AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, October 21, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Dr. Bobby Morton, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   September 24 and 30, 2025

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Sadrick Donaldson for a waiver of the Noise Ordinance at 1555 E. Fleetwood Drive on October 25, 2025, from 5:00 p.m. - 10:00 p.m. (District 4/New District 3).

10. PUBLIC HEARINGS

Public hearing to consider the proposed Conditional Use Permit for property located at 2316 Hillwood Drive West (District 3).

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 550 Providence Park Drive East (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Mary Palmer - request for annual Boyington Day to honor Charles Boyington who was accused and hung for the murder of Nathaniel Frost.

Apostle Valenia Green - ask City to reimburse citizens for water loss caused by street repairs and suggest ordinance requiring visible street addresses on residences.

LaKeisha Clements - comments about the revocation of Phat Tuesdays Sports Bar.

12. ORDINANCES HELD OVER

52-046 Adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII, "Vacant Structure Registry for Henry Aaron Loop" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-049 Consider the proposed modification of a previously approved Planned Unit Development for property located at 4350 Moffet Road (sponsored by Councilmember Penn).

64-050 Consider rezoning property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 1057 & 107 Item Avenue from R-1 and B-2 to B-2 (sponsored by Councilmember Penn).

64-051 Consider an amendment to the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2 (sponsored by Councilmember Carroll).

88-052 Ordinance deeming certain property not now needed for public or municipal purposes and authorizing the sale thereof; 165 S. Dearborn Street (sponsored by Mayor Stimpson) (submitted by James Roberts, CHD Dept.).

88-053 Ordinance donating certain property to the City's Affordable Housing Program and authorizing option to lease thereof; eastern portion of 1050 Baltimore Street (sponsored by Mayor Stimpson) (submitted by James Roberts, CHD Dept.).

13. CIP RESOLUTIONS HELD OVER

21-1297 Authorize contract with Gaines Utility Construction Company, LLC for sidewalks along Dauphin Island Parkway; $197,588.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-1298 Authorize contract with JPayne Organizations, LLC for CIP Hillsdale Senior Center renovations; $366,782.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

14. RESOLUTIONS HELD OVER

09-1256 Authorize revision to the ADECA Community Development Block Grant - Coronavirus Response budget allocation (sponsored by Mayor Stimpson) (submitted by James Roberts Community & Housing Development).

08-1301 Approve purchase order to Altec Industries, Inc. for aerial truck for Urban Forestry; $187,157.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1305 Approve purchase order to Chevrolet of Watsonville National Auto Fleet Group for Peterbilt Truck and dump body for Urban Forestry; $322,920.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1309 Approve purchase order to Detectachem, Inc. for 2 spectrometers for MPD; $59,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1310 Approve purchase order to Empire Truck Sales, LLC for 4 dump trucks for Public Services Dept.; $796,740.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1311 Approve purchase order to Empire Truck Sales, LLC for crew-cab truck with dump body for Public Services Dept.; $127,893.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1312 Approve purchase order to Empire Truck Sales, LLC for truck with forestry chip-body for Urban Forestry Dept.; $135,110.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purhcasing Dept.).

08-1314 Approve purchase order to Limbaugh Motors, Inc. for 6 Toyota Camry sedans for Motor Pool; $175,635.06 (sponsored by Mayor Stimpson) (submitted by John

Paine, Purchasing Dept.).

08-1316 Approve purchase order to MHC Truck Leasing, LLC for 6 trash shuttle trucks for Sanitation Dept.; $648,450.24 (sponssored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1319 Approve purchase order to Parish Tractor Company, LLC for towable drum style wood-chipper for Urban Forestry Dept.; $50,197.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1320 Approve purchase order to Parish Tractor Company, LLC for self-propelled stump grinder for Urban Forestry Dept.; $75,561.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1322 Approve purchase order to Port City Trailers, Inc. for 3 trailers for Public Services Dept.; $108,401.10 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1323 Approve purchase order to Sansom Equipment Co., Inc. for 4 knuckle boom trash loaders for Sanitation Dept.; $939,476.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1324 Approve purchase order to Sansom Equipment Co., Inc. for 7 trash dump trailers for Sanitation Dept.; $355,257.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1325 Approve purchase order to Sansom Equipment Company, Inc. for 5,000 gallon water truck for Public Services Dept.; $375,780.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1326 Approve purchase order to Software Company for annual renewal of intelligence management software for Gulf Coast Technology Center; $74,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1327 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford crew-cab chassis for Parks Dept.; $58,175.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1328 Approve purchase order to Sunsouth, LLC for 2 John Deere utility tractors for Public Services Dept.; $503,347.44 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1329 Approve purchase order to Sunsouth, LLC for 2 John Deere tractors for Public Services Dept.; $144,900.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1330 Approve purchase order to Sunsouth, LLC for 2 John Deere compact excavators for Public Services Dept.; $206,756.34 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1331 Approve purchase order to Truck Equipment Sales, Inc. for 2 telescopic bucket trucks for Electrical Dept.; $381,666.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1332 Approve purchase order to Truck Equipment Sales, Inc. for crew-cab winch and service truck for Urban Forestry Dept.; $146,049.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1335 Approve purchase order to Vector Solutions, Inc. for annual renewal of personnel training, qualification, evaluation, and equipment inspection software for MFRD; $76,699.62 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1336 Approve allocation for the City of Mobile Housing Improvement Plan Enterprise Fund; $1,500,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, CHD Dept.).

09-1337 Transfer Capital Reserve funds and close out inactive Capital account (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

09-1338 Transfer funds from Capital Project C0116 to Capital Project DIP Community Center Project; $2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

21-1339 Authorize Contract with Benjamin Victor Studios, Inc. to design, model, cast finish, deliver and oversee installation of a scuplture of Jimmy Buffett for the National Maritime Museum; NTE $220,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1340 Authorize Contract with Bill Smith Electric, Inc. for emergency generator for MFRD; $200,400.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1341 Authorize Contract with CELLCO Partnership, d/b/a Verizon Wireless, for

wireless telephone service and equipment; NTE $300,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Dept.).

21-1342 Authorize Contract with C. Thornton, Inc. for miscellaneous drainage repairs; Districts 1-7; $1,149,691.50 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Eng. Dept.).

21-1344 Authorize Contract with Volkert, Inc. for construction, engineering, and inspection services for the Dr. Martin Luther King Jr. Ave Complete Streets project; $1,481,507.84 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

25-1345 Accept Temporary Construction Easements for drainage repairs for Toulmins Spring Branch (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by John Forrester, Eng. Dept., and Carleen Stout-Clark, REAM Dept.).

37-1346 Revoke the business license at 1608 St. Stephens Road (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1347 Authorize Settlement Agreement and Release of Claims; T. Hudson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1348 Authorize Settlement Agreement and Release of Claims; K. Robinson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

64-054 Consider the proposed Conditional Use Permit for property located at 2316 Hillwood Drive West (sponsored by Councilmember Small).

64-055 Consider the modification of a previously approved Planned Unit Development for property located at 550 Providence Park Drive East (sponsored by Councilmember Woods).

11-056 Amend Chapter 11, Article III, Section 11 of the City Code to include subsection titled "Alabama Construction Trade Academy Fund Fees" (sponsored by Councilmember Reynolds) (submitted by Paul Carbo, Council Attorney).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-1351 Re-appoint Raymond L. Bell, Jr. to the Water & Sewer Board of

Commissioners (sponsored by Councilmember Carroll).

03-1352 Appoint William Petway to the Board of Adjustment (sponsored by Councilmember Carroll).

09-1353 Transfer funds from District 3 Discretionary Account to City of Mobile Events Services Department to assist with the Parade of 3's (sponsored by Councilmember Small).

37-1354 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Bake My Day; 2407 Old Shell Road (sponsored by Councilmember Penn).

37-1355 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to De Maiz Taco Catina; 360 Dauphin Street (sponsored by Councilmember Carroll).

37-1356 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to DIP Club Food Mart; 3110 Dauphin Island Pkwy. (sponsored by Councilmember Small).

58-1357 Declare Weeds Noxious, Weed Lien Group 1671.

60-1358 Approve award of special bonus to the Firefighter of the Month; Manning (sponsored by Mayor Stimpson) (submitted by Interim Chief Barry Glisson, MFRD).

60-1359 Determine an appropriation to Azalea City CDC serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Paul Hanebuth and Angela Vreca, Accounting Dept.).

60-1360 Determine an appropriation to The Child Advocacy Center serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Paul Hanebuth and Angela Vreca, Accounting Dept.).

60-1361 Determine an appropriation to Mother's Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Paul Hanebuth and Angela Vreca, Accounting Dept.).

17. CIP RESOLUTIONS INTRODUCED

21-1362 Authorize contract with Amerson Roofing, Inc. for Hillsdale Senior Center roof replacement; $78,289.00 (sponsored by Councilmember Gregory and Mayor

Stimpson) (submitted by Carleen Stout, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-1363 Approve purchase order to Classic Paint & Body, Inc. for wreck repairs to fire truck for MFRD; $22,477.26 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1364 Transfer funds from Build Mobile Professional and Technical Account to Grant Project G-HIST023 for Alabama Historical Commission Grant; $5,190.73 (sponsored by Mayor Stimpson) (submitted by Kelsi Tippery, Grants Dept.).

09-1365 Appropriate funds into the Rebuild Alabama Special Revenue Fund for the Tiger/Broad Street Project; $1,400,000.00 (Sponsored by Mayor Stimpson) (submitted by John Forrester, Eng. Dept. and Jennifer Greene, Programs and Project Mgmt.).

21-1366 Authorize Contract with Spire, LLC for marketing services for Parks & Recreation Dept.; NTE $67,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1367 Authorize contract with Mobile Arts Council for professional services for the design and production of a statue in memory of Jimmy Buffett; $20,000.00 (sponsored by Mayor Stimpson) (submitted by Karen Poth, GulfQuest).

31-1368 Authorize the Filing of Applications with Federal Transit Administration for assistance (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. 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: SADRICK DONALDSON
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-217-3298

Organization (if applicable) _____

Mailing Address of Applicant 1555 E Fleetwood, DR, Mobile, Al 3660

Telephone No. _____ E-mail address sadrickdonaldson@gmail.co

Location or address of event where amplification will be used:

1555 E Fleetwood DR, Mobile, Al. 36605

Date of Event: 10/25/2025 Starting Time: 5:00 pm Ending Time 10:00 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Celebration

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

Music containing obscene language or profanity is prohibited

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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Conditional Use Permit
for Property Located at 2316 Hillwood Drive West

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 16, 2025**, a public hearing will be held on the **21st** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Conditional Use Permit for property located at 2316 Hillwood Drive West to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on June 10, 2025, to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District, located at 2316 Hillwood Drive West and described as follows:

LOT 34, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA IN MAP BOOK 5, PAGES 69-72.

LOT 33, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA, IN MAP BOOK 5, PAGES 69-72.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 33; THENCE RUN SOUTH 48 DEGREES 15 MINUTES WEST, 148.85 FEET ALONG THE LINE BETWEEN LOT 32AND LOT 33 OF SAID EDGEWOOD PARK TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 25 DEGREES 52 MINUTES WEST, 391.9 FEET, MORE OR LESS TO THE MARGIN OF DOG RIVER; THENCE SOUTHEASTWARDLY, 70 FEET, MORE OR LESS TO A POINT ON SAID LINE BETWEEN LOT 32 AND LOT 33 OF EDGEWOOD PARK; THENCE RUN NORTH 17 DEGREES 30 MINUTES EAST 350 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 33 TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on August 21, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a

copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,

2. Full compliance with all municipal codes and ordinances.

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

1. The request is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. The request will not impede the orderly development and improvement of surrounding property; and
3. 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.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

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

2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of October 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 24th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2316 Hillwood Drive West.**

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

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

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

WHEREAS, a Conditional Use Permit application was filed on **June 10, 2025**, to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, located at **2316 Hillwood Drive West** and described as follows:

LOT 34, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA IN MAP BOOK 5, PAGES 69-72.

LOT 33, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA, IN MAP BOOK 5, PAGES 69-72.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 33; THENCE RUN SOUTH 48 DEGREES 15 MINUTES WEST, 148.85 FEET ALONG THE LINE BETWEEN LOT 32AND LOT 33 OF SAID EDGEWOOD PARK TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 25 DEGREES 52 MINUTES WEST, 391.9 FEET, MORE OR LESS TO THE MARGIN OF DOG RIVER; THENCE SOUTHEASTWARDLY, 70 FEET, MORE OR LESS TO A POINT ON SAID LINE BETWEEN LOT 32 AND LOT 33 OF EDGEWOOD PARK; THENCE RUN NORTH 17 DEGREES 30 MINUTES EAST 350 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 33 TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **August 21, 2025**, and recommended approval of the Conditional Use Permit subject to the following conditions:

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

2. Full compliance with all municipal codes and ordinances.

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

1. The request is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. The request will not impede the orderly development and improvement of surrounding property; and
3. 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.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

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

2. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Ryan Kozlowski
R & P Investing, LLC
2316 Hillwood Drive West
Council District 3

THE CITY OF MOBILE, ALABAMA
Planning & Zoning Department
MOBILE CITY PLANNING COMMISSION

September 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of Ryan Kozlowski, R & P Investing, LLC, for a Conditional Use Permit to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, for the property located at **2316 Hillwood Drive West**.

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

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

2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ryan Kozlowski
R & P Investing, LLC
Post Office Box 2072
Goodlettsville, Tennessee 37070

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R & P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

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

1. The request is consistent with all applicable requirements of this Chapter, including:

   a) Any applicable development standards; and
   b) Any applicable use regulations.

2. The request will not impede the orderly development and improvement of surrounding property; and
3. 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.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

The advertising fee for this application is based on the current legal description is **$357.58** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 18, 2025

Ryan Kozlowski
R & P Investing, LLC
Post Office Box 2072
Goodlettsville, Tennessee 37070

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R & P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

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

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

After discussion the Planning Commission heldover the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

Notice of Neighborhood Meeting

Date of Notice 04/25/2025

Dear Property Owners(s):

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

(1) Application for a Conditional Use Permit to operate a short-term rental (STR) at 2316 W Hillwood Dr. Mobile, AL 36605.

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

Friday May 23rd,2025

4:00pm-5:30pm

Parkway Branch-Mobile Public Library Meeting Room

1924 Dauphin Island Pkwy-B Mobile, AL 36605

You are receiving this notice because your property is located within 300 feet of **2316 W Hillwood Dr. Mobile, AL 36605,** in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely, Ryan Kozlowski

Ryan Kozlowski

R & P Investing LLC

P.O Box 2072 Goodlettsville, TN 37070

615-310-3275

randpinvesting@gmail.com

PLANNING AND ZONING
30 APR 2025 PM1:12

MOBILE CITY PLANNING COMMISSION
June 17, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R&P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 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, July 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.

MOBILE CITY PLANNING COMMISSION
June 17, 2025
PUBLIC HEARING NOTICE

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R&P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 17, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, July 16, 2025, to allow adequate time for the Commission members to review the information.

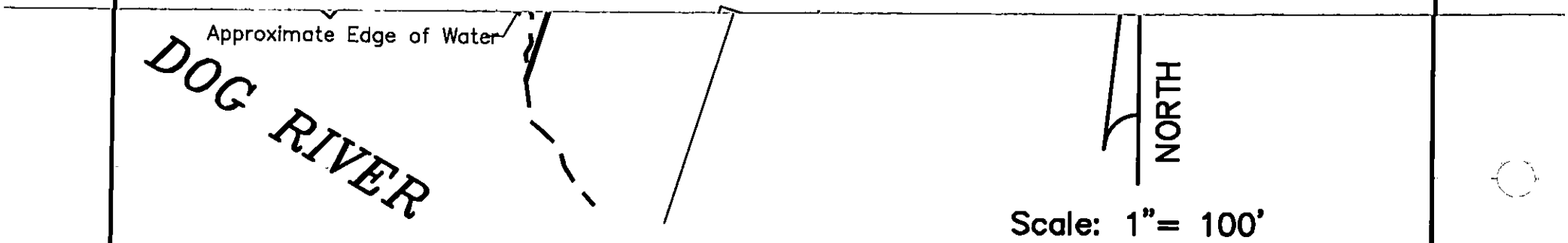
If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

SITE PLAN

SURVEY FOR: R & P INVESTING LLC **Project No.** B250001

DESCRIPTION: Lots 34 & 33, Block A, Edgewood Park, Mobile County, Mobile, Alabama.



Date: June 12, 2025

SGA067613

Outlook

Ryan Kozlowski, R&P Investing, LLC (ZON-STR-003382-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 6/11/2025 9:50 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Short Term Rental Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

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

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

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Re: Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 6/9/2025 9:40 AM
To Ryan Kozlowski <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Thank you for the Neighborhood Meeting documents.

As mentioned in my email, please complete the following:

1. **Correct Application Submission:**
   Please submit the appropriate application via the Customer Self-Service (CSS) Portal. The correct Plan Type is **"Short Term Rental - Conditional Use Permit"** and can be found further down the list of available applications. ***You submitted the correct paper application, we need you to please submit the correct online application ("Short Term Rental - Conditional Use Permit" instead of "Conditional Use Permit.")***

2. **Notification Labels:**
   - Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible. ***Our staff cannot print what you provided within the template of our mailing labels as some of them are cut-off or askew.***
   - Remove any duplicate labels to avoid unnecessary charges.

3. **Site Plan Requirements:**
   Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
   - Aerial photographs are not sufficient.
   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Ryan Kozlowski <randpinvesting@gmail.com>
Sent: Monday, June 9, 2025 9:09 AM

To: Anderson, Logan <dlogananderson@cityofmobile.org>
Subject: Re: Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

You don't often get email from randpinvesting@gmail.com. Learn why this is important

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

Good morning,

I submitted all documents for items 1, 2 & 3. Are they not showing up on your end or is something insufficient with them? Also, when I log into the CSS portal to review this application there is no way to upload additional documents?

On Mon, Jun 9, 2025 at 8:17 AM Anderson, Logan <dlogananderson@cityofmobile.org> wrote:

> **Good Morning,**
>
> We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be considered complete and scheduled for consideration by the Planning Commission, the following items must be addressed:
>
> 1. **Correct Application Submission:**
> Please submit the appropriate application via the Customer Self-Service (CSS) Portal. The correct Plan Type is **"Short Term Rental - Conditional Use Permit"** and can be found further down the list of available applications.
>
> 2. **Notification Labels:**
>
> - Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible.
>
> - Remove any duplicate labels to avoid unnecessary charges.
>
> 3. **Neighborhood Meeting Documentation:**
> Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 2, 2025**.
> *Note: To date, only a dated photograph of the Neighborhood Meeting sign has been received.*
>
> 4. **Site Plan Requirements:**
> Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
>
> - Aerial photographs are not sufficient.
>
> - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

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

If all requirements are fulfilled **by noon on Monday, June 16, 2025**, the application will be considered **partially complete** and placed on the agenda for the **July 17, 2025** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **July 2, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dloganander son@cityofmobile.org
(251) 208-5895 main

--

Ryan Kozlowski
CEO, R & P Investing LLC

615.310.3275 | randpinvesting@gmail.com

PO Box 2072 Goodlettsville, TN 37070

Outlook

Ryan Kozlowski, R&P Investing, LLC (ZON-STR-003382-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 6/11/2025 9:50 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Short Term Rental Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

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

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

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 6/9/2025 8:17 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good Morning,

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

1. **Correct Application Submission:**
   Please submit the appropriate application via the Customer Self-Service (CSS) Portal. The correct Plan Type is **"Short Term Rental - Conditional Use Permit"** and can be found further down the list of available applications.

2. **Notification Labels:**

   - Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible.

   - Remove any duplicate labels to avoid unnecessary charges.

3. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 2, 2025**.
   Note: To date, only a dated photograph of the Neighborhood Meeting sign has been received.

4. **Site Plan Requirements:**
   Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).

   - Aerial photographs are not sufficient.

   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

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

If all requirements are fulfilled **by noon on Monday, June 16, 2025**, the application will be considered **partially complete** and placed on the agenda for the **July 17, 2025** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **July 2, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dloganander son@cityofmobile.org
(251) 208-5895 main

City of Mobile • Planning &Zoning

Planning Commission Application

Conditional Use Permit Application for Short Term Rental

All the necessary information as required by the Unified Development Code, including the site plan, must be submitted in digital format no later than noon Central Time on the deadline filing date.

Fees

Conditional Use Permit $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.

---

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	Owner (If different from Applicant)
Name:	Ryan Kozlowski	
Firm:	R & P Investing, LLC	
Phone:	615-310-3275	
Email:	randpinvesting@gmail.com	
Address:	PO Box 2072 Goodlettsville, TN 37070	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description. As well as photos of the front, back, and both sides of the property and an aerial view of the site.

2316 W Hillwood Dr Mobile, AL 36605 — Property Address

1.5 acres — Property Area (acres or square feet)

R023204350003056.000 — Parcel Number(s) or Key Number(s)

Low Density Residential, District 3 — Present Zoning or Transect District

N/A — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation as shown on page 5.

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", use 8 ½" x 11" sheets of labels). 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).

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

Owner Signature — Date: 6/17/25

Applicant or Agent Signature (if applicable) — Date: 6/17/25

I, the undersigned, constituting the owner of the hereinafter described real property do hereby execute and file with the City of Mobile this written application requesting that my property as described be issued a Conditional Use Permit for a Short-Term Rental in the City of Mobile, Alabama.

Furthermore, I certify that said property shall comply with the site and design criteria of Article 5, Section 64-5-6.E.11.(g) suitable for consideration of a Conditional Use Permit for Short-Term Rentals, to wit:

(1) There shall be no on-site employees.
(2) The establishment shall not serve meals.
(3) Guest rooms shall not contain cooking facilities.
(4) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
(5) No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.
(6) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-Term Rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-Term Rental period to address problems or complaints associated with the Short-Term Rental.
(7) Each Short-Term Rental must meet applicable building and fire codes and be equipped with the following safety equipment and features:
   a. Operational smoke and carbon monoxide detectors.
   b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
   c. Prominently displayed and legible 9-1-1 address on building exterior

I further certify that 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 7th day of June 2025

Signature

~~STATE OF ALABAMA~~ KC Tennessee
~~COUNTY OF MOBILE~~ Davidson

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

Given under my hand and seal on this 7th day of June 2025

Notary Public Karen A Cooperwood

My Commission Expires ~~My Commission Expires~~ January 24, 2028

KAREN A. COOPERWOOD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Conditional Use Permit – Short Term Rentals

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

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

Conditional Use Permits for Short Term Rentals will be reviewed for compliance with the approval criteria provided in Approval Criteria of Article 5 (Section 64-5-6.E) as well as with the information requested below.

If a site cannot comply with the site plan requirements, a CUP application will not be processed by the Planning and Zoning Department.

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

- ☑ Planning Commission Application
- ☑ Conditional Use Permit – Short Term Rentals
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☑ Mailing Labels
- ☑ Neighborhood Meeting Documentation
- ☑ Site Plan
- ☑ Fees

---

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

   The proposal operates a safe, family-oriented rental contributing to the city's goals outlined in the comprehensive plan.

2. Future Land Use Map (FLUM) Designation N/A

3. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
   If no, what are the deficiencies?
   N/A

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

   The property will operate as a single family residence and within the neighborhood development plan.

5. 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.

   There will be no construction involved in the proposal and none of these will occur.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.
   The short term rental will operate as a single family residence as it was designed too and within the city development plan

7. Will there be any on-site employees? ☐ Yes ☒ No

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. In order for an application to be considered complete, the following information is required on the site plan.

☑ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.

☑ How many guest rooms are provided? 4

☑ Does the site comply with the Refuse (Garbage) Collection area requirements of Article 5, 64-5-6.E.11.(g)(7). of the Unified Development Code below:

☐ The refuse (garbage) collection area must be illustrated on the site plan. Provide a photo of the refuse (garbage) location and it's screening.

☐ Is the refuse (garbage) collection area closer than twenty (20) feet from any property line? ☐ Yes ☒ No

☐ Is the refuse (garbage) collection area closer than 100 feet from any dwelling on an adjacent lot? ☐ Yes ☒ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approve the Conditional Use Permit application.

☑ Does the site comply with the requirements of 64-5-6.E.11.(g)(8) of the Unified Development Code below:

☐ Are there a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any) ☒ Yes ☐ No

☐ Is there a minimum of one (1) additional parking space per guest room; parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means; with access, maneuvering and surfacing in compliance with both 64-3-12? ☒ Yes ☐ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approval the Condition Use Permit application.

NEIGHBORHOOD MEETING DOCUMENTATION

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605

2. What information was presented at the meeting?
   I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues.

3. What concerns were raised during the meeting?
   Out of all attendees their were two concerns brought up from two residents in the neighborhood. One neighbor broughr up arriving guest accidentally pulling into the wrong driveway upon arrival. The other wanted to discuss property lines at the rear of the property at the waterfront.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   I intend to install an illuminated numerical display of the property address at the front of the driveway to prevent any confusion on which driveway when arriving to the property at night.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Hillwood STR

Address: 2316 W Hillwood Dr Mobile, AL 36605

Owner: Ryan Kozlowski

Address: PO Box 2072 Goodlettsville, TN Zip Code: 37070`

Phone: 615-310-3275 Fax: N/A Email: randpinvesting@gmail.com

Authorized Agent: Ryan Kozlowski

Address: PO Box 2072 Goodlettsville, TN Zip Code: 37070

Phone: 615-310-3275 Fax: N/A Email: randpinvesting@gmail.com

Contractor: N/A

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: N/A

Address: Zip Code:

Phone: Fax: Email:

Architect: N/A

Address: Zip Code:

Phone: Fax: Email:

Submitted by:

Signature: Ryan Kozlowski (Print)

Date: Owner (Affiliation to project/Organization)

NEIGHBORHOOD
MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Ryan Kozlowski
Phone #: 615-310-3275
Meeting Date: May 23 rd , 2025
Meeting Time: 4:00pm-5:30pm
Meeting Location:
Parkway Branch - Mobile Public Library
1924-B Dauphin Island Pkwy Mobile, AL 36605
Maps
Mobile, United States
Hillwood Dr W, 2308
36605
May 12, 2025 at 10:01AM

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 06/07/25

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

_____

_____

Neighborhood Meeting Date: 5/23/25

Neighborhood Meeting Time: 4:00-5:30 pm

Neighborhood Meeting Location: Parkway Branch - Mobile Public Library
1924 Dauphin Island Pkwy - B Mobile, AL 36605

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

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

Applicant's Name: Ryan Kozlowski
(First Name & Last Name)

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

X _____ Date: 06/07/25

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

Neighborhood Meeting

Date: 05/23/25

Time: 4:00 pm

Location of Neighborhood Meeting: Parkway Branch - Mobile Library
1924 Dauphin Island Pkwy - B Mobile, AL 36605

Project Location: 2316 W Hillwood Dr Mobile, AL 36605

Project/Application (e.g. Rezoning from R-1 to B-1):
Conditional Use Permit
Short-term rental

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

X _____ Date: 5/23/25

Please Sign In:

Name: Paul Shields Email: PaulShields@gmail.com
Address: 2320 S. Hillwood Dr Phone: 251-234-4622

Name: Susan Goff Email: Cgoff378@gmail.com
Address: 2320 S Hillwood Dr Phone: (251) 609-0177

Name: Alison Richardson Email: AlisonR.Richardson11p.CBr
Address: 2335 Hillwood Dr S Phone 251 586 4482

Name: Janie Lanier Email: JANIESELLS@AOL.
Address: 2320 W. Hillwood Phone: 251-421-5000

Neighborhood Meeting Sign-In Sheet
Date: 5/23/25
Applicant: Ryan Kozlowski

Meeting Location: 1124 Dauphin Island Pkwy - B
Application(s): Conditional Use Permit

Name: NEIL PEARCE Email: PEARCENA@AOL.COM
Address: 2320 W. HILLWOOD DR Phone: 706-366-3806

Name: David Blanchard Email: dpb.blanchard@comcast.net
Address: 7308 Ellen Dr. Mobile, AL 36605 Phone: (251) 234-2663

Name: Courtney Cornish Email: _____
Address: 7523 Devil's Pt Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 5/23/25

Meeting Time: 4:00 - 5:30 pm

Meeting Location: Parkway Branch
Mobile Public library

Below is a summary of the proposed project presented at the Neighborhood Meeting:
I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues or needs.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):
The property layout and photos of the property.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):
Paul Shields & Susan Goff. First two and only two that showed up on time. They thought I was with the city council and showed up to discuss the neighborhood boat ramp.
Alison Richardson - showed up next to discuss property lines at the rear of the property near the water front and dog issues with 2308 W Hillwood Dr.
Janie & Neil - The neighbor's at 2320 W Hillwood Dr showed up to discuss arriving guest accidently pulling down their driveway.

Neighborhood Meeting Summary
Date: 5/23/25
Applicant: Ryan Kozlowski

Meeting Location: Parkway Branch - Mobile Library
Application: Conditional Use Permit

(Meeting summary, continued)

David and his guest were the last to arrive. They were confused about the letter and thought they were required to show up. They had no questions or comments in regards to the permit. All attendees were gone by 5:00pm. I stayed until 5:30 and no additional guest showed up.

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

The Neighborhood Meeting ended at the following time: 5:00 pm

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

X _____ **Date:** 5/23/25

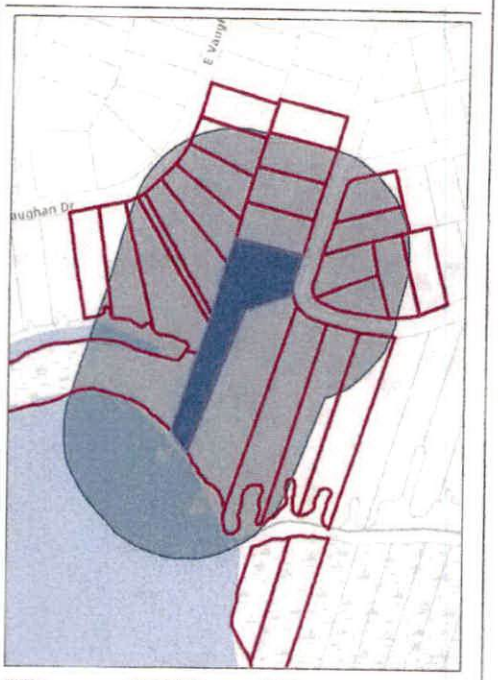
Neighborhood Meeting Checklist:

- [x] Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.
- [x] Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.
- [x] Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.
- [x] Neighborhood Meeting held.
- [x] All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:
  - [x] Dated photograph(s) of the posted sign(s)
  - [x] The verified address list of surrounding property owners to whom notification was provided
  - [x] A copy of the notice advertising the Neighborhood Meeting
  - [x] A sign-in sheet documenting meeting attendance
  - [x] A written summary or minutes of the meeting
  - [x] Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- [x] Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.
- [x] All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Property Owner List (Proximity)

KEYX	PARCEL	NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1008741	R023204350003055.000	SCOTT ALFRED L & TANYA	2308 W HILLWOOD DR		MOBILE	AL	36605
3040543	R023204350003063.001	VROCHER MICHAEL & MELISSA VROCHER	2403 VAUGHAN DR S		MOBILE	AL	36605
1008949	R023204350003065.000	ANTHONY JOHN LEONARD	2401 S VAUGHN DR		MOBILE	AL	36605
1008858	R023204350003068.000	GEORGE ASHLEY	2241 E VAUGHAN DR		MOBILE	AL	36605
1010294	R023204350004021.000	PEARCE NEIL A	2320 W HILLWOOD DR		MOBILE	AL	36605
1008750	R023204350003056.000	R & P INVESTING LLC	710 E CAMPBELL RD		MADISON	TN	37115
1510350	R023204350003054.000	TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP	6 S SUMMIT ST		FAIRHOPE	AL	36532
1010293	R023204350004023.000	REESE LAND & TIMBER LLC	1209 GOVERNMENT ST		MOBILE	AL	36604
1772326	R023204350003064.001	TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES	6 S SUMMIT ST		FAIRHOPE	AL	36532
1010275	R023204350004020.000	EDGEWOOD PARK COMMUNITY HSE	2400 E HILLWOOD DR		MOBILE	AL	36605
1010300	R023204350004027.000	ASR PROPERTIES LLP	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008987	R023204350003067.000	MAHARAJ RAPHAEL A & BETTY JO	2237 E VAUGHAN DR		MOBILE	AL	36605
1009946	R023204350003175.000	THOMPSON ANTHONY	3022 BAY FRONT RD		MOBILE	AL	36605
1010319	R023204350004026.000	ABRAHAM & ISAAC INC	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008732	R023204350003064.000	LIGHTHOUSE HOMES & PROPERTIES LLC	PO BOX 86		MOUNTAINVILLE	NY	10953
1009958	R023204350003176.000	SHADY ACRES RENTAL HOUSES L L C	2510 OLD MILITARY RD		MOBILE	AL	36605
1010266	R023204350004019.000	RICHARDSON MARK A & ALISON S	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008821	R023204350003063.000	BRACKNELL BRIAN L & KIMBERLY WISE BRACKNELL	2405 S VAUGHN DR		MOBILE	AL	36605
1008876	R023204350003068.000	LOWE DONALD ANDREW	2229 VAUGHAN DRIVE E		MOBILE	AL	36605
1010329	R023204350004028.01	ASR PROPERTIES LLP	2335 S HILLWOOD DR		MOBILE	AL	36605
1008723	R023204350003053.000	LALA LLC	3751 CONWAY DR S		MOBILE	AL	36608
1010227	R023204350004018.000	RICHARDSON MARK A & ALISON S	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008812	R023204350003062.000	LEWIS FLOYD M & CATHERINE M LEWIS	2407 S VAUGHN DR		MOBILE	AL	36605
1010337	R023204350004029.000	CARDENAS DEELOISE	2324 S HILLWOOD DR		MOBILE	AL	36605
1008685	R023204350003069.000	SMITH LAVERNE P	1192 W DOMINON DR		MOBILE	AL	36695
1008714	R023204350003052.000	TALLEY PATRICK E	2258 W HILLWOOD DR		MOBILE	AL	36605
		Planning & Zoning	205 Government St 3rd Floor, South Tower		MOBILE	AL	36606
		YORK MARIE	205 Government St 3rd Floor, South Tower		MOBILE	AL	36605
		CITY OF MOBILE OFFICE OF CITY ATTN: C.A. SMALL	PO BOX 1827		MOBILE	AL	36633-182

Near Me Report



ADDRESS Mobile City Limits Property

Property Owner List | Total count: 26

#	KEY#	PARCEL	NAME
1	01004741	R023204350030095.020	SCOTT ALFRED L & TANYA
2	03048543	R023204350030083.001	VROOCHER MICHAEL & MELISSA VROOCHER
3	01001649	R023204350030055.020	ANTHONY JOHN LEONARD
4	01016838	R023204350003056.000	GEORGE ASHLEY
5	01010264	R023204350004021.000	PEARCE NEIL A
6	01006750	R023204350003025.000	R & P INVESTING LLC
7	01610380	R023204350030064.000	TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP
8	01012293	R023204350004023.000	RESINI LAND & TIMBER LLC
9	01772535	R023204350030064.001	TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES
10	01012275	R023204350004030.000	EDGEWOOD PARK COMMUNITY HSE
11	01012300	R023204350004027.000	ASR PROPERTIES LLP
12	01008957	R023204350003057.000	MAHARAJ RAPHAEL A & BETTY JO
13	01003046	R023204350003175.000	THOMPSON ANTHONY
14	01013519	R023204350004028.000	ABRAHAM & ISAAC INC
15	01006732	R023204350003054.000	LIGHTHOUSE HOMES & PROPERTIES LLC
16	01009955	R023204350003178.000	SHADY ACRES RENTAL HOUSES L L C
17	01012066	R023204350004019.000	RICHARDSON MARK A & ALISON B
18	01008621	R023204350003063.000	DRACHNELL BRIAN L & KIMBERLY HAYE BRACKNELL
19	01004676	R023204350003058.000	LOWE DONALD ANDREW
20	01010328	R023204350004028.01	ASR PROPERTIES LLP
21	01003723	R023204350003053.000	LALA LLC
22	01010257	R023204350004018.000	RICHARDSON MARK A & ALISON B
23	01008812	R023204350003062.000	LEWIS FLOYD M & CATHERINE M LEWIS
24	01010337	R023204350004029.000	CARDENAS OBELORGE
25	01008565	R023204350003059.000	SMITH LAVERNE P
26	01006714	R023204350003052.000	TALLEY PATRICK E

#	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1	2309 W HILLWOOD DR	No data	MOBILE	AL	36605
2	2403 VAUGHAN DR S	No data	MOBILE	AL	36605
3	2401 S VAUGHN DR	No data	MOBILE	AL	36605
4	2241 S VAUGHAN DR	No data	MOBILE	AL	36605
5	3500 W HILLWOOD DR	No data	MOBILE	AL	36605
6	710 E CAMPBELL RD	No data	MADISON	TN	37115
7	6 S SUMMIT ST	No data	FAIRHOPE	AL	36532
8	1239 GOVERNMENT ST	No data	MOBILE	AL	36604
9	6 S SUMMIT ST	No data	FAIRHOPE	AL	36532
10	2402 E HILLWOOD DR	No data	MOBILE	AL	36605
11	800 HILLCREST RD STE E	No data	MOBILE	AL	36695
12	2237 E VAUGHAN DR	No data	MOBILE	AL	36605
13	3022 BAY FRONT RD	No data	MOBILE	AL	36605
14	800 HILLCREST RD STE E	No data	MOBILE	AL	36695
15	PO BOX 87	No data	MOUNTAINVILLE	NY	10953
16	3515 OLD MILITARY RD	No data	MOBILE	AL	36605
17	800 HILLCREST RD STE E	No data	MOBILE	AL	36691
18	2405 S VAUGHN DR	No data	MOBILE	AL	36605
19	2229 VAUGHAN DRIVE E	No data	MOBILE	AL	36609
20	2305 S HILLWOOD DR	No data	MOBILE	AL	36601
21	3751 CONWAY DR S	No data	MOBILE	AL	36608
22	800 HILLCREST RD STE E	No data	MOBILE	AL	36525
23	2401 S VAUGHN DR	No data	MOBILE	AL	36605
24	3304 S HILLWOOD DR	No data	MOBILE	AL	36605
25	1702 N DOMINION DR	No data	MOBILE	AL	36605
26	3258 W HILLWOOD DR	No data	MOBILE	AL	36605

Notice of Neighborhood Meeting

Date of Notice 04/25/2025

Dear Property Owners(s):

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

(1) Application for a Conditional Use Permit to operate a short-term rental (STR) at 2316 W Hillwood Dr. Mobile, AL 36605.

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

Friday May 23rd,2025

4:00pm-5:30pm

Parkway Branch-Mobile Public Library Meeting Room

1924 Dauphin Island Pkwy-B Mobile, AL 36605

You are receiving this notice because your property is located within 300 feet of **2316 W Hillwood Dr. Mobile, AL 36605,** in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely, Ryan Kozlowski

Ryan Kozlowski

R & P Investing LLC

P.O Box 2072 Goodlettsville, TN 37070

615-310-3275

randpinvesting@gmail.com

NAME
MAIL_ADDR1
MAIL_CITY MAIL_STATE MAIL_ZIP

SCOTT ALFRED L & TANYA
2308 W HILLWOOD DR
MOBILE AL 36605

VROCHER MICHAEL & MELISSA
2403 VAIGHAN DR S
MOBILE AL 36605

ANTHONY JOHN LEONARD
2401 S VAUGHN DR
MOBILE AL 36605

GEORGE ASHLEY
2241 E VAUGHAN DR
MOBILE AL 36605

PEARCE NEIL A
2320 W HILLWOOD DR
MOBILE AL 36605

R & P INVESTING LLC
710 E CAMPBELL RD
MADISON TN 37115

TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP
6 S SUMMIT ST
FAIRHOPE AL 36532

REESE LAND & TIMBER LLC
1209 GOVERNMENT ST
MOBILE AL 36604

TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES
6 S SUMMIT ST
FAIRHOPE AL 36532

EDGEWOOD PARK COMMUNITY HSE
2400 E HILLWOOD DR
MOBILE AL 36605

ASR PROPERTIES LLP
800 HILLCREST RD STE 6
MOBILE AL 36695

MAHARAJ RAPHAEL A & BETTY JO
2237 E VAUGHAN DR
MOBILE AL 36605

THOMPSON ANTHONY
3022 BAY FRONT RD
MOBILE AL 36605

ABRAHAM & ISAAC INC
800 HILLCREST RD STE 6
MOBILE AL 36695

LIGHTHOUSE HOMES & PROPERTIES LLC
PO BOX 86
MOUNTAINVILLE NY 10953

SHADY ACRES RENTAL HOUSES LLC
2510 OLD MILITARY RD
MOBILE AL 36605

RICHARDSON MARK & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

BRACKNELL BRIAN & KIMBERLY
2405 S VAUGHN DR
MOBILE AL 36605

LOWE DONALD ANDREW
2229 VAUGHAN DRIVE E
MOBILE AL 36605

ASR PROPERTIES LLP
2335 S HILLWOOD DR
MOBILE AL 36605

LALA LLC
3751 CONWAY DR S
MOBILE AL 36608

RICHARDSON MARK & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

LEWIS FLOYD & CATHERINE
2407 S VAUGHN DR
MOBILE AL 36605

CARDENAS DEELOISE
2324 S HILLWOOD DR
MOBILE AL 36605

SMITH LAVERNE P
1192 W DOMINON DR
MOBILE AL 36695

TALLEY PATRICK E
2258 W HILLWOOD DR
MOBILE AL 36605

YORK MARIE
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

COMMISSION PLANNING
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

CITY OF MOBILE OFFICE OF CITY
ATTN: C.J SMALL
PO BOX 1827
MOBILE, AL 36633-1827

Ryan Kozlowski
PO Box 2072
Goodlettsville, TN 37070

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PO Box 2072
Goodlettsville, TN 37070

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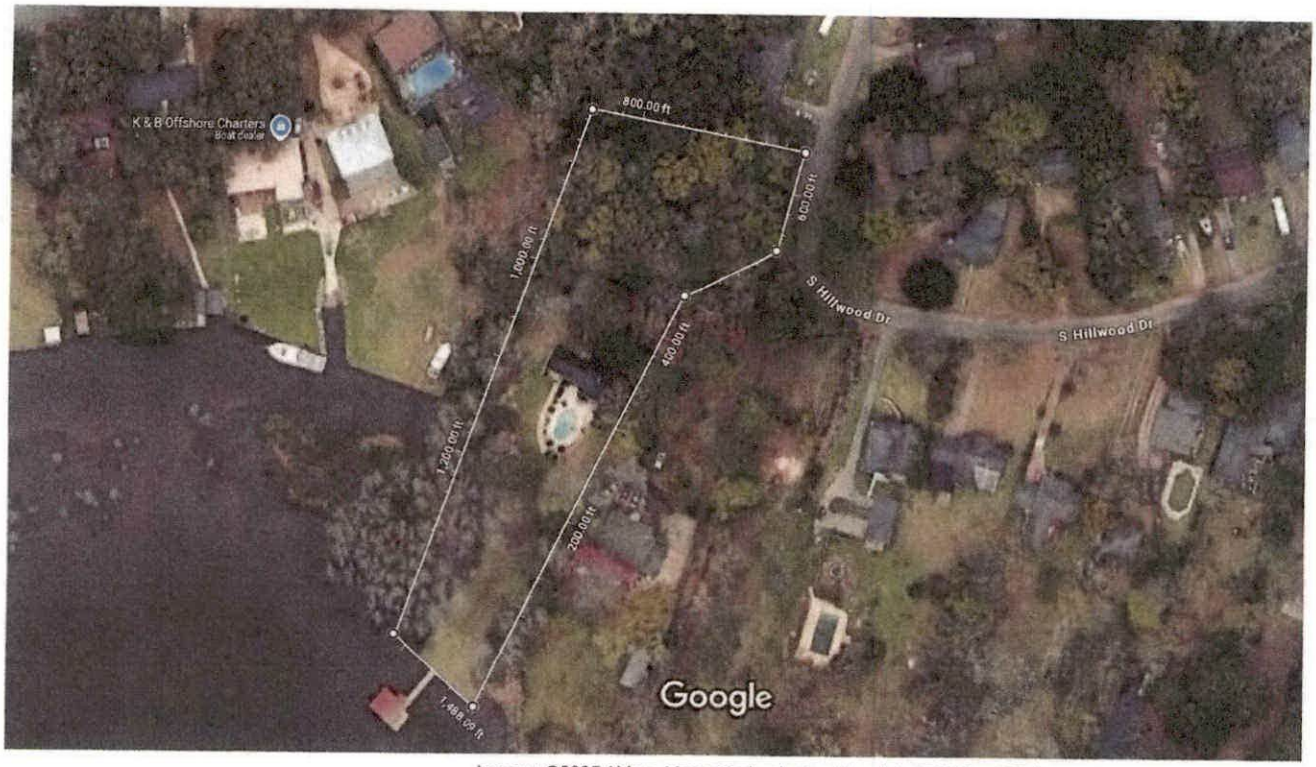
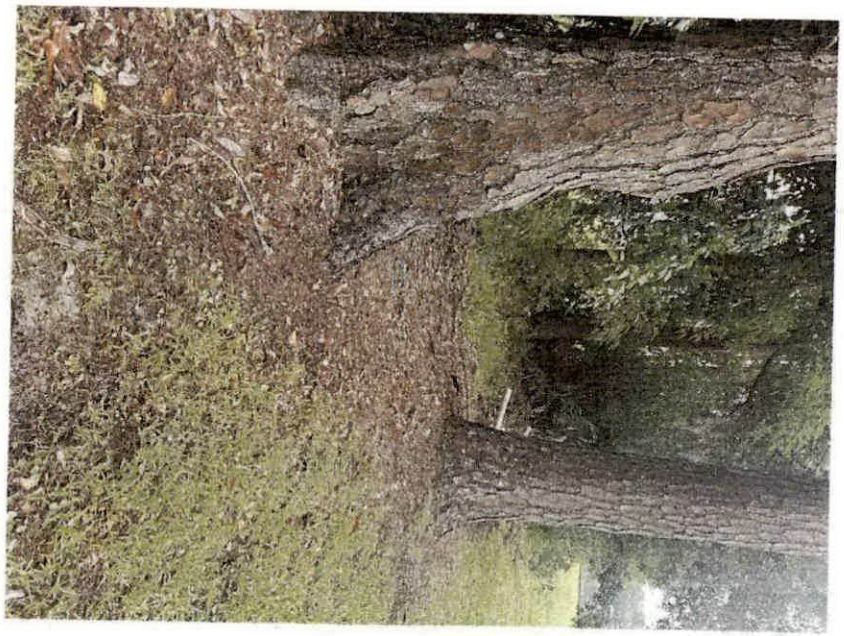
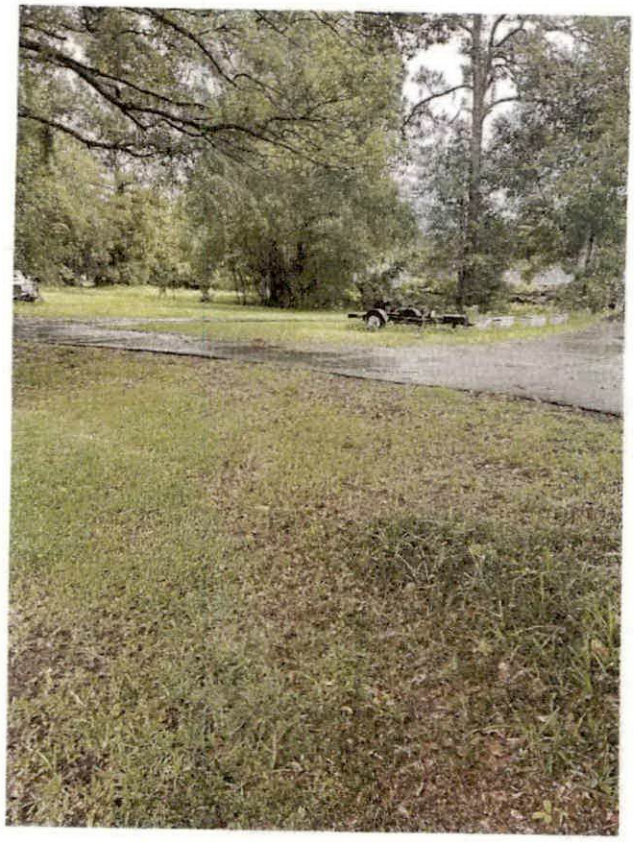
Google Maps 2316 W Hillwood Dr

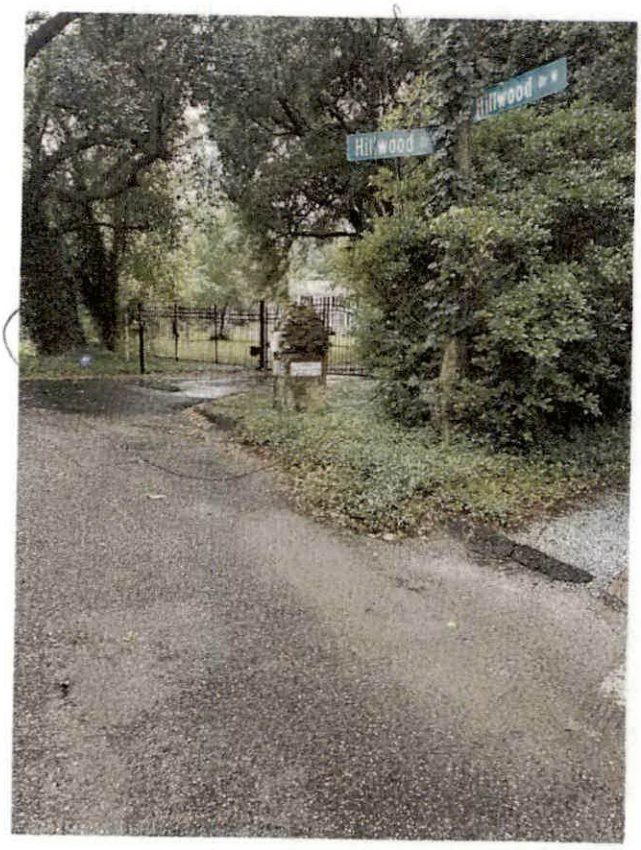


Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

Measure distance
Total area: 80,770.79 ft² (7,503.85 m²)
Total distance: 1,488.09 ft (453.57 m)






Hillwood
Hillwood

Inst. # 2023030812 Pages: 1 of 1 certify this instrument filed on: 5/1 023 2:56 PM
Doc: M Don Davis, Judge of Pro e, Mobile County, AL Rec: $38.00 I Tx: $600.00
Clerk: HDEES ERecorded

Return To: Cadence Loan Ops
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

39884 2 of 2

Commercial Mortgage, Security Agreement and Assignment of Leases and Rents

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this *"Mortgage"*) is entered into as of May 1, 2023, between R & P INVESTING LLC , a Tennessee limited liability company, with an address of 710 E. CAMBELL RD, MADISON, TN 37115 (the *"Mortgagor"*) and Cadence Bank, a Mississippi State Chartered Bank, with an address of 402 South Broad Street, Scottsboro, AL 35768 (the *"Bank"*).

The real property which is the subject matter of this Mortgage has the following address(es): 2316 W. HILLWOOD DR, MOBILE, AL 36605 (the *"Address(es)"*).

1. Mortgage, Obligations and Future Advances

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to Bank and its successors and assigns forever, WITH MORTGAGE COVENANTS, all of Mortgagor's right, title and interest in and to the Property described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to Bank and all obligations respecting that certain One Year Adjustable Term Note, dated May 1, 2023, by R & P INVESTING LLC in favor of Bank in the original principal amount of $400,000.00 (the *"Note"*; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the *"Loan Documents"*), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The latest Obligation secured by the Mortgage matures on April 30, 2043.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the *Uniform Commercial Code of Alabama* (the *"Uniform Commercial Code"*) as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 7-9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. Bank shall have and hold the above granted Property unto and to the use and benefit of Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform

the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.5 Property. The term *"Property"*, as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the *Uniform Commercial Code*, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the *"Leases"*); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term *"Obligation(s)"*, as used in this Mortgage, shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to Bank; or are due indirectly by the Mortgagor to Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of $400,000.00 of the amounts outstanding pursuant to the terms of the Loan Documents as set forth herein. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. Representations, Warranties, Covenants

2.1 Representations and Warranties. The Mortgagor represents and warrants that:

(A) This Mortgage has been duly executed and delivered by the Mortgagor and is the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;

(B) The Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the *"Permitted Encumbrances"*);

(C) The Mortgagor is the sole legal owner of the entire lessor's interest in Leases, if any, with full power and authority to encumber the Property in the manner set forth herein, and the Mortgagor has not executed any other assignment of Leases or any of the rights or rents arising thereunder;

(D) As of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by Bank; and

(E) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction.

2.2 Recording; Further Assurances. The Mortgagor covenants that it shall, at its sole cost and expense and upon the request of Bank, cause this Mortgage, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of Bank in the Property and the rights of Bank under this Mortgage. Mortgagor will from time to time execute and deliver to Bank such documents, and take or cause to be taken, all such other or further action, as Bank may request in order to effect and confirm or vest more securely in Bank all rights contemplated by this Mortgage (including, without limitation, to correct clerical errors) or to vest more fully in, or assure to Bank the security interest in, the Property or to comply with applicable statute or law. To the extent permitted by applicable law, Mortgagor authorizes Bank to file financing statements, continuation statements or amendments, and any such financing

statements, continuation statements or amendments may be filed at any time in any jurisdiction. Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Property as defined in this Mortgage and which contain any other information required by Article 9 of the *Uniform Commercial Code* for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor; Mortgagor also authorizes Bank to file financing statements describing any agricultural liens or other statutory liens held by Bank. Mortgagor agrees to furnish any such information to Bank promptly upon request. In addition, Mortgagor shall at any time and from time to time, take such steps as Bank may reasonably request for Bank (i) to obtain an acknowledgment, in form and substance satisfactory to Bank, of any bailee having possession of any of the Property that the bailee holds such Property for Bank, and (ii) otherwise to insure the continued perfection and priority of Bank's security interest in any of the Property and the preservation of its rights therein. Mortgagor hereby constitutes Bank its attorney-in-fact to execute and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Mortgage terminates in accordance with its terms, all Obligations are paid in full and the Property is released.

2.3 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of Bank in each instance:

(A) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage;

(B) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule (*"Hazardous Substances"*); or

(C) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Mortgagor further agrees to give Bank prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Mortgagor agrees to defend its title to the Property and Bank's interest therein against the claims of all persons and, unless Bank requests otherwise, to appear in and diligently contest, at the Mortgagor's sole cost and expense, any action or proceeding that purports to affect the Mortgagor's title to the Property or the priority or validity of this Mortgage or Bank's interest hereunder.

2.4 Operation of Property. The Mortgagor covenants and agrees as follows:

(A) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Mortgagor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to Bank of (i) any violation of any such law, ordinance or regulation by the Mortgagor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;

(B) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to Bank, provide deductible amounts acceptable to Bank, name Bank as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least zero (0) days prior written notice to Bank. Such policies shall include (i) a mortgage endorsement determined by Bank in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of Bank, shall not be invalidated by any act or neglect of the Mortgagor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as Bank may request. The Mortgagor will furnish to Bank upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to Bank. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Mortgagor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;

(C) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of Bank, execute any assignment of the Leases except in favor of Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;

(D) Mortgagor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit Bank and Bank's agents, employees and representatives, at such reasonable times as Bank may request, to enter and inspect the Property and such books and records;

(E) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof; and

(F) Mortgagor shall not use or occupy the Property or allow any other party to use or occupy the Property in any manner that would constitute a violation of any state and/or Federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Mortgage and constitutes an Event of Default.

2.5 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by Bank, the Mortgagor shall deposit from time to time with Bank sums determined by Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at Bank's request, provides Bank with adequate cash security, in Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by Bank. If Mortgagor shall fail to pay such sums, Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by Bank shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.6 Notices; Notice of Default. The Mortgagor will deliver to Bank, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Mortgagor is in default in the performance or observance of any of the terms hereof or that the Mortgagor or any tenant is in default of any terms of the Leases. The Mortgagor further agrees to deliver to Bank written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a *"Taking"*), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to Bank, describing the nature and extent thereof. Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for Bank and immediately pay the same to Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to Bank in amounts not exceeding the Obligations. Bank may apply such amounts to the Obligations in such order as Bank may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to Bank and, at the option of Bank, be applied to the Obligations in such order as Bank may determine; provided, however, that if Bank shall require repair of the Property, Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for Bank and promptly paid to it.

3. Certain Rights of Bank

3.1 Legal Proceedings. Bank shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in Bank's reasonable judgment, might affect the Property or any of the rights created or secured by this Mortgage. Bank shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. Bank shall have the right, at the Mortgagor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as Bank deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.

3.3 Financial Statements. Bank shall have the right, at the Mortgagor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to Bank from the Mortgagor or any guarantor of any of the Obligations and the Mortgagor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by Bank.

3.4 Leases and Rent Roll. The Mortgagor shall deliver to Bank (i) during each calendar year and at such other times as Bank shall request a rent roll for the Property, in form acceptable to Bank, listing all tenants and occupants and describing all of the Leases; and (ii) at such times as Bank shall request executed copies of all the Leases.

4. Defaults and Remedies

4.1 Events of Default. *"Event of Default"* shall mean the occurrence of any one or more of the following events:

(A) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with Bank;

(B) failure by the Mortgagor or any guarantor of the Obligations to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage or the Loan Documents;

(C) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;

(D) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Bank;

(E) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party;

(F) any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Mortgage or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by Bank to have been false or misleading in any material respect when made;

(G) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;

(H) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;

(I) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the *Bankruptcy Code* 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;

(J) the service upon Bank of a writ in which Bank is named as trustee of the Mortgagor or any guarantor of the Obligations;

(K) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;

(L) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations;

(M) the termination or revocation of any guaranty of the Obligations; or

(N) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to Bank has been or may be impaired.

4.2 Remedies. On the occurrence of any Event of Default Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

(A) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder;

(B) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Bank upon the Property for any reason shall not cause Bank to be a mortgagee in possession, except upon the express written declaration of Bank;

(C) With or without taking possession, receive and collect all rents, income, issues and profits (*"Rents"*) from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Mortgagor appoints Bank as its true and

lawful attorney with the power for Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. Bank shall be liable to account only for such Rents actually received by Bank. Lessees under the Leases are hereby authorized and directed, following notice from Bank, to pay all amounts due the Mortgagor under the Leases to Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;

(D) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a *"Portion"*), Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such Portion without impairing its right to foreclose subsequently upon any other Portion or the entirety of the Property from time to time thereafter. In addition, Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;

(E) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given Bank "control" over the Property or cause Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and

(F) Take such other actions or proceedings as Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the *Uniform Commercial Code* or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

4.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

4.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

4.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

5. Miscellaneous

5.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

5.2 Indemnification Regarding Leases. The Mortgagor hereby agrees to defend, and does hereby indemnify and hold Bank and each of its directors, officers, employees, agents and attorneys and any Bank Affiliate and its directors, officers, employees, agents and attorneys (each an *"Indemnitee"*) harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of Bank to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon Bank or any Indemnitee or make them liable for performance of any of the obligations of the Mortgagor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.

5.3 Indemnification Regarding Hazardous Substances. The Mortgagor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Mortgagor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Mortgage and/or the repayment of all debts to Bank including repayment of all Obligations.

5.4 Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Mortgage or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Mortgagor or other person or entity, then the Mortgagor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Bank in favor of the Mortgagor.

5.5 Waivers. The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as *"Bank's Rights and Remedies"*) hereunder shall constitute a waiver thereof; and no waiver by Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under any such other agreement or transaction) but all Bank's Rights and Remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Bank at such time or times and in such order of preference as Bank in its sole discretion may determine.

5.6 Joint and Several. If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term *"Mortgagor"* shall include each as well as all of them.

5.7 Severability. If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

5.8 Complete Agreement. This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

5.9 Binding Effect of Agreement. This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of

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the parties hereto, and shall remain in full force and effect (and Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of Bank; and Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.

5.10 Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.

5.11 Governing Law. This Mortgage shall be governed by federal law applicable to Bank and, to the extent not preempted by federal law, the laws of the State of Alabama without giving effect to the conflicts of laws principles thereof.

5.12 Reproductions. This Mortgage and all documents which have been or may be hereinafter furnished by the Mortgagor to Bank may be reproduced by Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

5.13 Bank Affiliates. The term *"Bank Affiliate"* as used in this Mortgage shall mean any Affiliate of Bank or any lender acting as a participant under any loan arrangement between Bank and the Mortgagors. The term *"Affiliate"* shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

5.14 Jurisdiction and Venue. The Mortgagor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Alabama, over any suit, action or proceeding arising out of or relating to this Mortgage. The Mortgagor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Mortgagor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Mortgagor's address set forth herein or such other address as has been provided in writing to Bank and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Mortgagor.

Signatures

Executed under seal as of May 1, 2023.

Mortgagor

R & P INVESTING LLC
a Tennessee limited liability company

5-3-23

RYAN KOZLOWSKI — **Date**
MEMBER — *Seal*

Acknowledgment

State of ~~Alabama~~ Tennessee

County of ~~JACKSON~~ Davidson

I, Michael Ferrence hereby certify that RYAN KOZLOWSKI as MEMBER for R & P INVESTING LLC , a/an Tennessee limited liability company, on behalf of the limited liabilit, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such MEMBER, executed the same voluntarily on the same bears date.

Given under my hand this 3rd day of May, 2023.

Notary Public

Notary Public Name

MICHAEL FERRENCE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2026

This notarial act was completed:
☑ In Person
☐ In Person Electronic
☐ Remote Online Notarization

This Document Prepared By: Audrey Manning
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

EXHIBIT "A"
Property Description

See Exhibit A

Parcel 1:

Lot 34, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama in Map Book 5, Pages 69-72.

Parcel 2:

Lot 33, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama, in Map Book 5, Pages 69-72.

LESS AND EXCEPT the following described parcel: Commencing at the Northernmost Corner of said Lot 33; thence run South 48 degrees 15 minutes West, 148.85 feet along the line between Lot 32and Lot 33 of said Edgewood Park to the point of beginning of the property herein described; thence run South 25 degrees 52 minutes West, 391.9 feet, more or less to the margin of Dog River; thence Southeastwardly, 70 feet, more or less to a point on said line between Lot 32 and Lot 33 of Edgewood Park; thence run North 17 degrees 30 minutes East 350 feet more or less along the East line of said Lot 33 to the point of beginning.

FATIC-516
Exhibit A
ALTA Owners Policy (6-17-06)

First American Title Insurance Company

EXHIBIT A
LEGAL DESCRIPTION

Issuing Office File No. 39884

Policy No. 5011400-3629193e

Parcel 1:

Lot 34, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama in Map Book 5, Pages 69-72.

Parcel 2:

Lot 33, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama, in Map Book 5, Pages 69-72.

LESS AND EXCEPT the following described parcel: Commencing at the Northernmost Corner of said Lot 33; thence run South 48 degrees 15 minutes West, 148.85 feet along the line between Lot 32and Lot 33 of said Edgewood Park to the point of beginning of the property herein described; thence run South 25 degrees 52 minutes West, 391.9 feet, more or less to the margin of Dog River; thence Southeastwardly, 70 feet, more or less to a point on said line between Lot 32 and Lot 33 of Edgewood Park; thence run North 17 degrees 30 minutes East 350 feet more or less along the East line of said Lot 33 to the point of beginning.

MOBILE
ALABAMA

Date: 2/06/2025

R & P Investing LLC
2316 W Hillwood Dr
Mobile AL 36605

Ownership: 2316 W Hillwood Dr

Dear Applicant,

The license application and proof of tax payments has been satisfied and completed. The next step is to obtain a Conditional Use Permit (CUP). You must contact the Planning Department at (251) 208-5895 or by email: Planning@Cityofmobile.org.

Thank you,

Marcie Bell, Revenue Agent

City of Mobile Revenue Department
P.O. Box 3065
Mobile, Al 36652-3065

City of Mobile • Planning &Zoning

Planning Commission Application

Conditional Use Permit Application for Short Term Rental

All the necessary information as required by the Unified Development Code, including the site plan, must be submitted in digital format no later than noon Central Time on the deadline filing date.

Fees

Conditional Use Permit $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.

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

	Applicant	Owner (If different from Applicant)
Name:	Ryan Kozlowski	
Firm:	[redacted]	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description. As well as photos of the front, back, and both sides of the property and an aerial view of the site.

2316 W Hillwood Dr Mobile, AL 36605
Property Address

1.5 acres
Property Area (acres or square feet)

R023204350003056.000
Parcel Number(s) or Key Number(s)

Low Density Residential, District 3
Present Zoning or Transect District

N/A
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation as shown on page 5.

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", use 8 ½" x 11" sheets of labels). 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).

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

Owner Signature — Date: 6/7/25

Applicant or Agent Signature (if applicable) — Date: 6/7/25

I, the undersigned, constituting the owner of the hereinafter described real property do hereby execute and file with the City of Mobile this written application requesting that my property as described be issued a Conditional Use Permit for a Short-Term Rental in the City of Mobile, Alabama.

Furthermore, I certify that said property shall comply with the site and design criteria of Article 5, Section 64-5-6.E.11.(g) suitable for consideration of a Conditional Use Permit for Short-Term Rentals, to wit:

(1) There shall be no on-site employees.
(2) The establishment shall not serve meals.
(3) Guest rooms shall not contain cooking facilities.
(4) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
(5) No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.
(6) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-Term Rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-Term Rental period to address problems or complaints associated with the Short-Term Rental.
(7) Each Short-Term Rental must meet applicable building and fire codes and be equipped with the following safety equipment and features:
   a. Operational smoke and carbon monoxide detectors.
   b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
   c. Prominently displayed and legible 9-1-1 address on building exterior

I further certify that 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 7th day of June 2025

Signature

STATE OF ~~ALABAMA~~ Tennessee
COUNTY OF ~~MOBILE~~ Davidson

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

Given under my hand and seal on this 7th day of June 2025

Notary Public Karen A Cooperwood

My Commission Expires ~~My Commission Expires~~ January 24, 2028

KAREN A. COOPERWOOD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Conditional Use Permit – Short Term Rentals

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

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

Conditional Use Permits for Short Term Rentals will be reviewed for compliance with the approval criteria provided in Approval Criteria of Article 5 (Section 64-5-6.E) as well as with the information requested below.

If a site cannot comply with the site plan requirements, a CUP application will not be processed by the Planning and Zoning Department.

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

- ☑ Planning Commission Application
- ☑ Conditional Use Permit – Short Term Rentals
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☑ Mailing Labels
- ☑ Neighborhood Meeting Documentation
- ☑ Site Plan
- ☑ Fees

---

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

   The proposal operates a safe, family-oriented rental contributing to the city's goals outlined in the comprehensive plan.

2. Future Land Use Map (FLUM) Designation N/A

3. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
   If no, what are the deficiencies?
   N/A

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

   The property will operate as a single family residence and within the neighborhood development plan.

5. 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.

   There will be no construction involved in the proposal and none of these will occur.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.
   The short term rental will operate as a single family residence as it was designed too and within the city development plan

7. Will there be any on-site employees? ☐ Yes ☒ No

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. In order for an application to be considered complete, the following information is required on the site plan.

☑ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.

☑ How many guest rooms are provided? 4

☑ Does the site comply with the Refuse (Garbage) Collection area requirements of Article 5, 64-5-6.E.11.(g)(7). of the Unified Development Code below:

- ☐ The refuse (garbage) collection area must be illustrated on the site plan. Provide a photo of the refuse (garbage) location and it's screening.
- ☐ Is the refuse (garbage) collection area closer than twenty (20) feet from any property line? ☐ Yes ☒ No
- ☐ Is the refuse (garbage) collection area closer than 100 feet from any dwelling on an adjacent lot? ☐ Yes ☒ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approve the Conditional Use Permit application.

☑ Does the site comply with the requirements of 64-5-6.E.11.(g)(8) of the Unified Development Code below:

- ☐ Are there a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any) ☒ Yes ☐ No
- ☐ Is there a minimum of one (1) additional parking space per guest room; parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means; with access, maneuvering and surfacing in compliance with both 64-3-12? ☒ Yes ☐ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approval the Condition Use Permit application.

NEIGHBORHOOD MEETING DOCUMENTATION

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605

2. What information was presented at the meeting?
   I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues.

3. What concerns were raised during the meeting?
   Out of all attendees their were two concerns brought up from two residents in the neighborhood. One neighbor brought up arriving guest accidentally pulling into the wrong driveway upon arrival. The other wanted to discuss property lines at the rear of the property at the waterfront.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   I intend to install an illuminated numerical display of the property address at the front of the driveway to prevent any confusion on which driveway when arriving to the property at night.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Hillwood STR

Address: [redacted]

Owner: Ryan Kozlowski

Address: [redacted] Zip Code: 37070`

Phone: [redacted] Fax: N/A Email: [redacted]

Authorized Agent: Ryan Kozlowski

Address: [redacted] Zip Code: 37070

Phone: [redacted] Fax: N/A Email: [redacted]

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

_____ Ryan Kozlowski

Signature Print

_____ Owner

Date Affiliation to project/Organization

NEIGHBORHOOD
MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Ryan Kozlowski
Phone #: [redacted]
Meeting Date: May 23 rd , 2025
Meeting Time: 4:00pm-5:30pm
Meeting Location:
Parkway Branch - Mobile Public Library
1924-B Dauphin Island Pkwy Mobile, AL 36605

NAME
MAIL_ADDR1
MAIL_CITY MAIL_STATE MAIL_ZIP

ANTHONY JOHN LEONARD
2401 S VAUGHN DR
MOBILE AL 36605

R & P INVESTING LLC
710 E CAMPBELL RD
MADISON TN 37115

TONSMEIRE ARTHUR C III C/O
TONSMEIRE PROPERTIES
6 S SUMMIT ST
FAIRHOPE AL 36532

MAHARAJ RAPHAEL A & BETTY JO
2237 E VAUGHAN DR
MOBILE AL 36605

LIGHTHOUSE HOMES &
PROPERTIES LLC
PO BOX 86
MOUNTAINVILLE NY 10953

BRACKNELL BRIAN L & KIMBERLY
WISE BRACKNELL
2405 S VAUGHN DR
MOBILE AL 36605

LALA LLC
3751 CONWAY DR S
MOBILE AL 36608

CARDENAS DEELOISE
2324 S HILLWOOD DR
MOBILE AL 36605

YORK MARIE
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

SCOTT ALFRED L & TANYA
2308 W HILLWOOD DR
MOBILE AL 36605

GEORGE ASHLEY
2241 E VAUGHAN DR
MOBILE AL 36605

TONSMEIRE ARTHUR C III C/O THE
STALLINGS GROUP
6 S SUMMIT ST
FAIRHOPE AL 36532

EDGEWOOD PARK COMMUNITY
HSE
2400 E HILLWOOD DR
MOBILE AL 36605

THOMPSON ANTHONY
3022 BAY FRONT RD
MOBILE AL 36605

SHADY ACRES RENTAL HOUSES
LLC
2510 OLD MILITARY RD
MOBILE AL 36605

LOWE DONALD ANDREW
2229 VAUGHAN DRIVE E
MOBILE AL 36605

RICHARDSON MARK A & ALISON
S
800 HILLCREST RD STE 6
MOBILE AL 36695

SMITH LAVERNE P
1192 W DOMINON DR
MOBILE AL 36695

PLANNING COMMISSION
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

VROCHER MICHAEL & MELISSA
2403 VAIGHAN DR S
MOBILE AL 36605

PEARCE NEIL A
2320 W HILLWOOD DR
MOBILE AL 36605

REESE LAND & TIMBER LLC
1209 GOVERNMENT ST
MOBILE AL 36604

ASR PROPERTIES LLP
800 HILLCREST RD STE 6
MOBILE AL 36695

ABRAHAM & ISAAC INC
800 HILLCREST RD STE 6
MOBILE AL 36695

RICHARDSON MARK A & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

ASR PROPERTIES LLP
2335 S HILLWOOD DR
MOBILE AL 36605

LEWIS FLOYD M & CATHERINE M
LEWIS
2407 S VAUGHN DR
MOBILE AL 36605

TALLEY PATRICK E
2258 W HILLWOOD DR
MOBILE AL 36605

Planning Commission
August 21, 2025

Agenda Item # 1 - HOLDOVER

ZON-STR-003382-2025

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

Applicant Materials for Consideration

DETAILS

Location:
2316 Hillwood Drive West

Applicant/Agent:
Ryan Kozlowski, R&P Investing, LLC

Property Owner:
R&P Investing, LLC

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

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

1. To allow a short-term rental in an R-1, Single-Family Suburban District, with two (2) conditions.

Report Contents: **Page**

Context Map 2
Review Criteria 3
Planning Comments 4
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

N

NTS

HOLDOVER COMMENTS

The application was heldover from the July 18th meeting to allow the application to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

The applicant has provided the requisite information for approval of the Conditional Use Permit.

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

HOLDOVER CONSIDERATIONS

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

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

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

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

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

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

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

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

General CUP Review Criteria (UDC Article 5, Section 6-E):

The City Council shall not approve an Application for Conditional Use Permit unless the following are satisfied:

1. **Code Compliance:**
    a. Meets all **development standards** and **use regulations** under the UDC.
2. **Neighborhood Compatibility:**
    a. Compatible with the **character** of the surrounding neighborhood.
3. **Development Impact:**
    a. Does **not impede** orderly development/improvement of nearby residents.
4. **Health, Safety, Welfare:**
    a. Does **not adversely affect** health, safety, or welfare of nearby residents.
    b. Considerations:
        i. Building type/height
        ii. Landscaping/screening
        iii. Lighting
        iv. Hours of operation
        v. Other mitigatable impacts
5. **Traffic & Access:**
    a. Safe ingress/egress; no traffic hazards or congestion.
6. **Stormwater Impact:**
    a. Minimizes impact on stormwater infrastructure.
7. **Utility Access:**
    a. Adequate water and sanitary sewer service.
8. **Emissions/Disturbance:**
    a. Not offensive due to emissions, noise, vibration, odor, etc.
9. **Public Welfare:**
    a. Will **not endanger public health, safety, or general welfare.**
10. **Community Benefit:**
    a. Serves a **need**, offers a **public benefit**, or fulfills a **public purpose**.
11. **Use-Specific Considerations:**
    a. Short-Term-Rental-specific criteria (see below) must be met.
    b. Reasonable conditions may be imposed by the Planning Commission or City Council.

Criteria Specific to Short-Term Rentals (STR):

1. **Employees:** No on-site employees allowed.
2. **Rooms:** Maximum of eight (8) guest rooms per STR.
3. **Meals:** No meal service permitted.
4. **Cooking Facilities:** Guest rooms must **not** have cooking facilities.
5. **Business License:** Valid license required; the license number must appear on all STR advertisements or listings.
6. **Residential Character:** Must **not alter** the residential nature or dwelling's character.
7. **Refuse Area:**
    a. Must be **screened from view.**
    b. Must be no closer than 20 feet from any property line.
    c. Must be no closer than 100 feet from any dwelling on an adjacent lot.
8. **Parking:**
    a. At least **two (2) off-street spaces for primary residents** (if applicable).
    b. At least **one (1) space per guest room.**
    c. Parking must not be in **required front/side yard setbacks** and must be **screened** from view of adjacent properties.
9. **Signage:** No "Vacancy," "Rent," etc. signs allowed.
10. **Local Contact:**
    a. Name and phone number posted inside the STR.
    b. Must respond to complaints **24 hours a day, seven (7) days a week** during rental periods.
11. **Safety Equipment:**
    a. Operational smoke and carbon monoxide detectors.
    b. One (1) 2.5-pound Class A-B-C fire extinguisher per floor.
    c. Prominently displayed and legible 9-1-1 address on building exterior.
12. **Structures:** No rentals permitted in **accessory structures, outdoor spaces,** or **Recreational Vehicles**.

PLANNING COMMENTS

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

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

The site **does** meet the criteria		That there are no more than eight (8) guest rooms.
The site **does** meet the criteria		That the operation will not alter the residential nature of the neighborhood.
The site **does** meet the criteria		That the operation does not alter the character of the dwelling as a residence.
	The site **does not** meet the criteria	That the refuse (garbage) area is screened from view.
	The site **does not** meet the criteria	That the refuse (garbage) area is no closer than 20 feet from any property line.
	The site **does not** meet the criteria	That the refuse (garbage) area is no closer than 100 feet from any other dwelling.

	The site **does not** meet the criteria	That the minimum number of parking spaces are provided.
The site **does** meet the criteria		That the operation does not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

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

Has certified		That there shall be no on-site employees.
Has certified		That the establishment shall not serve meals.
Has certified		That the guest rooms shall not contain cooking facilities.
Has certified		That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental.
Has certified		That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site.
Has certified		That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
Has certified		That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints.
Has certified		That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
Has certified		That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
Has certified		That the address of the dwelling shall be prominently displayed and legible on the building.

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

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

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

The Planning Commission should consider a holdover of the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,

3. Revise the site plan to illustrate the required off-street parking spaces.

If the Planning Commission and City Council consider approving the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

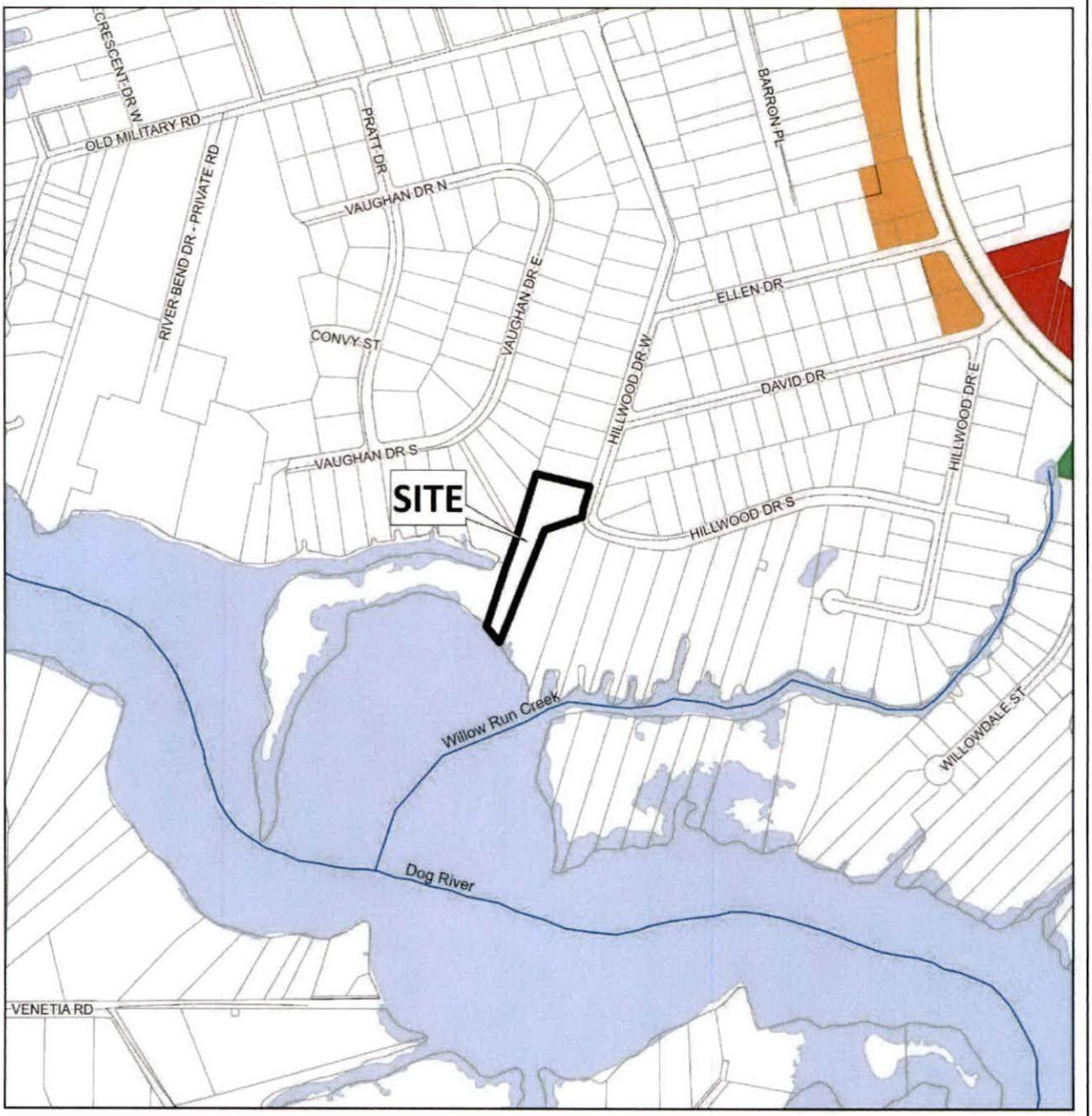
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions,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

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

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

1. Provision of a revised site plan depicting the location of any/all garbage cans or other waste refuse bins;
2. Provision of photographs proving that all waste (garbage) refuse containers are screened from view;
3. Revision of the site plan to illustrate the required off-street parking spaces;
4. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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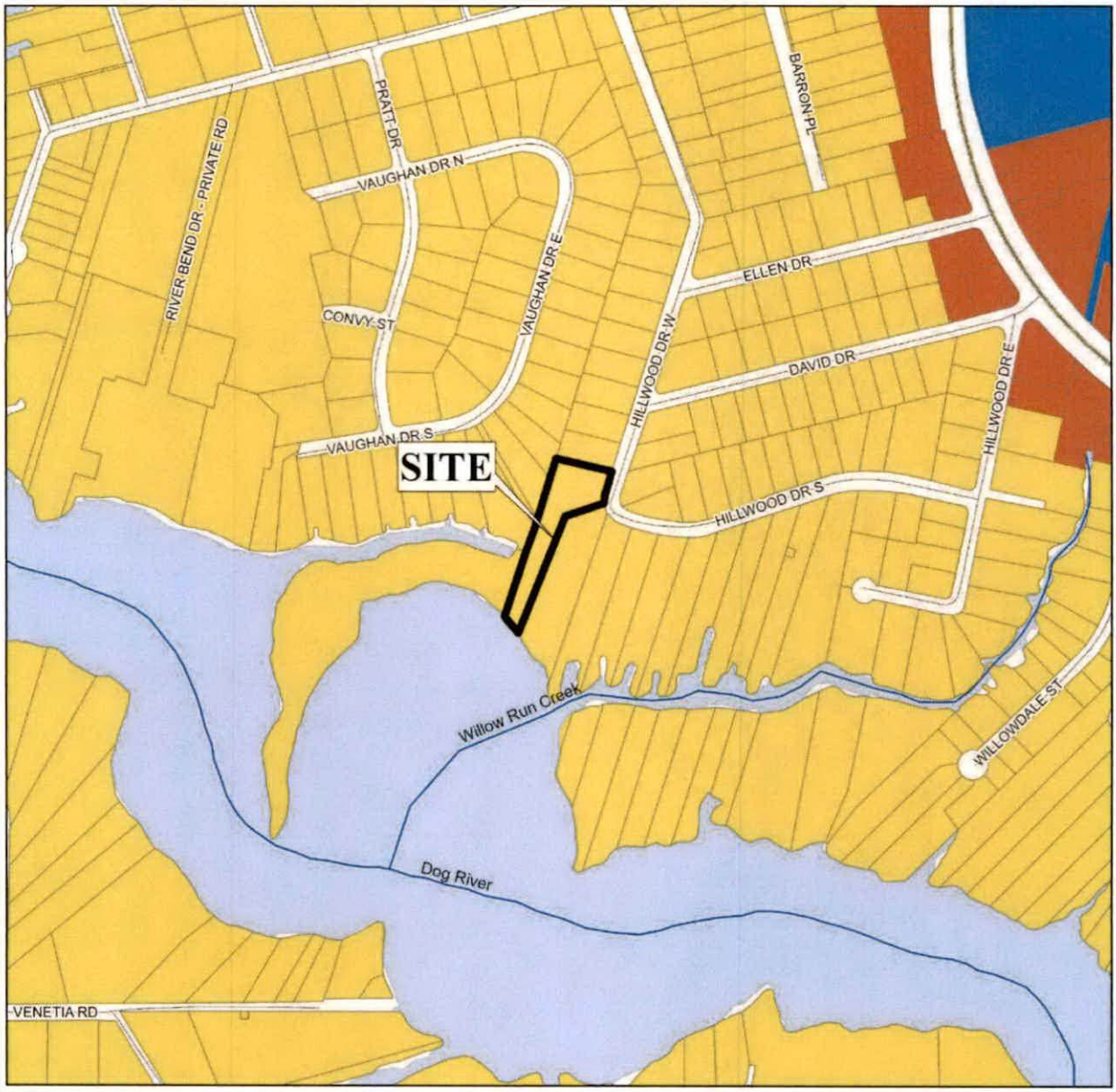
FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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

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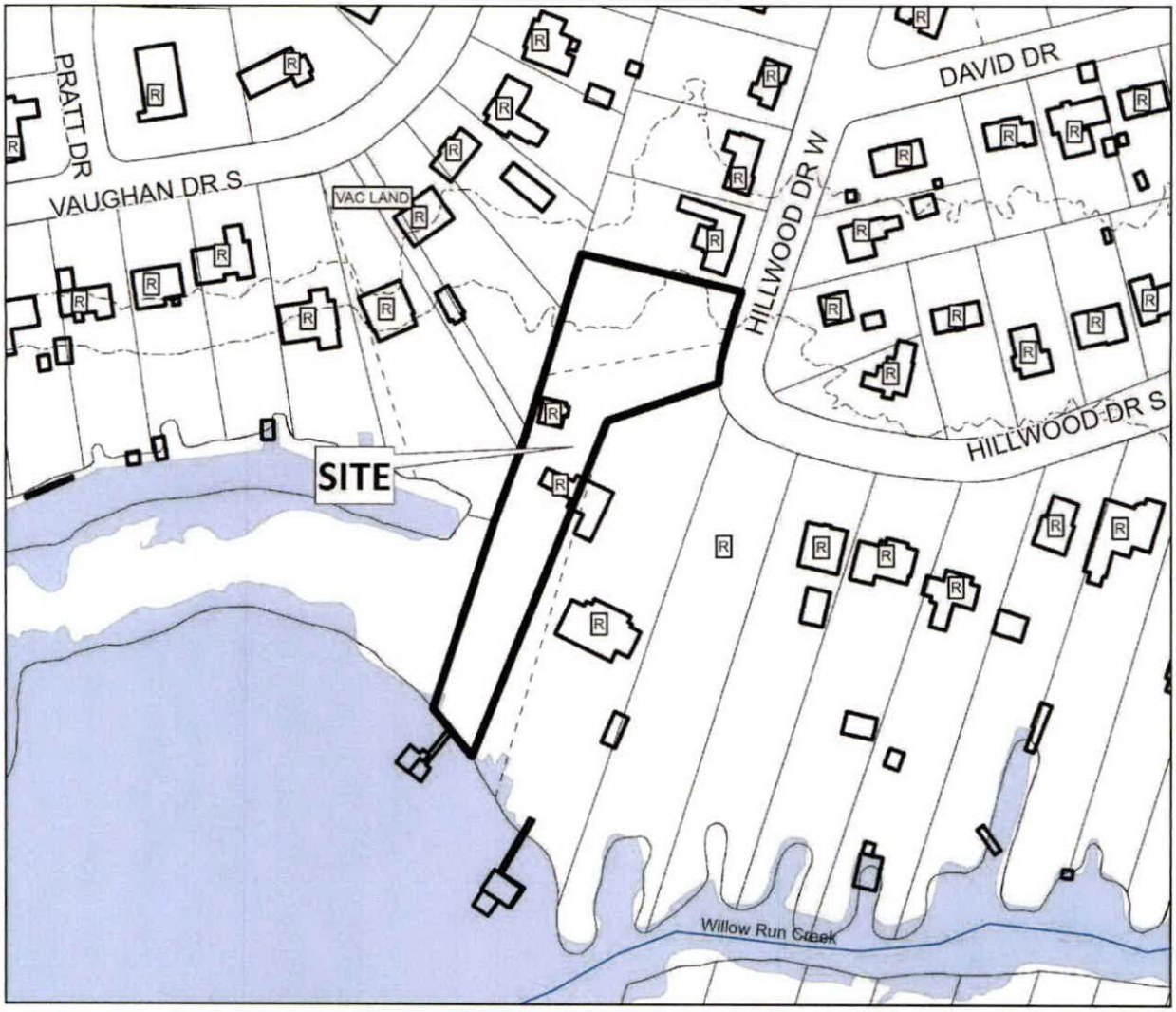
PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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

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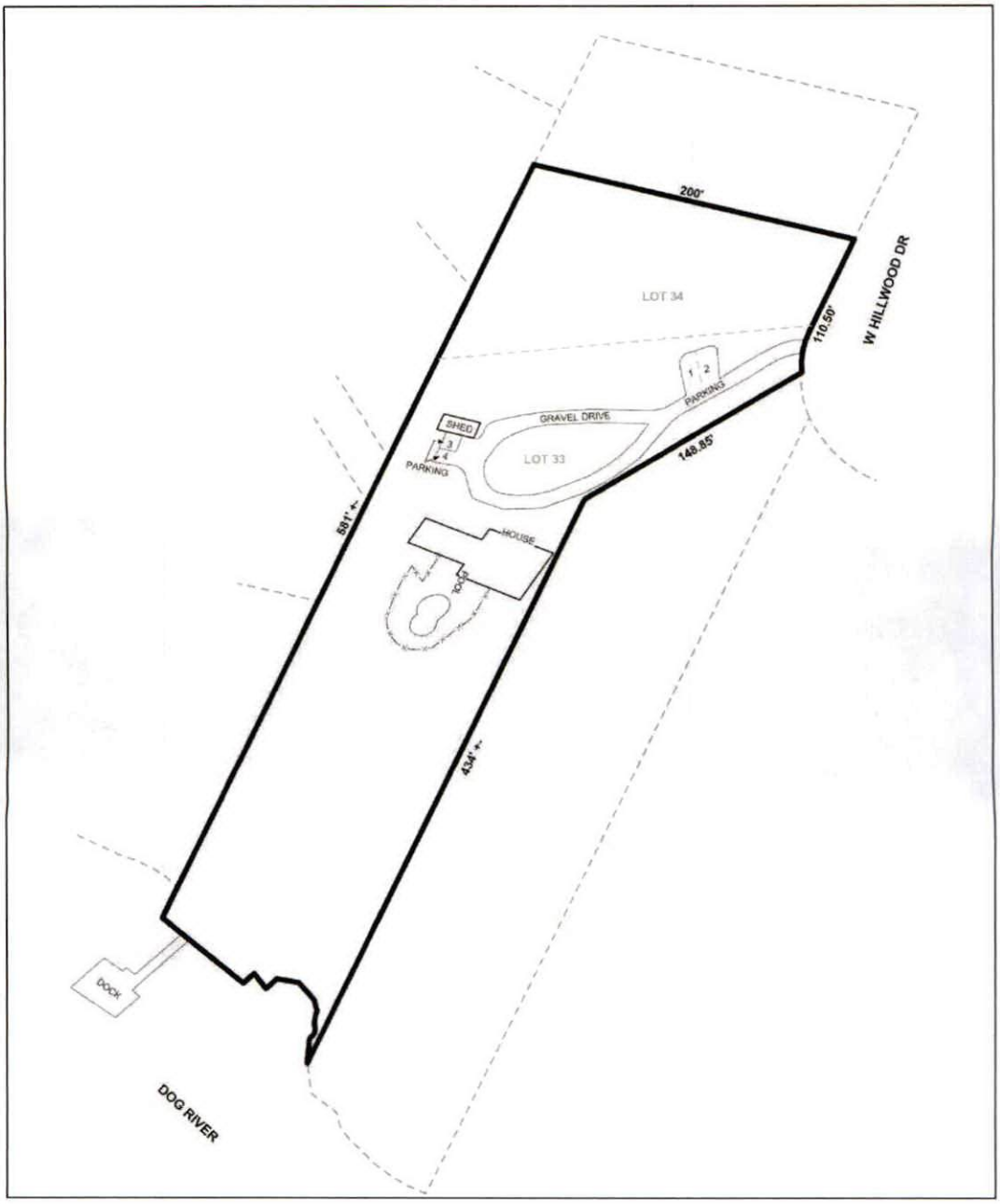
SITE PLAN



The site plan illustrates existing buildings, pool and dock.

APPLICATION NUMBER 1 DATE August 21, 2025 APPLICANT Ryan Kozlowski, R&P Investing, LLC REQUEST Conditional Use Permit STR	N NTS

DETAIL SITE PLAN

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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DETAIL SITE PLAN

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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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)

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

Agenda Item # 5

ZON-STR-003382-2025

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

Applicant Materials for Consideration

DETAILS

Location:
2316 Hillwood Drive West

Applicant/Agent:
Ryan Kozlowski, R&P Investing, LLC

Property Owner:
R&P Investing, LLC

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

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

1. Holdover to the August 21st meeting.

Report Contents: **Page**

Context Map 2
Review Criteria 3
Planning Comments 4
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 5 DATE July 17, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

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

General CUP Review Criteria (UDC Article 5, Section 6-E):

The City Council shall not approve an Application for Conditional Use Permit unless the following are satisfied:

1. **Code Compliance:**
    a. Meets all **development standards** and **use regulations** under the UDC.
2. **Neighborhood Compatibility:**
    a. Compatible with the **character** of the surrounding neighborhood.
3. **Development Impact:**
    a. Does **not impede** orderly development/improvement of nearby residents.
4. **Health, Safety, Welfare:**
    a. Does **not adversely affect** health, safety, or welfare of nearby residents.
    b. Considerations:
        i. Building type/height
        ii. Landscaping/screening
        iii. Lighting
        iv. Hours of operation
        v. Other mitigatable impacts
5. **Traffic & Access:**
    a. Safe ingress/egress; no traffic hazards or congestion.
6. **Stormwater Impact:**
    a. Minimizes impact on stormwater infrastructure.
7. **Utility Access:**
    a. Adequate water and sanitary sewer service.
8. **Emissions/Disturbance:**
    a. Not offensive due to emissions, noise, vibration, odor, etc.
9. **Public Welfare:**
    a. Will **not endanger public health, safety, or general welfare.**
10. **Community Benefit:**
    a. Serves a **need**, offers a **public benefit**, or fulfills a **public purpose**.
11. **Use-Specific Considerations:**
    a. Short-Term-Rental-specific criteria (see below) must be met.
    b. Reasonable conditions may be imposed by the Planning Commission or City Council.

Criteria Specific to Short-Term Rentals (STR):

1. **Employees:** No on-site employees allowed.
2. **Rooms:** Maximum of eight (8) guest rooms per STR.
3. **Meals:** No meal service permitted.
4. **Cooking Facilities:** Guest rooms must **not** have cooking facilities.
5. **Business License:** Valid license required; the license number must appear on all STR advertisements or listings.

6. **Residential Character:** Must **not alter** the residential nature or dwelling's character.
7. **Refuse Area:**
    a. Must be **screened from view.**
    b. Must be no closer than 20 feet from any property line.
    c. Must be no closer than 100 feet from any dwelling on an adjacent lot.
8. **Parking:**
    a. At least **two (2) off-street spaces for primary residents** (if applicable).
    b. At least **one (1) space per guest room.**
    c. Parking must not be in **required front/side yard setbacks** and must be **screened** from view of adjacent properties.
9. **Signage:** No "Vacancy," "Rent," etc. signs allowed.
10. **Local Contact:**
    a. Name and phone number posted inside the STR.
    b. Must respond to complaints **24 hours a day, seven (7) days a week** during rental periods.
11. **Safety Equipment:**
    a. Operational smoke and carbon monoxide detectors.
    b. One (1) 2.5-pound Class A-B-C fire extinguisher per floor.
    c. Prominently displayed and legible 9-1-1 address on building exterior.
12. **Structures:** No rentals permitted in **accessory structures, outdoor spaces,** or **Recreational Vehicles**.

PLANNING COMMENTS

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

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

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

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

Has certified		That there shall be no on-site employees.
Has certified		That the establishment shall not serve meals.
Has certified		That the guest rooms shall not contain cooking facilities.
Has certified		That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental.
Has certified		That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site.
Has certified		That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
Has certified		That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints.
Has certified		That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
Has certified		That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
Has certified		That the address of the dwelling shall be prominently displayed and legible on the building.

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

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

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

The Planning Commission should consider a holdover of the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

If the Planning Commission and City Council consider approving the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
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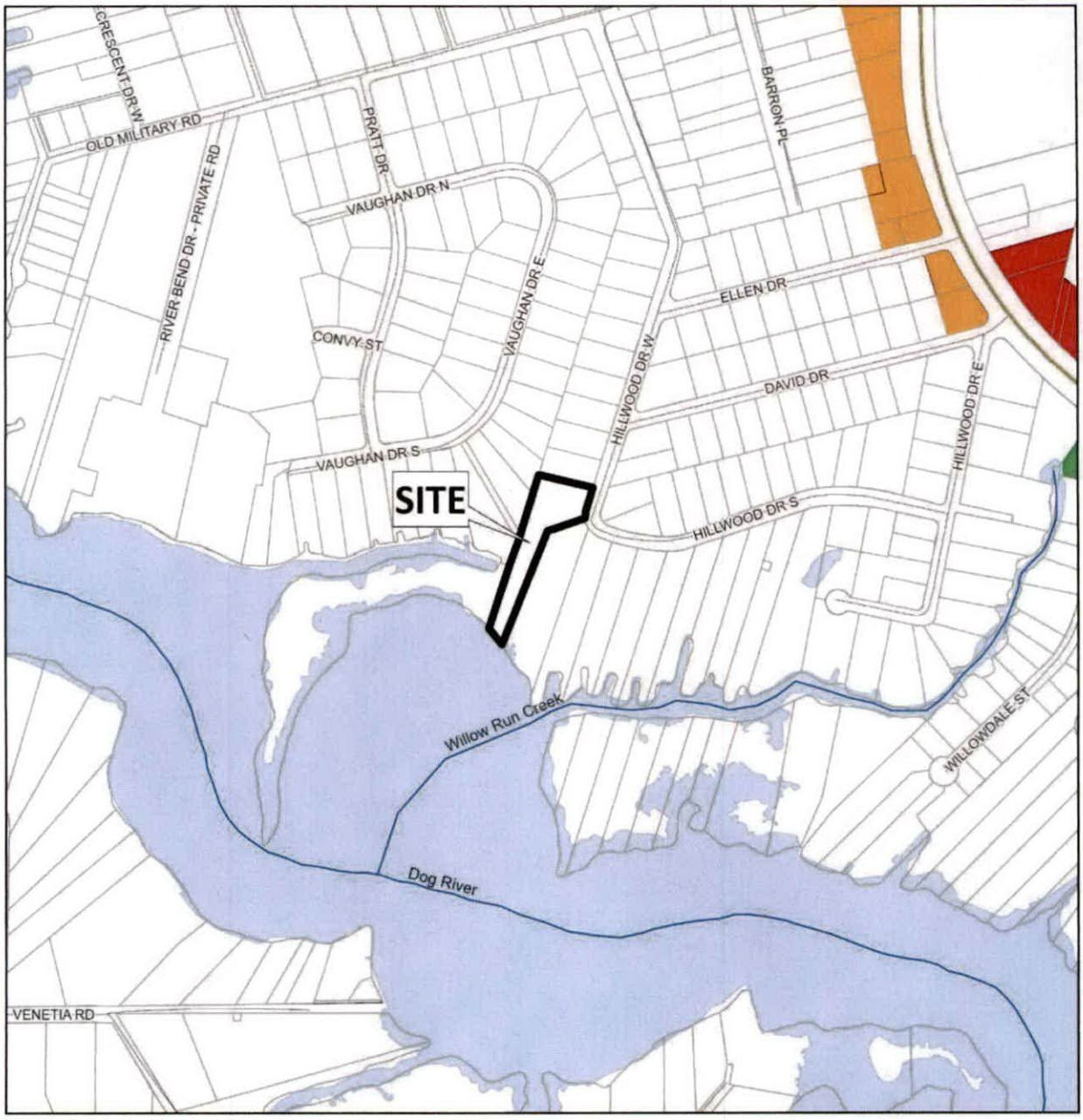
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Provision of a revised site plan depicting the location of any/all garbage cans or other waste refuse bins;
2. Provision of photographs proving that all waste (garbage) refuse containers are screened from view;
3. Revision of the site plan to illustrate the required off-street parking spaces;
4. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE July 17, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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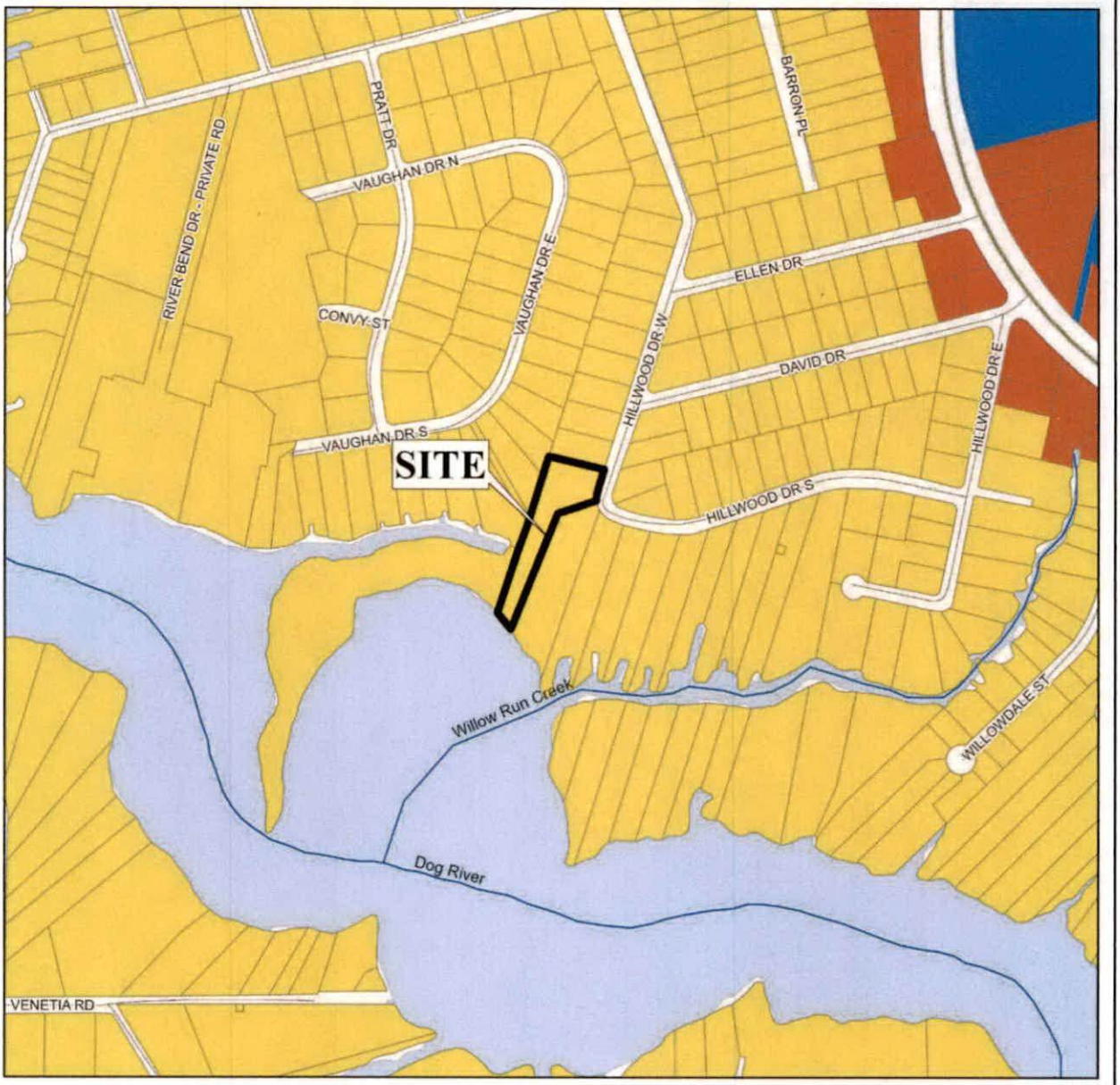
FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE July 17, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
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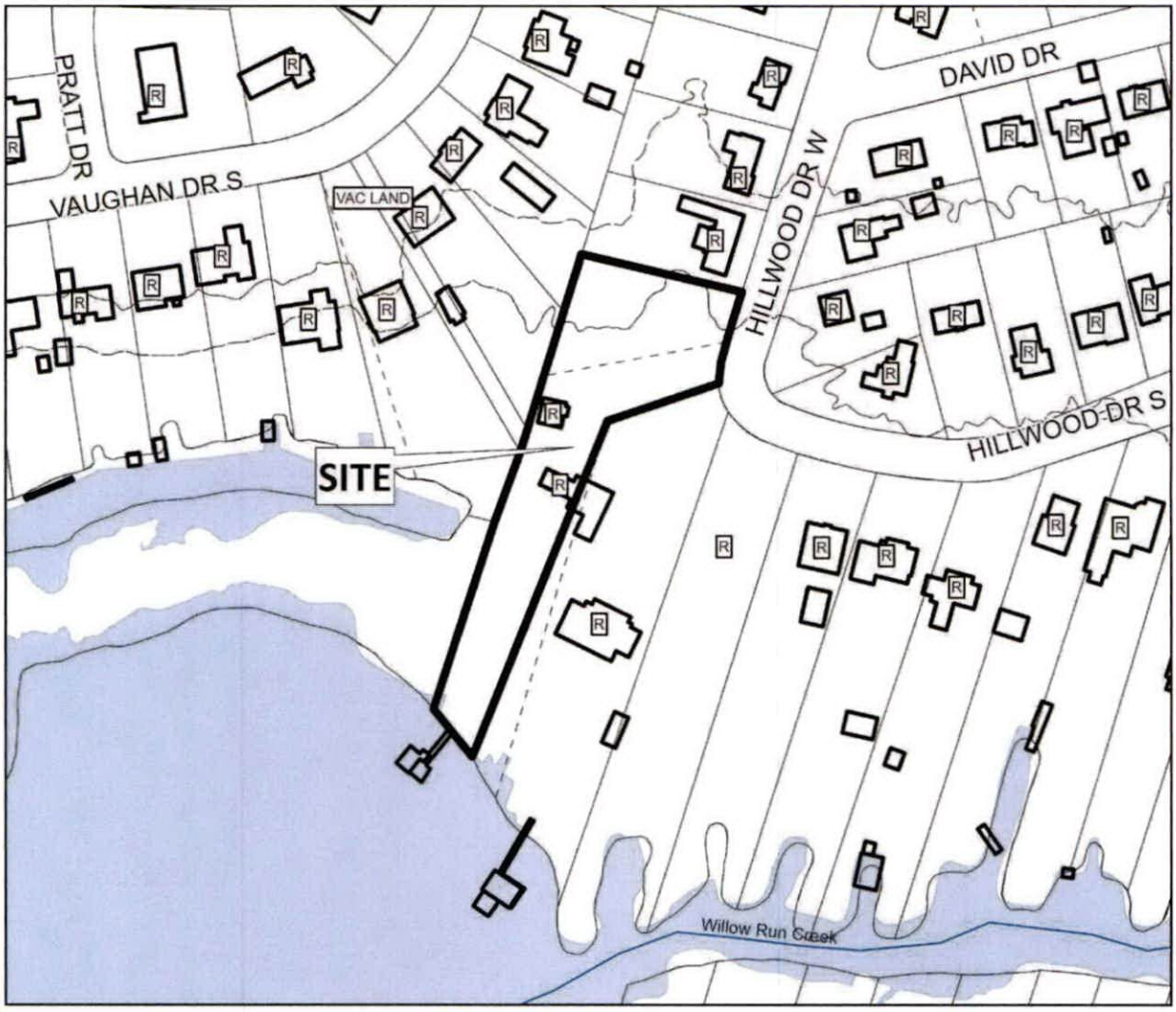
PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 5 DATE July 17, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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

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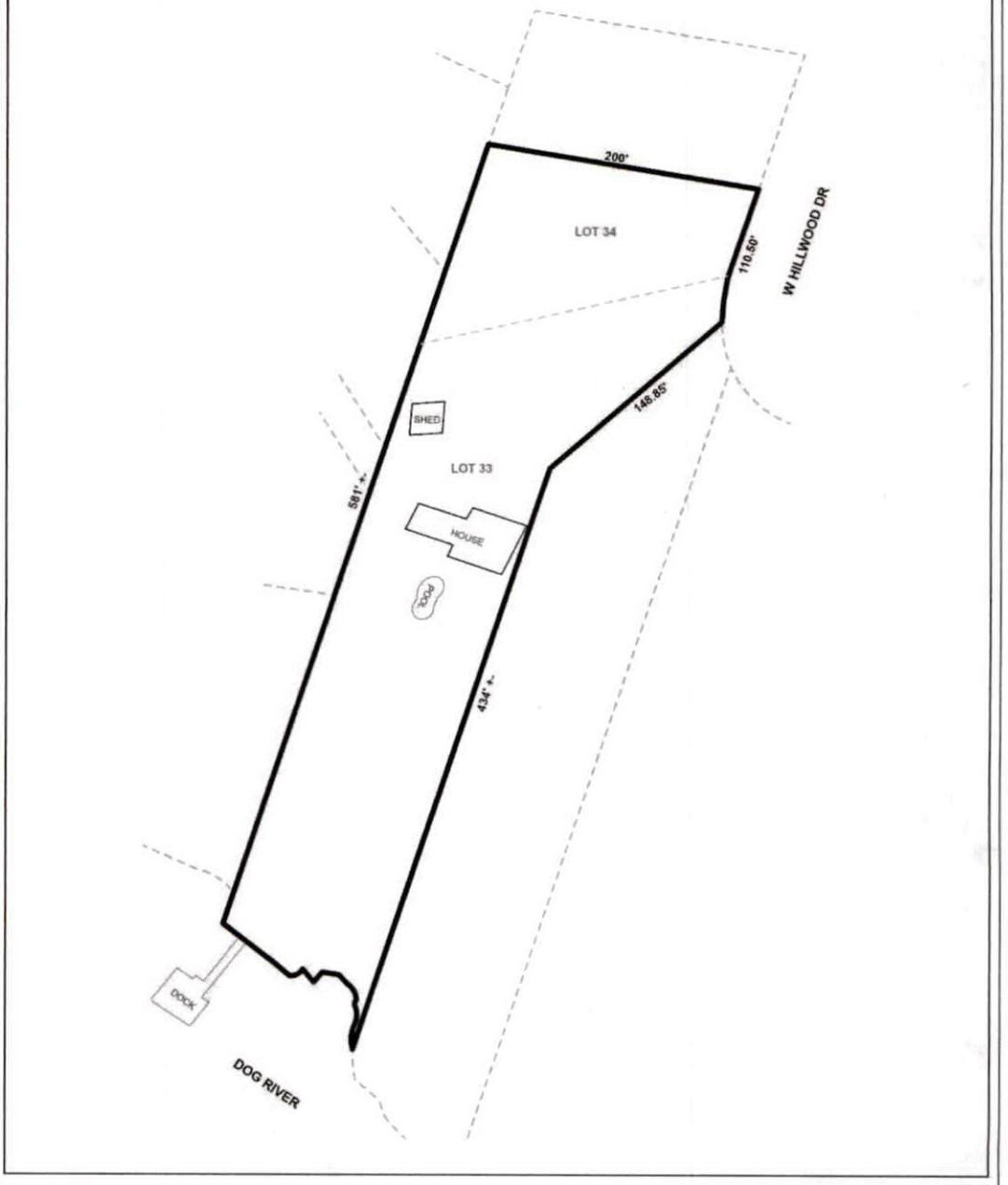
SITE PLAN



The site plan illustrates existing buildings, pool and dock.

APPLICATION NUMBER	5	DATE	July 17, 2025
APPLICANT	Ryan Kozlowski, R&P Investing, LLC		
REQUEST	Conditional Use Permit STR		

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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)

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 550 Providence Park Drive East

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 16, 2025**, a public hearing will be held on the **21st** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 550 Providence Park Drive East to allow construction of a healthcare facility with multiple buildings on a single building site.

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 April 21, 2022, amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site located at 550 Providence Park Drive East and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE NORTH 89° - 51' - 12" EAST 263.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° - 12' - 19" WEST ALONG THE WEST LINE OF LOT 2, PROVIDENCE PARK, UNIT SEVEN AS RECORDED IN MAP BOOK 108, PAGE 87 A DISTANCE OF 170.21 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 61° - 50' - 25" EAST 314.43 FEET TO A CORNER OF LOT 1, PROVIDENCE PARK, UNIT TWO AS RECORDED IN MAP BOOK 72, PAGE 49; THENCE NORTH 87° - 08' - 35" EAST 137.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTHEASTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 809.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 141.02 FEET (CHORD BEARS SOUTH 02° - 46' - 38" EAST 140.84 FEET) TO THE P.T. THEREOF; THENCE SOUTH 07° - 44' - 30" EAST 92.28 FEET TO THE P.C. OF A 577.47 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 19.14 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET (CHORD BEARS SOUTH 33° - 08' - 16" WEST 34.01 FEET) TO THE P.T. THEREOF;

THENCE SOUTH 76° - 00' - 11" WEST 116.14 FEET TO THE P.C. OF A 799.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 108.31 FEET; THENCE SOUTH 06° - 13' - 52" EAST 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION, RESUBDIVISION OF LOT 3A AS RECORDED IN INSTRUMENT NUMBER 2021063287; THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A 849.14 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 183.74 FEET (CHORD BEARS SOUTH 89° - 58' - 03" WEST 183.38 FEET) TO THE NORTHWEST CORNER OF LOT 4; THENCE CONTINUE WESTWARDLY ALONG AN 850.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 274.98 FEET (CHORD BEARS NORTH 74° - 40' - 00" WEST 273.79 FEET) TO THE P.T. THEREOF; THENCE NORTH 65° - 18' - 37" WEST 217.00 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE SOUTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on July 21, 2025, to allow construction of a healthcare facility with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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. 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. 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 Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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 synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of October, 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 24th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **550 Providence Park Drive East.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **April 21, 2022.** The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development (PUD) **amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.** If approved, the major modification will allow construction of a healthcare facility with multiple buildings on a single building site, subject to the following proposed conditions: 1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete; 2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements; 3. Revision of the site plan to provide the number of beds and number of proposed parking spaces; 4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate; 5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and, 7. 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 **April 21, 2022, amending a previously approved master plan**, to allow construction of a healthcare facility with multiple buildings on a single building site located at **550 Providence Park Drive East** and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE NORTH 89° - 51' - 12" EAST 263.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° - 12' - 19" WEST ALONG THE WEST LINE OF LOT 2, PROVIDENCE PARK, UNIT SEVEN AS RECORDED IN MAP BOOK 108, PAGE 87 A DISTANCE OF 170.21 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 61° - 50' - 25" EAST 314.43 FEET TO A CORNER OF LOT 1, PROVIDENCE PARK, UNIT TWO AS RECORDED IN MAP BOOK 72, PAGE 49; THENCE NORTH 87° - 08' - 35" EAST 137.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTHEASTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 809.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 141.02 FEET (CHORD BEARS SOUTH 02° - 46' - 38" EAST 140.84 FEET) TO THE P.T. THEREOF; THENCE SOUTH 07° - 44' - 30" EAST 92.28 FEET TO THE P.C. OF A 577.47 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 19.14 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET (CHORD BEARS SOUTH 33° - 08' - 16" WEST 34.01 FEET) TO THE P.T. THEREOF; THENCE SOUTH 76° - 00' - 11" WEST 116.14 FEET TO THE P.C. OF A 799.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 108.31 FEET; THENCE SOUTH 06° - 13' - 52" EAST 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION, RESUBDIVISION OF LOT 3A AS RECORDED IN INSTRUMENT NUMBER 2021063287; THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A 849.14 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 183.74 FEET (CHORD BEARS SOUTH 89° - 58' - 03" WEST 183.38 FEET) TO THE NORTHWEST CORNER OF LOT 4; THENCE CONTINUE WESTWARDLY ALONG AN 850.00 FOOT RADIUS CURVE TO THE

RIGHT AN ARC DISTANCE OF 274.98 FEET (CHORD BEARS NORTH 74° - 40' - 00" WEST 273.79 FEET) TO THE P.T. THEREOF; THENCE NORTH 65° - 18' - 37" WEST 217.00 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE SOUTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on **July 21, 2025, to allow construction of a healthcare facility with multiple buildings on a single building site.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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. 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. 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 Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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

Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
550 Providence Park Drive East
Council District 6
Josh Woods

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 10, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site**,** for the property located at **550 Providence Park Drive East.**

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

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Clarence Ball
1 Southern Way
Mobile, Alabama 36619

Re: 550 Providence Park Drive East
MOD-003425-2025
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.

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

At its meeting on August 21, 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 hall 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:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$651.32.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 550 Providence Park Drive East
MOD-003425-2025
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, August 20, 2025, to allow adequate time for the Commission members to review the information.

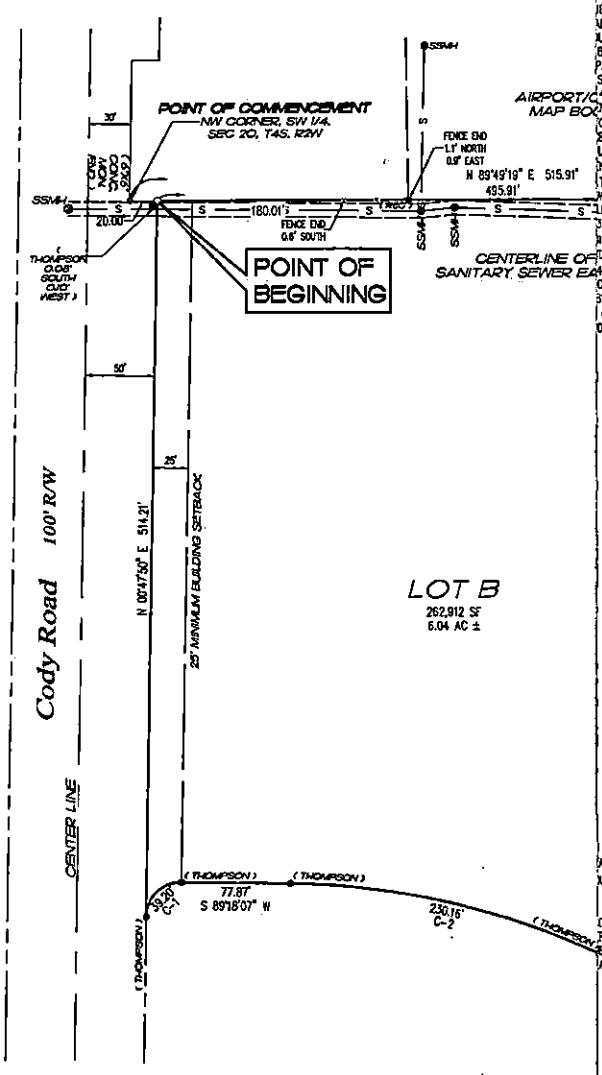
If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

Inst. # 2022037757 Pages: 1 of 1 I certify this instrument filed on: 5/ 10:56 AM
Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $
Clerk: TMCCAFFERTY

LEGAL DESCRIPTION:

THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE
/A; THENCE NORTH 89° – 49'– 19"EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;
E NORTH 89° – 49'– 19"EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS
AP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° – 07'– 41"EAST 17.84
UTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE NORTH 89° – 51'
61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° – 12'– 19"WEST ALONG THE WEST LINE OF LOT
PARK, UNIT SEVEN AS RECORDED IN MAP BOOK 108, PAGE 87 A DISTANCE OF 170.21 FEET TO THE SOUTHWEST CORNER OF
SOUTH 61° – 50'– 25"EAST 314.43 FEET TO A CORNER OF LOT 1, PROVIDENCE PARK, UNIT TWO AS RECORDED IN MAP
49; THENCE NORTH 87° – 08'– 35"EAST 137.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST
NCE PARK DRIVE EAST; THENCE SOUTHEASTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 809.42 FOOT
O THE LEFT AN ARC DISTANCE OF 141.02 FEET (CHORD BEARS SOUTH 02° – 46'– 38"EAST 140.84 FEET) TO THE P.T.
E SOUTH 07° – 44'– 30"EAST 92.28 FEET TO THE P.C. OF A 577.47 FOOT RADIUS CURVE TO THE LEFT; THENCE
LY ALONG THE ARC OF SAID CURVE 19.14 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF
NCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET (CHORD BEARS SOUTH 33° – 08'– 16"WEST 34.01
T. THEREOF; THENCE SOUTH 76° – 00'– 11"WEST 116.14 FEET TO THE P.C. OF A 799.14 FOOT RADIUS CURVE TO THE
ESTWARDLY ALONG THE ARC OF SAID CURVE 108.31 FEET; THENCE SOUTH 08° – 13'– 52"EAST 50.00 FEET TO A POINT
LINE OF LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION, RESUBDIVISION OF LOT 3A AS RECORDED IN INSTRUMENT
3287; THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A 849.14 FOOT RADIUS CURVE TO THE
ISTANCE OF 183.74 FEET (CHORD BEARS SOUTH 89° – 58'– 03"WEST 183.38 FEET) TO THE NORTHWEST CORNER OF LOT
INUE WESTWARDLY ALONG AN 850.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 274.98 FEET (CHORD
4° – 40'– 00"WEST 273.79 FEET) TO THE P.T. THEREOF; THENCE NORTH 65° – 18'– 37"WEST 212.00 FEET TO THE P.C.
OT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF;
59° – 18'– 07"WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY
OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° – 44'– 39"WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST
OAD; THENCE NORTH 00° – 47'– 50"EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS
C-1	89°50'53"	39.20'	25.00'
C-2	23°58'34"	230.16'	550.00'
C-3	18°32'09"	274.98'	850.00'
C-4	12°23'51"	183.74'	849.14'
C-5	7°45'56"	108.31'	799.14'
C-6	85°43'50"	37.41'	25.00'
C-7	9°58'56"	141.02'	809.42'
C-8	11°25'16"	115.11'	577.47'

I, GERALD D. BYRD FOR BYRD SURVEYING, INC., HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

GERALD D. BYRD, ALABAMA LICENSE NO. 9425 DATE 05/17/22

OWNER: PROVIDENCE PARK, INC.

TODD S. KENNEDY, PRESIDENT

ATE OF ALABAMA
UNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT
DD S. KENNEDY, WHOSE NAME AS PRESIDENT OF PROVIDENCE PARK, INC. IS SIGNED TO THE FOREGOING
RTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF
E CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME
ARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 19 DAY OF May, 2022.

NOTARY PUBLIC MY COMMISSION EXPIRES 6-11-23

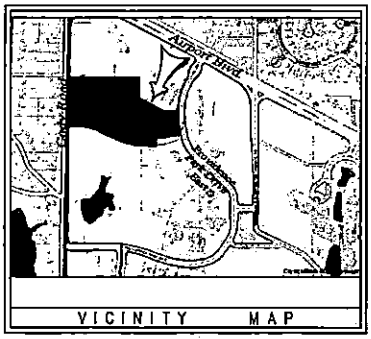
DONNA KERRISON
My Commission Expires
June 11, 2023

APPROVED: MOBILE CITY PLANNING COMMISSION

ITS SECRETARY DATE 05/27/2022

APPROVED: TRAFFIC ENGINEER DATE 05.25.22

APPROVED: CITY ENGINEER DATE 5/27/2022



- THIS DRAWING DOE RESEARCH BY THIS ON THE GROUND O
- I HAVE CONSULTED T RATE MAP # 015007 DESCRIBED PROPERTY
- DRAWING SHOULD NO ARE EXAGGERATED
- FIELD DATA TAKEN –
- BEARINGS REFER TO
- FURNISHED DESCRIPTI
- TYPE OF SURVEY – S
- ALL PROPERTY CORNE UNLESS OTHERWISE M

PROVIDENCE PARK, NORTHWEST DEVELOPMENT PARCEL RESUBDIVISION

BYRD SURVEYING, INC.

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 60'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
MAY 17, 2022

(R) = RECORD MEASUREMENT FROM DEED, PLAT(S), OR OTHER RECORDED INSTRUMENT(S)
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
Δ = DRILL HOLE FOUND Δ= DRILL SUBSTANCE, INC. 5/8" CAPPED REBAR SET
Δ = CHISEL "X" FOUND Δ= CAPPED REBAR FOUND (COMPANY NAME)
U.T.S. = UNABLE TO SET CORNER
P.I.C. = PARTY FENCE ON LINE
O.U.E. = OVERHEAD UTILITIES
M.B.C. = MAIL & BOTTLE CAP
"X" = "X" IN CONCRETE
REF. = REFERENCE POINT
= FENCE
⊕ = CONCRETE MONUMENT
ASPH. = ASPHALT
CONC. = CONCRETE
D.W. = CITY TRAFFIC
U.P. = UTILITY POLE

City of Mobile • Planning &Zoning

Application Completeness Review

The Planning & Zoning staff have reviewed the below referenced submittal (Case #) and required items are not included with the application.

Please note, an incomplete application (which includes payment of required fees) cannot be processed and consequently cannot be placed on a Planning Commission or Board of Adjustment agenda.

Any shot clock associated with an application for a Class 1-4 Telecommunications Permit does not commence until a complete application is filed.

In order for an application to be complete, the items below must be submitted, and all fees paid.

Applicant Name:	Clarence Ball, Ball Healthcare
Case #	MOD-003425-2025
Application Address	550 Providence Park Dr. E.
Deficiencies	- Mailing labels. Please provide labels with the addresses of all property owners whose properties are within 300 feet of the subject site. - Site plan. Please provide a digital copy of the proposed site plan as well as the AutoCAD (.dwg) file to planning@cityofmobile.org. -Owner authorization. A corporate letter of authorization signed by Clarence Ball was submitted; however, we are unable to verify Mr. Ball's affiliation with Parkway Property Holdings, LLC. Please provide one of the following to satisfy this requirement: 1) A revised authorization letter issued by Parkway Property Holdings, LLC explicitly authorizing Mr. Ball to act on their behalf; or 2) Documentation confirming that Mr. Ball is an officer or authorized agent of Parkway Property Holdings, LLC. - Legal description. A complete legal description of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Reviewed By: Logan Anderson

Date: 07/21/2025

MOD-003425-202

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

- ☐ **Conditional Use Permits** — Checklist A
- ☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare	Kadre Engineering, LLC
Phone:	[redacted]	[redacted]
Email:	[redacted]	[redacted]
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

PLANNING AND ZONING
21 JUL 2025 AM9:10

	Owner	Design Professional
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare / Parkway Property Holdings	Kadre Engineering, LLC
Phone:	[redacted]	[redacted]
Email:	[redacted]	[redacted]
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

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

550 Providence Park Drive E, Mobile, AL 36695 — Property Address

14 Acres — Property Area (acres or square feet)

02759811, 12800142, 12800145 — Parcel Number(s) or Key Number(s)

B - 3; Previously approved as PUD — Present Zoning or Transect District

Same — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Clarence Ball III — Owner Signature

7/18/2025 — Date

David Dichiara [redacted] — Applicant or Agent Signature (if applicable)

7/18/2025 — Date

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

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

David Dichiara [redacted] — Applicant or Agent Signature

7/18/2025 — Date

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.
   The project proposes the same uses as previously approved in the PUD, provides similar uses as exist on adjacent properties.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   Neighboring uses also include healtcare uses such as hospitals, specialized medical practices, lodging and other very similar uses. The site and aesthetics of the proposed structure is pleasing and meets and/or exceeds current ordinances and adjacent neighboring sites.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The project will provide a needed resource to the City and its residences. Additional healthcare facilities will help promote and improve adjacent properties by providing a high quality project of similar use thus improving property values and business growth.

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

PLANNING AND ZONING
21 JUL 2025 AM9:10

6. Please provide the following information:

- [x] The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The project will include two building structures, a ninety-eight bed skilled nursing facility (approximately 67,900 square feet) and a Maintenance Building (approximately 1,800 square feet). Both building will be Type VA Construction, finished in masonry, fiber cement board, asphalt shingles and metal roofs. The structures are less than forty four feet in height.

- [x] The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A landscape architect has full designed landscaping for the site in accordance with the City's ordinance which has been provided as part of site's required city permitting documents.

- [x] Lighting:

Lighting for the project is designed to meet all applicable codes adopted by the City of Mobile. This includes exterior (site) and interior lighting. Site lighting consists of lighting the parking areas, access streets and means of egress from the building structures. Photometric site plan will be submitted to the Planning & Zoning Department as requested in the initial review.

- [x] Hours of operation:

Visitor hours will be from 8am to 5pm. The facility will be staffed 24 hours a day, seven days a week, as required to provide the level of care necessary for patients.

- [ ] Other conditions that are unique to the use of the property:

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 project has been designed to follow all required buidling codes, city ordinances and state regulations as they apply to this project. This ensures a project that meets or exceeds requirements and is quality project that is not detrimental to public health.

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.

With the City's growth, careful attention needs to be placed to ensure project such are provided to Mobile's citizens. Once completed this project will provide a state of the art skilled nursing facility that will enhance the quality of life of those it serves. It is in the best public interest that this project be completed so that citizens have the option available to them to receive the healthcare they require locally.

MOD-003425-202

City of Mobile • Planning &Zoning

Planning Commission Application

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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:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare	Kadre Engineering, LLC
Phone:	251-433-9801	205-777-9064
Email:	cmball@ballhealth.com	ddichiara@kadre-eng.com
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

PLANNING AND ZONING
21 JUL 2025 AM9:10

	Owner	Design Professional
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare / Parkway Property Holdings	Kadre Engineering, LLC
Phone:	251-433-9801	205-777-9064
Email:	cmball@ballhealth.com	ddichiara@kadre-eng.com
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02759811, 12800142, 12800145 — Parcel Number(s) or Key Number(s)

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Same — Proposed Zoning or Transect District (if applicable)

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This requirement applies to any of the following applications:

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

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

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

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

Clarence Ball — Owner Signature

7/18/2025 — Date

David Dichiara — Applicant or Agent Signature (if applicable)

7/18/2025 — Date

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David Dichiara — Applicant or Agent Signature

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   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

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

   The project will provide a needed resource to the City and its residences. Additional healthcare facilities will help promote and improve adjacent properties by providing a high quality project of similar use thus improving property values and business growth.

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

PLANNING AND ZONING
21 JUL 2025 AM9:10

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- [x] The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

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- [x] The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A landscape architect has full designed landscaping for the site in accordance with the City's ordinance which has been provided as part of site's required city permitting documents.

- [x] Lighting:

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- [x] Hours of operation:

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Outlook

Re: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/21/2025 11:12 AM
To David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>
Cc Chloe.Franklin@1lemoine.com <chloe.franklin@1lemoine.com>

1 attachment (67 KB)
Invoice - Providence Park Rehabilitation & Healthcare (MOD-003425-2025).pdf;

Good morning,

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

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on July 21, 2025**, the application will be scheduled for the **August 21, 2025,** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

Billing contacts associated with the request with Customer Self-Service Portal (CSS) accounts are: Clarence Ball (cmball@ballhealth.com) and David Dichiara (ddichiara@kadr-eng.com). Said contacts may log into their CSS account and pay the associated fees by opening the Major Modification case number listed in the subject line of this email.

If you do not have access to the case or do not have a registered CSS account, you may pay the fees via telephone by calling **(251) 208-7904**; or a business/cashier's check made payable to "City of Mobile" may be delivered to the Planning and Zoning Department at 205 Government Street, 3rd Floor, South Tower, Mobile, AL 36633.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any

other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

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

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, July 21, 2025 10:00 AM
To: David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>
Subject: Re: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

All,

I failed to mention that we'll need one additional item for your application to be considered complete:

A complete legal description of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

This will not hold-up your current application, but, as mentioned, it will need to be provided before the application can be forwarded to City Council. Please provide this information in a Microsoft Word document to planning@cityofmobile.org.

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, July 21, 2025 9:45 AM

To: David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>
Subject: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

Good morning,

Staff has reviewed the above referenced Major Modification application submitted to our office and have determined it is **incomplete**. Please see the attached **Application Completeness Review** form for additional information.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

For your convenience I have provided the list of addresses that are required to be notified of the public hearing.

If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

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

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Clarence M. Ball, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at Providence Park Drive, Mobile, AL 36695.

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

David Dichiara	Wes Fulmer
Designee (1)	Designee (2)
[redacted]	
Email	Email
[redacted]	
Phone Number	Phone Number
Clarence Ball	6-12-25
Signature of Property Owner	Date

PLANNING AND ZONING
21 JUL 2025 AM 9:11

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Clarence M. Ball, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at Providence Park Drive, Mobile, AL 36685.

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

David DiChiara
Designee (1)

ddichiara@kadre-eng.com
Email

205-777-9064
Phone Number

Clarence Ball
Signature of Property Owner

Wes Fulmer
Designee (2)

Email

Phone Number

6-12-25
Date

PLANNING AND ZONING
21 JUL 2025 AM 9:11

Agenda Item # 7

MOD-003425-2025

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

Applicant Materials for Consideration

DETAILS

Location:
550 Providence Park Drive East

Applicant / Agent:
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

Property Owner:
Parkway Property Holdings, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with seven (7) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units to the west, and commercial units to the east.

APPLICATION NUMBER 7 DATE August 8, 2025

APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site came before the Planning Commission at its April 21, 2022 meeting as part of a Subdivision and a Planned Unit Development (PUD) to allow the creation of two (2) new lots with access to private streets.

The site has not been before the Board of Zoning Adjustment previously.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. C2.0) as the PUD Site Plan.
2. Show and label the proposed sidewalk along Cody Rd. and Providence Park Dr. E.
3. Label the existing public roadways.
4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. 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).
    b. 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.
    c. 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.
    d. 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.
    e. 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.
    f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The site has been before the Planning Commission previously as part of a Planned Unit Development (PUD) in 2022. At that time, no development was depicted for the subject site. As the applicant is now ready to move forward with the development of the subject site, a Major Modification is required to amend the previously approved plans.

Detailed descriptions of the request are available via the links on page 1 of this report.

The applicant is proposing to build a new rehabilitation center with associated parking and a maintenance building on Lot A of the Providence Park, Northwest Development Parcel Resubdivision, with access to Cody Road depicted through Lot B of the same Subdivision.

It should be noted that the proposed access to Cody Road is depicted as being surfaced with gravel. The UDC requires all access and maneuvering areas to be paved with either asphalt or concrete. If approved, the site plan should be revised to depict compliance with paving requirements.

Because this is the first commercial development of the property, it will be required to fully comply with tree planting and landscape area requirements.

The application does not state how many patient beds the facility will have. The UDC requires medical facilities with overnight patients to have one (1) parking space per bed. If approved, the site plan should be revised in order to provide both the number of beds and the number of parking spaces. Any parking provided over the minimum required number, must be paved with an Alternative Paving Surface.

It should be noted that future development or redevelopment of either lot may require additional modifications of the 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.

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. 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. 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:

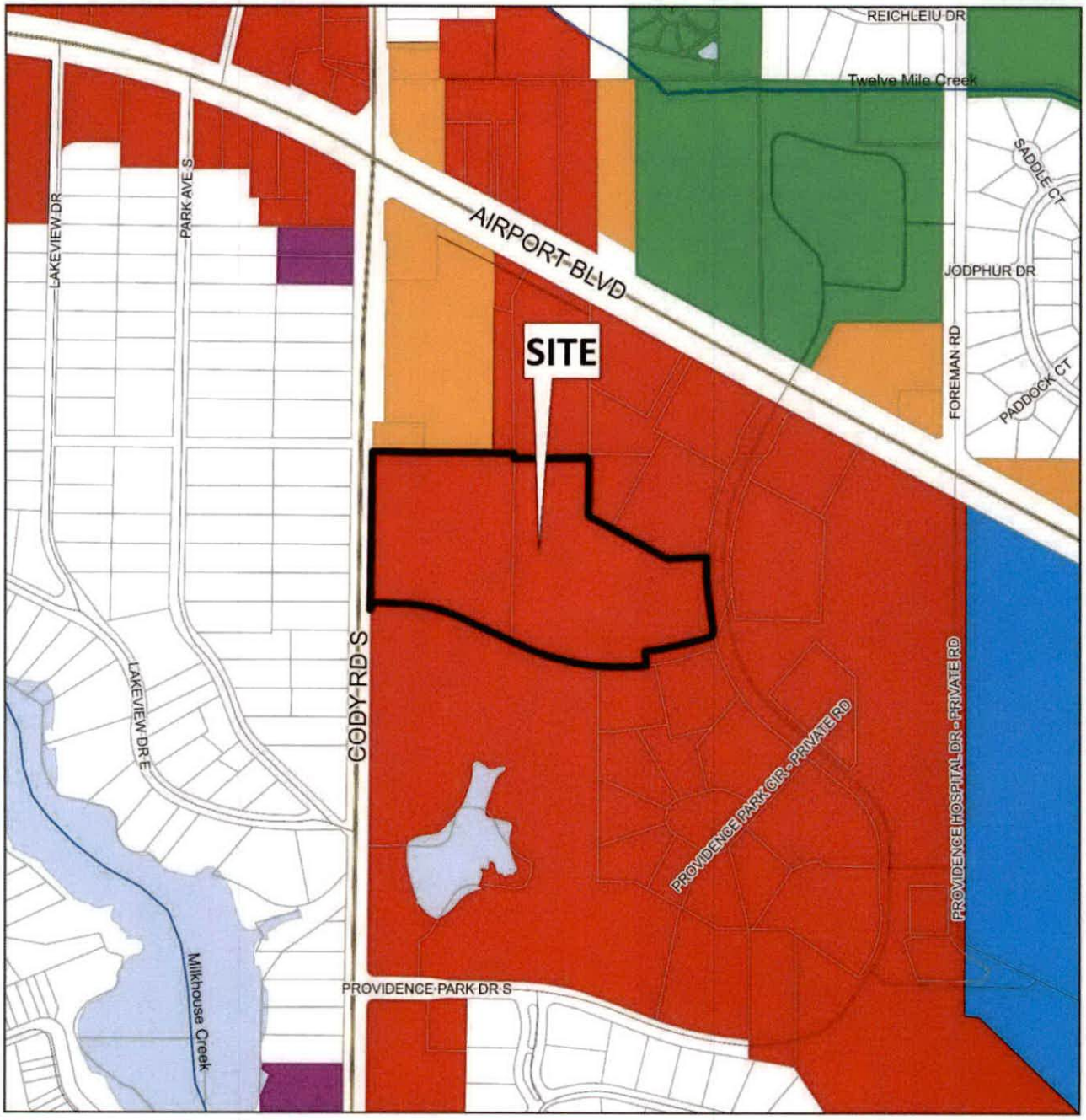
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. 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 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. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE August 8, 2025

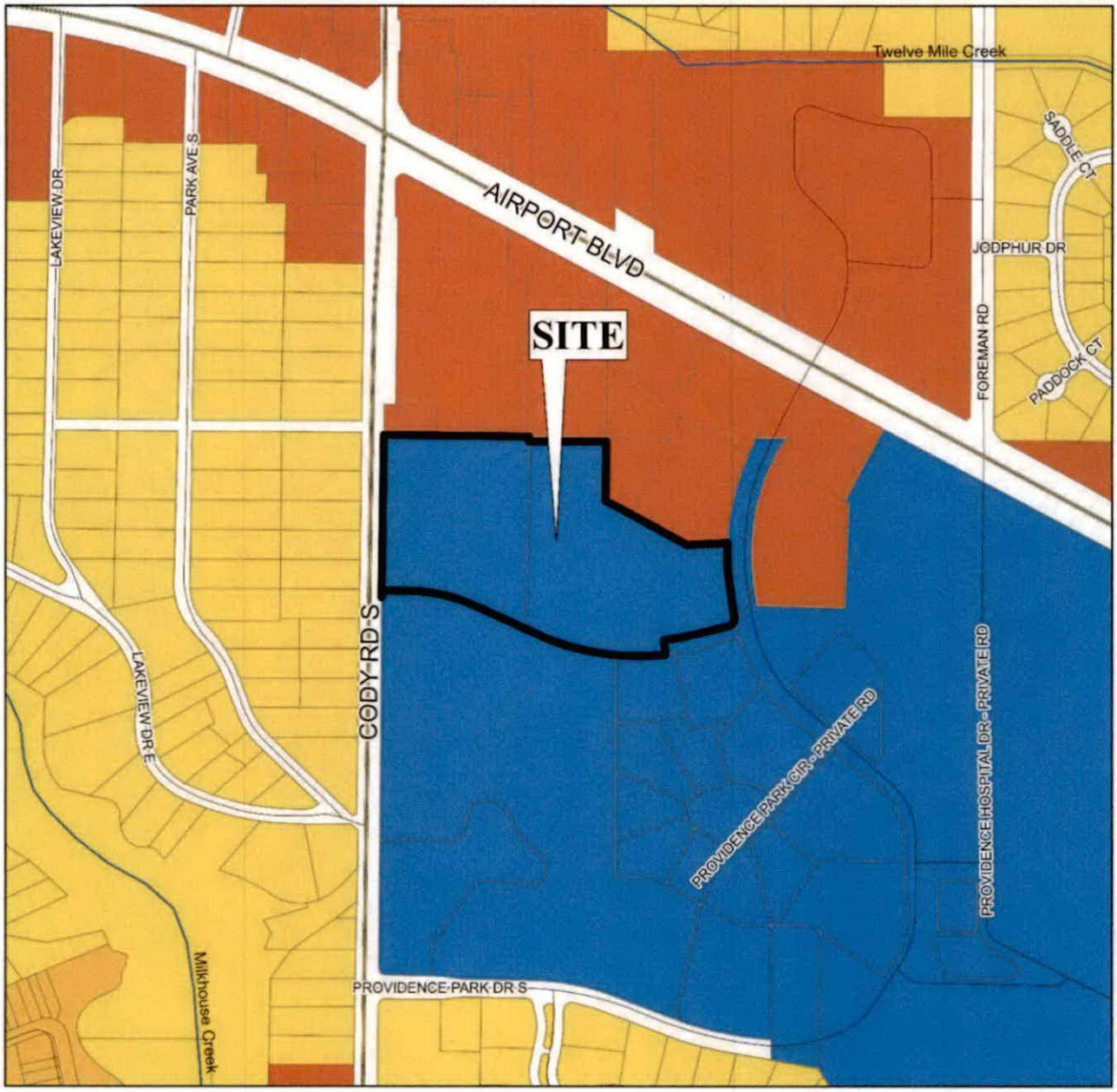
APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE August 8, 2025

APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

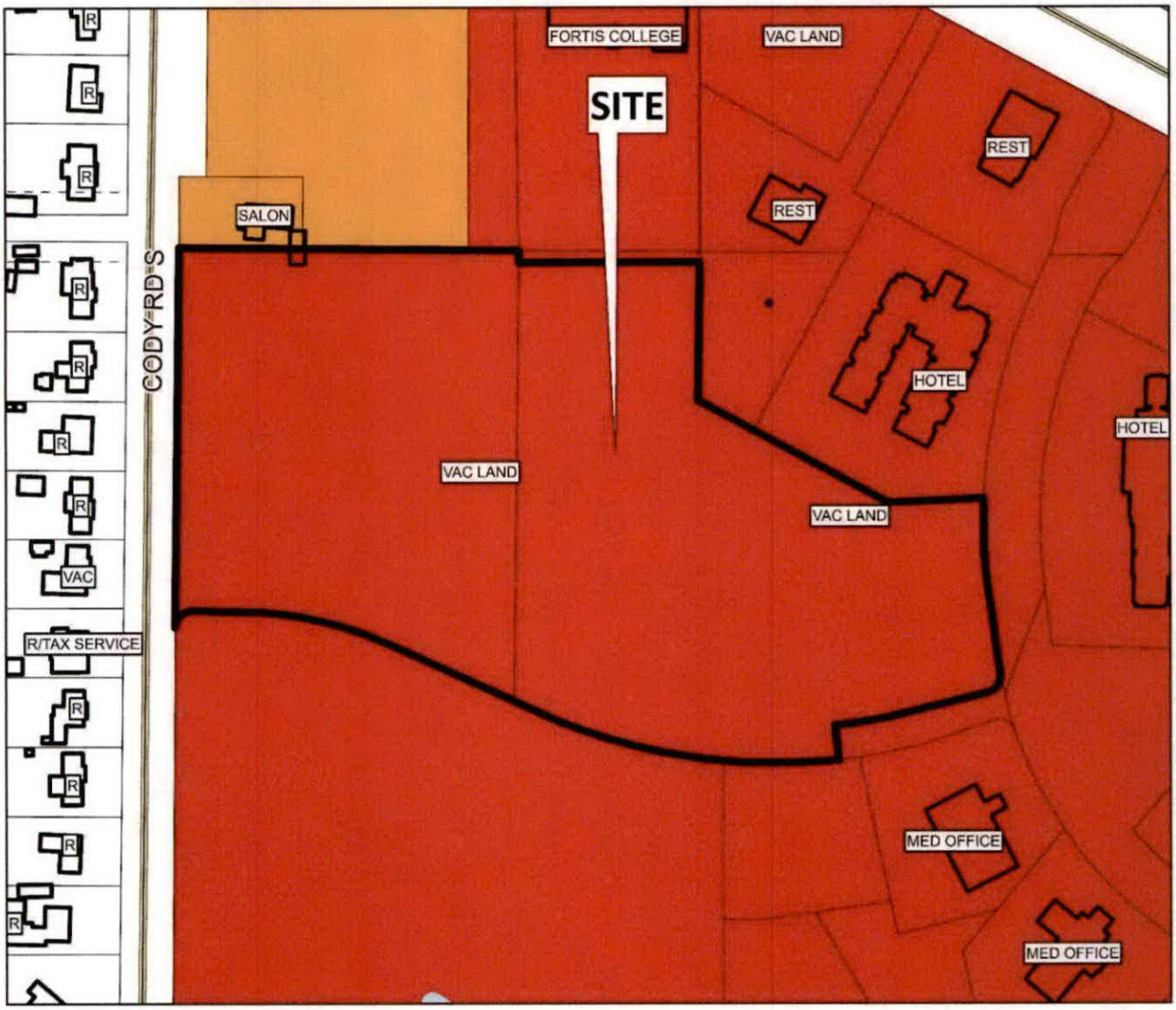
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the west, and commercial units to the east.

APPLICATION NUMBER 7 DATE August 8, 2025

APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

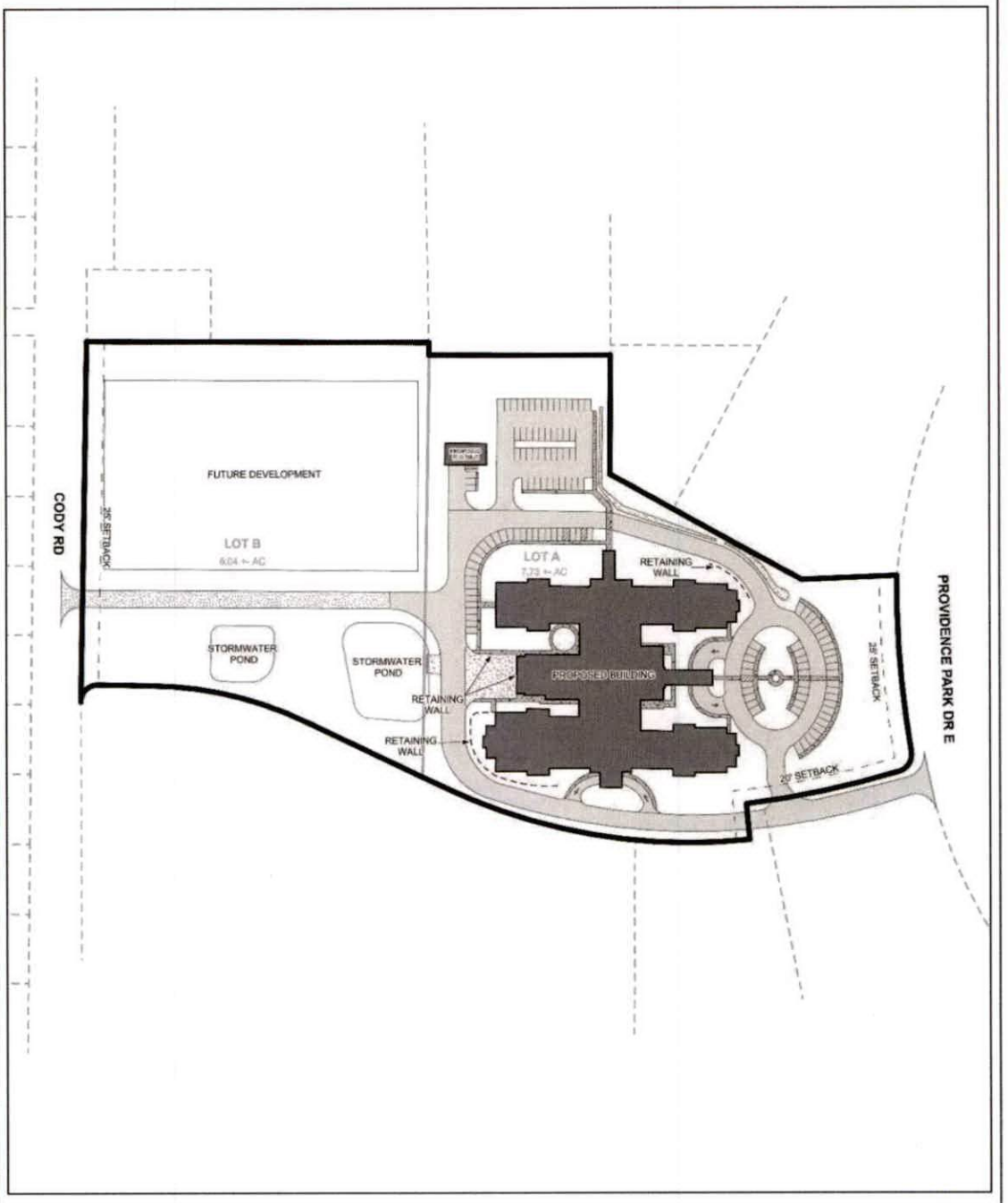
REQUEST PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates proposed buildings, drives and setbacks.

APPLICATION NUMBER 7 DATE August 8, 2025	N
APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)	
REQUEST PUD Modification	NTS

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

Zoning District Correspondence Matrix

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

Institutional Land Use (INS)

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

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

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, September 23, 2025 10:06:40 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: Mary S. Plmer and Attorney Matt Green

Date To Address Council: 2025-10-21

Address: 4209 Aldebaran Way

Email: mlsp0121@gmail.com

Phone: 251-661-4194

Subject And Specific Questions: Request for a Boyington Day annually in May, preferably on May 10, the day Nathaniel Frost was killed. Charles Boyington was accused and his fate, by hanging, was sealed.

Pertain To City Business: The Boyington Oak is Mobile's oldest and most famous legend. It is a controversial case with facts that question Boyington's guilt, and indicate that his trial may have been unfair. The Boyington Oak is Mobile's oldest and most famous legend. Facts indicate that his trial may have been unfair. Tbe Boyington Oak is Mobile's oldest and most famous legend. Facts indicate that his trial may have been unfair. It's part of the history of Mobile and will be lost if it isn't preserved.

Signature: Mary S. Palmer

Signature Verify: X

Agree: X

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Apostle Valencia Green Date: 10.14.25

Address: 603 Delaware St.

Phone: (251) 322.8540 Email: valenciagreen@gmail.com

Date to Address City Council: Tuesday, October 21, 2025

Subject and/or specific questions (must complete):

MAWS, City of Mobile and Address Ordinance

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

It serves as a request for the city of Mobile to reimburse it's citizens for Tuesday, October 14, 2025 for their water in The Down the Bay Community for water loss because of it being brown. In addition, an ordinance needs to be in place so that addresses are made visible in our community for safety purposes

Signature: _____

CITY CLERK DEPARTMENT
2025 OCT 16 PM 2:39

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: LAkeisha Clements Date: 10-16-25

Address: 73 Acacia st

Phone: 251 367 7630 Email:

Date to Address City Council: Oct. 21,

Subject and/or specific questions (must complete):

& About Phattuesdays Sports bar

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

I want to give my imput on it. I was at work last Tuesday

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Ordinance to adopt Chapter 52 Real Property Maintenance and Enforcement Article VIII. Vacant Structure Registry for Henry Aaron Loop

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Vacant Structure Registry 2025-09-04 - clean copy (tcl)

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

ORDINANCE TO ADOPT CHAPTER 52 – REAL PROPERTY MAINTENANCE AND ENFORCEMENT ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

ARTICLE VIII. VACANT STRUCTURE REGISTRY FOR THE HENRY AARON LOOP

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

VACANT STRUCTURE REGISTRY

Sec. 52-200. Adoption.

There is hereby adopted a vacant structure registry code for the Henry Aaron Loop in the City of Mobile.

Sec. 52-201. Purpose.

(a) The city has determined that uninspected and unmonitored vacant commercial structures in the Henry Aaron Loop (i) present a fire hazard; (ii) are often utilized by vagrants and transients (including drug abusers and traffickers) as dangerous and unsafe temporary shelters; (iii) detract from private and/or public efforts to rehabilitate or maintain surrounding buildings; and (iv) require additional regulation and services to protect the health, safety and welfare of the public.

(b) Under this Article, Owners of vacant commercial structures in the Henry Aaron Loop must register such vacant structures with the city, pay a vacant structure registration fee as set forth herein, and otherwise conform to the requirements of this vacant structure code.

(c) It is the intent of this Article that, through a registration, inspection, and monitoring process, and other improved public safety efforts, vacant commercial structures in the Henry Aaron Loop will be kept weathertight and secure from trespassers, will provide safe entry to police officers and firefighters in times of emergency, will not impede private and/or public efforts to rehabilitate or maintain surrounding properties, and will not otherwise present a public nuisance.

(d) It is the city's further intent for the provisions of this Article to supplement Chapter 52 Article II, Abatement of Unsafe Buildings and Structural Nuisances, by placing the responsibility to register and maintain a vacant commercial structure on the Owner of the structure before a condition of the structure becomes unsafe or a public nuisance.

Sec. 52-202. Definitions.

(a) For purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them as follows:

(1) *Actively marketed:* A property is being "actively marketed" when its Owner is, in good faith, doing those things and performing those activities standard and effective in the industry necessary to sell or lease a structure, including, but not limited to, using the services of a realtor licensed in the State of Alabama, or advertising the availability of the structure for sale or lease.

(2) *Boarded:* A Vacant Structure shall be deemed to be "boarded" if in place of one or more exterior doors, other than a storm door, or of one or more windows, there is a sheet or sheets of plywood or similar material covering the space for such door or window, in compliance with Mobile City Code, Section 52-1, Property Maintenance Code Boarding Methods.

(3) *Code official:* The city's code official, as defined in Section 52-22 of this Chapter, or his or her designee.

(4) *Commercial structure*: Any structure used or intended to be used to generate revenue. Commercial structures include structures leased to tenants who occupy the property for non-commercial uses such as residences or offices of non-profit organizations.

(5) *Director*: The City of Mobile official designated by the Mayor as the person to whom the Code Official reports, either directly or through the chain of command.

(6) *Henry Aaron Loop*: That geographic area within downtown Mobile bounded by Beauregard Street on the north, Water Street on the east, Canal Street on the south, and Broad Street on the west.

(7) *Occupy/occupied/occupies:* Any building or structure shall be deemed to be "occupied" if one or more persons conducts a lawful business or lawfully resides in the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same.

(8) *Open:* A Vacant Structure shall be deemed to be "open" if any one or more exterior doors other than a storm door is broken, open, and/or closed but without a properly functioning lock to secure it; if one or more windows is broken or not capable of being locked and secured from intrusion; if any other opening in the structure allows entry into the structure by an unauthorized person; or any combination of the same.

(9) *Owner:* Any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the office of the judge of probate of the county, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the Mobile County Revenue Commissioner with the legal right to enter the property.

(10) *Square footage:* The gross interior floor area of the structure measured to the exterior face of perimeter walls, including basements and mezzanines, but excluding structured parking and unenclosed exterior areas.

(11) *Vacant Structure Registry:* The structure registry created pursuant to this Article, specifically by section 52-204(a).

(12) *Vacant Structure:* A commercial structure on a parcel of real property that either:

(A) Has, for a continuous period of at least six (6) months, lacked regular, lawful occupancy by persons entitled to be on the premises, excluding intermittent, token, or incidental presence not amounting to bona fide use**;** or

(B) Has had substantially all lawful business operations cease for at least six (6) months.

For purposes of this definition, if a discrete floor or other separately occupiable portion of a building has a current Certificate of Occupancy (CO) and is actively occupied, that occupied portion is not a Vacant Structure; however, any vacant portions of the building must be protected by fire-alarm systems that comply with Section 52-209(a)(5).

Sec. 52-203. Applicability, obligation to register, automatic registration, exemptions.

(a) *Applicability and obligation to register.* Except as provided in subsection (c) below, this Article is applicable to all Vacant Structures and their Owners in the Henry Aaron Loop in the City of Mobile. It is the obligation of the Owner of any Vacant Structure to register it with the Code Official in accordance with the provisions of section 52-204. Registration shall be required for all Vacant Structures, whether vacant and secure, vacant and open or vacant and boarded. Vacant Structures shall be registered on or before 30 days after becoming a Vacant Structure, unless exempt under subsection (c) below. The registration of a Vacant Structure and the payment of registration fees do not exonerate the Owner, agent, or responsible party from compliance with any other building code or zoning requirement.

(b) *Registration by Code Official.* When the Code Official has reason to believe a structure is a Vacant Structure that the Owner has failed to register, a notice will be posted on the subject structure stating that the Code Official has reason to believe that the structure is a Vacant Structure and directing the Owner to either (i) register the structure in accordance with the provisions of this Article or (ii) provide the Code Official evidence demonstrating that the structure is not a Vacant Structure. In addition to posting a notice on the suspected Vacant Structure, the Code Official shall, by certified mail; if undeliverable, by first-class mail, send a copy of the same notice to the Owner(s) of the property listed in the records of the Revenue Commissioner of Mobile County, or other records readily available to the City. If, 30 days after posting and mailing, the Owner has neither registered the property in the Vacant Structure Registry nor demonstrated to the satisfaction of the Code Official that the property is not a Vacant Structure, the Code Official shall add the structure to the Vacant Structure Registry using the information of record. In addition to all other fees, Owners of properties registered by the Code Official under this section shall owe a failure to register fee under Section 52-204 (d) (4).

(c) *Exemptions.* The following are exempt from the requirements of this Article:

(1) Any building owned by the city, county, state, or federal government.

(2) Buildings under construction or property that, in the reasonable discretion of the Code Official, is being actively renovated or rehabilitated; provided, this exemption shall be available for no more than 18 months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.

(3) Actively Marketed Vacant Structures; provided, this exemption shall be available for no more than six (6)

months, unless the Owner provides written justification satisfactory to the Code Official to extend the exemption.

(4) Vacant Structures that are vacant due to fire damage or damage caused by an extreme weather event; provided, this exemption shall be available for no more than six (6) months following the fire or extreme weather event, unless the City Council by resolution extends the exemption period due to a major disaster affecting numerous properties in the Henry Aaron Loop.

(5) Actively Marketed commercial structures in the Henry Aaron Loop purchased through an arm's length transaction for up to twelve (12) months following the date on which the purchase closes.

(6) Mixed-Occupancy Buildings. A building containing one or more Vacant Areas is not required to register under this Article if: (i) at least one discrete area of the building holds a current Certificate of Occupancy (CO) and is actively occupied; and (ii) all Vacant Areas comply with §52-209(a)(5), provided that the occupied area constitutes at least twenty percent (20%) of the building's gross leasable floor area or ten thousand (10,000) square feet, whichever is less.

Sec. 52-204. Registry, registration information, amending information, fees, dedicated account, publication.

(a) *Registry created.* The Vacant Structure Registry is hereby created. The Code Official is hereby authorized to create, compile, monitor and enforce the Vacant Structure Registry. The city finance department is authorized to aid and assist the Code Official with the administration and collection of fees and other matters related to this Article.

(b) *Registration information.* Owners of property(ies) on which one or more Vacant Structures are located shall register the same with the city on a form supplied by the city. The registration form will require the following information, at a minimum:

(1) The street address of the Vacant Structure(s);

(2) The type of Vacant Structure(s);

(3) The square footage for each Vacant Structure;

(4) The name, residence address, business address, email address, telephone number, and mobile telephone number of all Owners of the Vacant Structure;

(5) The name, address, e-mail address, telephone number, and mobile telephone number, of all persons authorized to make or order repairs or services for the Vacant Structure;

(6) If an Owner resides or is domiciled outside the city, the name, address, e-mail address, mobile number and telephone number of a person located within the city who is designated to accept legal notices or service of process on matters concerning the Vacant Structure;

(7) If the Owner is a corporation or a limited liability company, the name(s), address(es), and telephone

number(s) of an officer or agent of the corporation or limited liability company designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;

(8) If the Owner is an estate, the name, address and telephone number of the executor of the estate;

(9) If the Owner is a trust, the name, address and telephone number of the trustee(s) designated to accept all legal notices of fees due or services of process with respect to the Vacant Structure;

(10) If the Owner is a partnership, the names, addresses and telephone number of all partners with an interest of ten percent or greater;

(11) If the Owner is any other form of unincorporated association, the names addresses and telephone numbers of all principals with an interest of ten percent or greater;

(12) Proof of a liability insurance policy in force for protection against damage to persons and property, so as to ensure that the purposes of this Article are met;

(13) Proof of a fire protection system(s) maintained and monitored in accordance with the International Fire Code 2021 Edition Section 901.6, as currently enacted or as hereafter amended.

(14) Proof of a plumbing system that either complies with city plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.

(15) The Owner's plan for maintenance and repair of the Vacant Structure(s), including the time within which the Owner anticipates completion of all repairs necessary to bring the Vacant Structure(s) into compliance with the city building code.

(c) *Amending information.* If the registration information collected in accordance with this section changes or becomes inaccurate during any calendar year, it is the responsibility of the Owner, responsible party or agent for the same to contact the Code Official within 30 days of the occurrence of such change and advise the city of those changes in writing.

(d) *Fees.* There shall be a fee for each Vacant Structure subject to registration on the Vacant Structure Registry. The fees shall be remitted to the Code Official for deposit into a dedicated fund as defined in paragraph (e) below, as follows:

(1) For commercial structures used as residences with one to three units;
  (i) For the first year, $250.
  (ii) For the second year, $500.
  (iii) For the third year, $750.
  (iv) For each subsequent year, $1,000.

(2) For commercial structures used as residences with four to six units, and mixed commercial use and residential use of two to three residential units;
  (i) For the first year, $500.
  (ii) For the second year, $1,000.

(iii) For the third year, $1,500.
(iv) For each subsequent year, $2,000.

(3) For commercial structures used as residences with seven or greater units, and mixed commercial use and residential use with four or greater units:
(i) For the first year, $1,000.
(ii) For the second year, $2,000.
(iii) For the third year, $3,000.
(iv) For each subsequent year, $4,000.

(4) For commercial structures without any residential units, the greater of:
(i) For the first year, $1,000 or $0.05 per square foot.
(ii) For the second year, $2,000 or $0.10 per square foot.
(iii) For the third year, $3,000 or $0.15 per square foot.
(iv) For each subsequent year, $4,000 or $0.20 per square foot.

(5) In addition to the above registration fees, for Vacant Structures that are registered by the Code Official under Section 52-203 (b), a failure to register fee of $500.00.

(6) The Vacant Structure shall be registered prior to the issuance of any building permits for that structure, except for a demolition permit.

(e) *Dedicated account.* All fees collected pursuant to this Article shall be deposited into a fund known as the Vacant Structures Registry Fund and shall be appropriated to the city's Tax Increment Finance District 1 Fund, and therefore used solely to repair, rehabilitate or stabilize Vacant Structures, to administer this Article, in an effort to support economic development, property rehabilitation and blight reduction in the Henry Aaron Loop. All amounts remaining in the Vacant Structures Registry Fund at the end of the fiscal year shall not lapse but shall retain their dedication to the purposes of the Fund.

(f) *Publication.* The city may, from time to time and in its reasonable discretion, publish or disclose certain information contained in the Vacant Structure Registry, including, but not limited to:

(1) General demographic information about Vacant Structures registered on the Vacant Structure Registry;

(2) The address of Vacant Structures on the Vacant Structure Registry;

(3) The Owners of each Vacant Structure;

(4) The amount of time any Vacant Structure has been on the Vacant Structure Registry; and

(5) The amount of any delinquent fees due under this Article, or otherwise due to the city for any Vacant Structure.

The City shall not publish personal telephone numbers, personal e-mail addresses, individual residential mailing addresses, or other information protected from disclosure by law of natural-person Owners listed on the Vacant Structure Registry.

(g) *Changes in ownership.* A change in ownership of a Vacant Structure shall not remove the Vacant Structure from the Vacant Properties Registry or from complying with the requirements of this Article, nor shall it restart the period of exemption in subdivision (3), or (5), subsection (c) of section 52-203 of this Code. Fees arising under this article shall continue to accrue at the applicable rate until the structure either no longer constitutes a Vacant Structure or qualifies for an exemption, all transfers of ownership notwithstanding. All fees arising under this article shall run with the property and failure to pay such fees may result in the city filing a lien that attaches to the property. Such liens shall be municipal code liens enforceable in rem pursuant to Ala. Code §§ 11-40-62 through 11-40-69.

Sec. 52-205. Right of appeal.

(a) *Request for reconsideration.* The Owner shall have the right to request reconsideration by the Director of (i) the imposition of the registration fees imposed by this Article and/or (ii) the designation of a building as a Vacant Structure, by filing a request for reconsideration in writing to the Director no later than 15 calendar days after the date of the notice to the Owner that a property has been placed on the Vacant Structure Registry pursuant to section 52-203(b) or that fees are due under this Article. On the request for reconsideration, the Owner shall bear the burden of providing satisfactory proof that the building is occupied, that the building is not a Vacant Structure, or that the building is a Vacant Structure but exempt from registration.

(b) *Director's determination.* Within 30 days, or as soon thereafter as is practicable, after the Director receives a request for reconsideration pursuant to section 52-205(a) above, the Director will contact the Owner(s) and afford them the opportunity to meet in person or virtually to present their request for reconsideration. Within 30 days, or as soon thereafter as is practicable after consideration of all information provided by the Owner, the Director shall grant or deny the request in writing and provide the Owner with a copy of the decision.

(c) *Appeal of Director's decision*. If the Owner receives an unfavorable decision from the Director, the Owner may appeal that decision to the City Council for review at a public hearing, which may be conducted during a regularly scheduled City Council meeting. Within 15 days following the date of the notice of the Director's decision, an Owner may file a written appeal with the City Clerk, indicating the portion of the decision he or she claims is inaccurate or incorrect. As soon as practicable after receiving the appeal, the City Clerk will request a copy of the record from the Director and, following receipt of the record, will schedule a public hearing to consider the appeal. Notice of the public hearing shall be provided to the Owner who shall be afforded the opportunity to appear in person and be heard. As soon as practicable after conclusion of the public hearing, the City Council will determine whether the decision of the Director properly applied the provisions of this Article and will affirm the decision if it finds that the Director properly applied the provisions of this Article and the decision is supported by substantial evidence.

(d) An Owner may appeal a decision of the City Council made pursuant to section 52-205(c) above, within thirty (30) days of its issuance to the Circuit Court of Mobile County.

Sec. 52-206. Penalties for Violations of this Article.

The failure or refusal of any Owner to register a Vacant Structure as required by this Article, knowingly providing false information or withholding information required to be provided by the registration requirements, or failure to comply with any of the provisions of this Article shall constitute a misdemeanor

offense, punishable upon conviction thereof by a fine of up to $500, imprisonment for a period not to exceed six (6) months, and other penalties in accordance with Chapter 1 Article II of the Mobile City Code for each violation. Each month that an Owner knowingly fails or refuses to register a vacant structure as required by this Article shall be a separate violation. Criminal enforcement under this section is reserved for willful or repeated violations; nonpayment of fees may be pursued through civil remedies, including liens, under Section 52-208.

Sec. 52-207. Inspections, monitoring, corrective action.

(a) At the time of registration, or at any time thereafter, the Code Official shall determine whether an inspection of a Vacant Structure is necessary to identify any conditions that present a threat to public safety.

(b) The Code Official is authorized to conduct inspections of structures on the Vacant Structure Registry, and, to the extent feasible under the circumstances to take reasonable steps to ensure the structure (i) complies with the security and maintenance regulations for Vacant Structures in Section 52-209; (ii) is being kept weathertight and secure from trespassers; (iii) provides for safe entry to police officers and firefighters in times of emergency, (iv) does not impede private and/or public efforts to rehabilitate or maintain surrounding properties; (v) and does not present a public hazard. Inspection may be a visual inspection of the exterior of the vacant structure by the Code Official or his/her designee.

(c) If the Code Official determines that an internal inspection is necessary, he/she will make a reasonable effort to locate the owner, the owner's authorized agent, or other person having charge or control of the structure (herein referred to collectively as the "Owner") and request entry. If the Owner fails or refuses to grant entry, the Code Official shall have recourse to the remedies provided by law to secure entry.

(d) Any corrective action required to abate unsafe buildings and structural nuisances shall proceed under Article II of this Chapter 52.

Sec. 52-208. Non-payment; collection; municipal code liens.

(a) Personal obligation; civil action. Except for Owners who have properly perfected an appeal under §52-205, any registration, renewal, or other non-penalty fee due under §52-204 constitutes a debt due to the City. The City may commence a civil action to collect any unpaid amount. Nothing herein limits the City's ability to assess late charges authorized by this Article.

(b) Municipal code liens (civil penalties; enforcement/abatement costs). In lieu of, or in addition to, a civil action, the City may, upon nonpayment, record a Notice of Municipal Code Lien against the real property for any civil penalty imposed under this Article and any enforcement or abatement costs incurred to secure, inspect, re-inspect, board, clean, or otherwise remedy violations of this Article, consistent with Ala. Code §§11-40-62 through 11-40-69. Such municipal code liens do not include routine registration or renewal fees.

(c) Recording; interest; priority; owner-occupied exclusion. Upon recordation in the Office of the Judge of Probate, a municipal code lien shall bear interest at seven and one-half percent (7.5%) per annum from the date of filing and shall be superior to all liens except tax liens, as provided in Ala. Code §§11-40-62(4) and 11-40-63(b). Owner-occupied real property is excluded from in-rem enforcement as provided in §11-40-63(a).

(d) Notice of nonpayment. Prior to recording a municipal code lien or filing suit, the City shall provide written notice by certified mail to the Owner at the address of record; if undeliverable, the City may provide notice by first-class mail and posting a conspicuous notice on the structure.

(e) Foreclosure of municipal code liens. Municipal code liens may be enforced by judicial in-rem foreclosure pursuant to Ala. Code §§11-40-64 through 11-40-69 and City Code §52-139.

(f) Other lien authorities unaffected. This section does not limit the City's authority to assess and enforce assessment liens arising from unsafe structure abatement under Ala. Code §11-53B-1 et seq. or weed liens under Ala. Code §11-67-1 et seq., when those statutes are invoked.

Sec. 52-209. Vacant structure security and maintenance regulations.

(a) It shall be the responsibility of the Owner of a Vacant Structure to ensure the following:

(1) Vacant Structures shall be secured so as not to be accessible to unauthorized persons. Securing of Vacant Structures includes, but is not limited to, closing and locking windows, doors, walk-through, sliding, and garage doors/gates, and any other opening that may allow access to the interior of the property and/or structures. In the case of broken windows securing means re-glazing or boarding the windows.

(2) The Owner shall ensure that the property on which the structure is located is continuously in compliance with the requirements of this Article and all applicable provisions of the city's building code.

(3) The Owner of a Vacant Structure shall perform or provide for the performance of periodic maintenance, including but not limited to grass cutting or leaf removal on a timely basis.

(4) The Owner shall maintain a policy of liability insurance with coverage for not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate protecting against injury or damage to person or property arising from the Vacant Structure and shall provide the Code Official proof of insurance upon request.

(5) The Owner shall ensure that the Vacant Structure is at all times protected by a fire alarm system(s) that detects fires, transmits alarm signals to the public safety answering point (PSAP) via a UL-listed central station and is continuously monitored, maintained, and inspected as required by the International Fire Code 2021 Edition Section 901.6 and NFPA 72, as currently enacted or as hereafter amended. The system shall be supported by a dedicated power source. If the power source is electricity, it must comply with the city's electrical code.

(6) The Owner shall ensure that the Vacant Structure has a plumbing system that either complies with the city's plumbing and building codes or is properly closed off and secured from infestation by rodents and insects.

(7) The Owner shall install and maintain a Knox Box, type and mounting location as required by the Fire Code Official.

(8) The Owner shall ensure that the Vacant Structure and surrounding property have exterior lighting as required by the Code Official.

Sec. 52-210. Relation to other codes and laws.

It is to be understood that the intent and purpose of this Article are separate and distinct from other parts and sections of this City Code and the general laws of the State of Alabama which may also be applicable. The provisions of this Article are applicable to the Owners of such Vacant Structures as set forth herein and are in addition to and not in lieu of all other applicable provisions of this City Code. Where a condition constitutes an unsafe building or structural nuisance under Article II of this Chapter, enforcement, abatement, and cost recovery shall proceed under Article II; this Article addresses registration, inspection, and monitoring of vacant structures before such conditions arise or in parallel where appropriate.

Sec. 52-211. Severability.

The provisions of this Article VIII are severable. If any part of this article is held to be invalid by a court of competent jurisdiction, the remaining provisions of this chapter and of this article shall remain in full force and effect.

Sec. 52-212. Effective Date

This Article shall be effective the first day of the first month commencing six (6) months following its adoption.

Sec. 52-213. Review.

Within twenty-four (24) months after the effective date of this Article, the Director shall report to the City Council on compliance, costs, and outcomes in the Henry Aaron Loop and recommend whether to (i) continue, (ii) modify, or (iii) expand the program citywide.

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 Planned Unit Development for Property
Located at 4350 Moffet Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 4350 Moffet Road to allow multiple buildings on a single building site.

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 May 15, 2025, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at 4350 Moffett Road, described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on July 16, 2025, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;

2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. 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. 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. 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 Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;

16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. 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 synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 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 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4350 Moffet Road.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **May 15, 2025**. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site. If approved, the Major Modification will **allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site**, subject to the following proposed conditions: 1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request; 2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information; 3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information; 4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision; 5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location; 6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles; 7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths; 8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC; 9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature); 10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC; 11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area; 12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC; 13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting

Department; 15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council; 16. Compliance with all Engineering comments noted in this staff report; 17. Compliance with all Traffic Engineering comments noted in this staff report; 18. Compliance with all Urban Forestry comments noted in this staff report; 19. Compliance with all Fire Department comments noted in this staff report; 20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 21. 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 **May 15, 2025**, allowing construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site located at **4350 Moffett Road,** described as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on **July 16, 2025**, to **allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;

6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;
8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. 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. 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. 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 Planned Unit Development is hereby approved with the following required conditions:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
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10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
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14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must

be installed by a licensed and bonded contractor and permitted through the Permitting Department;

15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. 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

Chris Pfeiffer
24/7 Development Partners of Alabama, LLC
4350 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC**, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site**,** for the property located at **4350 Moffet Road.**

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

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
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14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

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

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

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

At its meeting on August 21, 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 hall 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:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
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17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;

20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$962.16.** 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
Stephen Guthrie
Deputy Director of Planning and Zoning

Outlook

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>
Date Wed 8/13/2025 12:55 PM
To Anderson, Logan <dlogananderson@cityofmobile.org>

You don't often get email from shirley_short@bellsouth.net. Learn why this is important

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

I will refer you to my email of May 9, 2025 in which I gave my reasonable objections to the proposed subdivision at 4350 Moffett Road, Mobile, Alabama 36618, My objections will be the same ones that I previously pointed out in my email of that date. Please note them to all responsible. We register our opinion for no changes please.

Shirley Robert Short Brown
4364 Moffett Road
Mobile, Alabama 36618
251-348-4677
On Monday, May 12, 2025 at 01:21:19 PM CDT, shirley short <shirley_short@bellsouth.net> wrote:

I will be out of town or I would certainly be interested in attending the meeting. Thank you for your response.

On Monday, May 12, 2025 at 11:27:55 AM CDT, Anderson, Logan <dlogananderson@cityofmobile.org> wrote:

Thank you for your comments. They will be provided to the Planning Commission prior to the meeting on **Thursday, May 15th.**

- **If you wish to speak:** The meeting will be held in person at Government Plaza. Please note that only 4 people may speak in favor of an application and 4 in opposition to an application. Each speaker has 5 minutes to make their presentation.

- **Watch the meeting:** The meeting will be live streamed on Thursday at 2 PM on the city's website at https://www.cityofmobile.org/government/city-council/livestream/

  Or here: https://www.youtube.com/channel/UCdLrEwf3ewSNmCNm21fVfNg/live

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: shirley short <shirley_short@bellsouth.net>
Sent: Friday, May 9, 2025 5:37 PM
To: Planning <planning@cityofmobile.org>
Subject: MOD-003318-2025

Some people who received this message don't often get email from shirley_short@bellsouth.net. Learn why this is important

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

As an adjacent property owner to 4350 Moffett Road I do have an opinion about the multi-family development being considered next door to me. We already have our quota of children in the neighborhood which quota is fed by Forest Hill Elementary School and Scarborough Middle School. I do not dislike children but when there is disrespect of property shown by them, it is not a good thing. I am opposing a multi-family arrangement.

We had problems with children when St. Mary's home was in the location next door and those were only a few children. More problems came when Scarborough Middle School was built.

Because we have property surrounding us we have pleasant living conditions. My husband and I do not approve of any changes requested and based on the information I have received there would be no benefit to the neighborhood in the future because of it.

Over loading a community increases the opportunity for crime, criminals love that and we should all be concerned about that.

And speaking of over loading what's to become of traffic entering and exiting into and away from Moffett Road. As it stands today I can hardly get out of my driveway onto Moffett Road now.

Please reconsider this poorly construed plan to build dwellings in this location. (For the sake of the neighborhood and the present residents.)

Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

Outlook

Re: MOD-003318-2025

From shirley short <shirley_short@bellsouth.net>
Date Wed 8/13/2025 12:55 PM
To Anderson, Logan <dlogananderson@cityofmobile.org>

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Mobile, Alabama 36618
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Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: shirley short <shirley_short@bellsouth.net>
Sent: Friday, May 9, 2025 5:37 PM
To: Planning <planning@cityofmobile.org>
Subject: MOD-003318-2025

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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.

As an adjacent property owner to 4350 Moffett Road I do have an opinion about the multi-family development being considered next door to me. We already have our quota of children in the neighborhood which quota is fed by Forest Hill Elementary School and Scarborough Middle School. I do not dislike children but when there is disrespect of property shown by them, it is not a good thing. I am opposing a multi-family arrangement.

We had problems with children when St. Mary's home was in the location next door and those were only a few children. More problems came when Scarborough Middle School was built.

Because we have property surrounding us we have pleasant living conditions. My husband and I do not approve of any changes requested and based on the information I have received there would be no benefit to the neighborhood in the future because of it.

Over loading a community increases the opportunity for crime, criminals love that and we should all be concerned about that.

And speaking of over loading what's to become of traffic entering and exiting into and away from Moffett Road. As it stands today I can hardly get out of my driveway onto Moffett Road now.

Please reconsider this poorly construed plan to build dwellings in this location. (For the sake of the neighborhood and the present residents.)

Shirley Roberts Short Brown
4364 Moffett Road
Mobile, Alabama 36618

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 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, August 20, 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.

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4350 Moffet Road
MOD-003418-2025
Fred Marshall Court Subdivision
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow all construction of a multi-family development with 50 dwelling units in multiple buildings on a single building site.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:	[redacted]	
Email:		
Address:	[redacted]	

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

4350 MOFFETT ROAD — Property Address
KEY #00429511

8.937 ACRES — Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-3 — Present Zoning or Transect District

R-3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Christopher Pfeiffer — Owner Signature

7/14/25 — Date

Kori P. Given — Applicant or Agent Signature (if applicable)

7/14/25 — Date

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

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

Kori P. Given — Applicant or Agent Signature

7/14/25 — Date

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.
   THE PROPERTY IS CURRENTLY ZONED R-3 AND OUR PROPOSAL CONFORMS TO THE R-3 REQUIREMENTS

   LOW DENSITY RESIDENTIAL
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THIS PROPOSAL IS FOR SINGLE FAMILY HOUSING UNITS WITH 6 UNITS PER BUILDING. THERE IS VACANT LAND ADJOINING THE WEST LINE AND RESIDENTIAL HOUSING ADJOINING THE NORTH AND EAST LINES. THERE IS A MASONIC LODGE ADJOINING THE SOUTH LINE AND RESIDENTIAL HOUSING ALSO ADJOINS THE SOUTH LINE.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   THIS PROPOSAL WILL NOT IMPACT THE DEVELOPMENT OR IMPROVEMENT OF THE ADJOINING 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)
   EXISTING BUILDINGS WILL BE REMOVED. NEW STRUCTURES WILL BE 26 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)
   EXISTING TREES ALONG PROPERTY LINES WILL REMAIN. WE PROPOSE A 75 FOOT VEGETATIVE BUFFER ALONG THE NORTH LINE.

   ☐ Lighting:
   PER CITY ORDINANCE

   ☐ Hours of operation:

   ☐ Other conditions that are unique to the use of the property:

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.
   THIS DEVELOPMENT WILL NOT HAVE ANY OF THE ITEMS LISTED AND WILL BE COMPARABLE TO ANY RESIDENTIAL SUBDIVISION.

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.
   THIS DEVELOPMENT WILL PROVIDE THE SENIOR CITIZENS OF MOBILE AN OPPORTUNITY TO LIVE IN A MODERN RESIDENTIAL HOUSING AREA.

City of Mobile · Planning & Zoning

Planning Commission Application

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

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

	Owner	Design Professional
Name:	CHRIS PFEIFFER	
Firm:	24/7 DEVELOPMENT PARTNERS OF ALABAMA	
Phone:	251-648-0524	
Email:		
Address:	3 SCHWAEMMLE DRIVE, MOBILE 36608	

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

4350 MOFFETT ROAD
Property Address
KEY #00429511

8.937 ACRES
Property Area (acres or square feet)

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Present Zoning or Transect District

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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.

Christopher Pfeiffer
Owner Signature

7/14/25
Date

Kori P. Given
Applicant or Agent Signature (if applicable)

7/14/25
Date

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Kori P. Given
Applicant or Agent Signature

7/14/25
Date

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---

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   LOW DENSITY RESIDENTIAL
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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)
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EXISTING TREES ALONG PROPERTY LINES WILL REMAIN. WE PROPOSE A 75 FOOT VEGETATIVE BUFFER ALONG THE NORTH LINE.

☐ Lighting:
PER CITY ORDINANCE

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

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.
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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.
THIS DEVELOPMENT WILL PROVIDE THE SENIOR CITIZENS OF MOBILE AN OPPORTUNITY TO LIVE IN A MODERN RESIDENTIAL HOUSING AREA.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, CHRIS PFEIFFER, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

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

BYRD SURVEYING Designee (1)	Designee (2)
[redacted] Email	Email
[redacted] Phone Number	Phone Number
Christopher Pfeiffer Signature of Company Owner	7/14/25 Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, CHRIS PFEIFFER, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of 24/7 DEVELOPMENT PARTNERS OF ALA, a corporation for the property located within the city limits of Mobile, Alabama at 4350 MOFFETT ROAD.

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

BYRD SURVEYING Designee (1)	 Designee (2)
byrd@byrdsurveying.biz Email	 Email
251-476-5010 Phone Number	 Phone Number
Christopher Pfeiffer Signature of Company Owner	7/14/25 Date

Outlook

Re: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 7/16/2025 2:53 PM
To jerry <jerry@byrdsurveying.biz>
Cc Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; kari <kari@byrdsurveying.biz>

My Apologies,

I failed to mention the DWG file. If you have not already done so, please send to Marine and Tori (copied to this email).

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Wednesday, July 16, 2025 2:47 PM
To: jerry <jerry@byrdsurveying.biz>
Cc: Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; kari <kari@byrdsurveying.biz>
Subject: 24/7 Development Partners of Alabama, LLC (MOD-003418-2025)

Good afternoon,

We have completed our review of the above-referenced application for a Major Modification to a previously approved Planned Unit Development and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please provide a legal description in Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

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

If application fees are paid **by noon on July 21, 2025**, the application will be scheduled for the **August 21, 2025,** Planning Commission agenda.

IMPORTANT

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

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

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dloganander son@cityofmobile.org
(251) 208-5895 main

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, ANTHONY ESTATE, AS RECORDED IN MAP BOOK 98 PAGE 39, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 88°40'29" WEST 172.33 FEET TO THE NORTHWEST CORNER OF LOT 1, ANTHONY ESTATE; THENCE NORTH 89°44'59" WEST ALONG THE NORTH LINE OF FRED MARSHALL COURT 50.00 FEET TO A POINT; THENCE SOUTH 89°36'54" WEST 147.94 FEET TO A POINT; THENCE NORTH 00°01'51" EAST 1082.94 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, KUFFSKIE COURT, AS RECORDED IN MAP BOOK 23 PAGE 15 OF SAID RECORDS; THENCE NORTH 89°59'26" EAST ALONG THE SOUTH LINE OF LOTS 13 AND 12 OF KUFFSKIE COURT AND THE EASTWARD PROJECTION THEREOF 336.15 FEET TO A POINT; THENCE SOUTH 00°08'29" WEST 200.00 FEET TO A POINT; THENCE NORTH 89°59'26" EAST 25.00 FEET TO A POINT; THENCE SOUTH 00°22'25" EAST 434.90 FEET TO A POINT; THENCE SOUTH 00°46'51" EAST 451.36 FEET TO THE POINT OF BEGINNING.

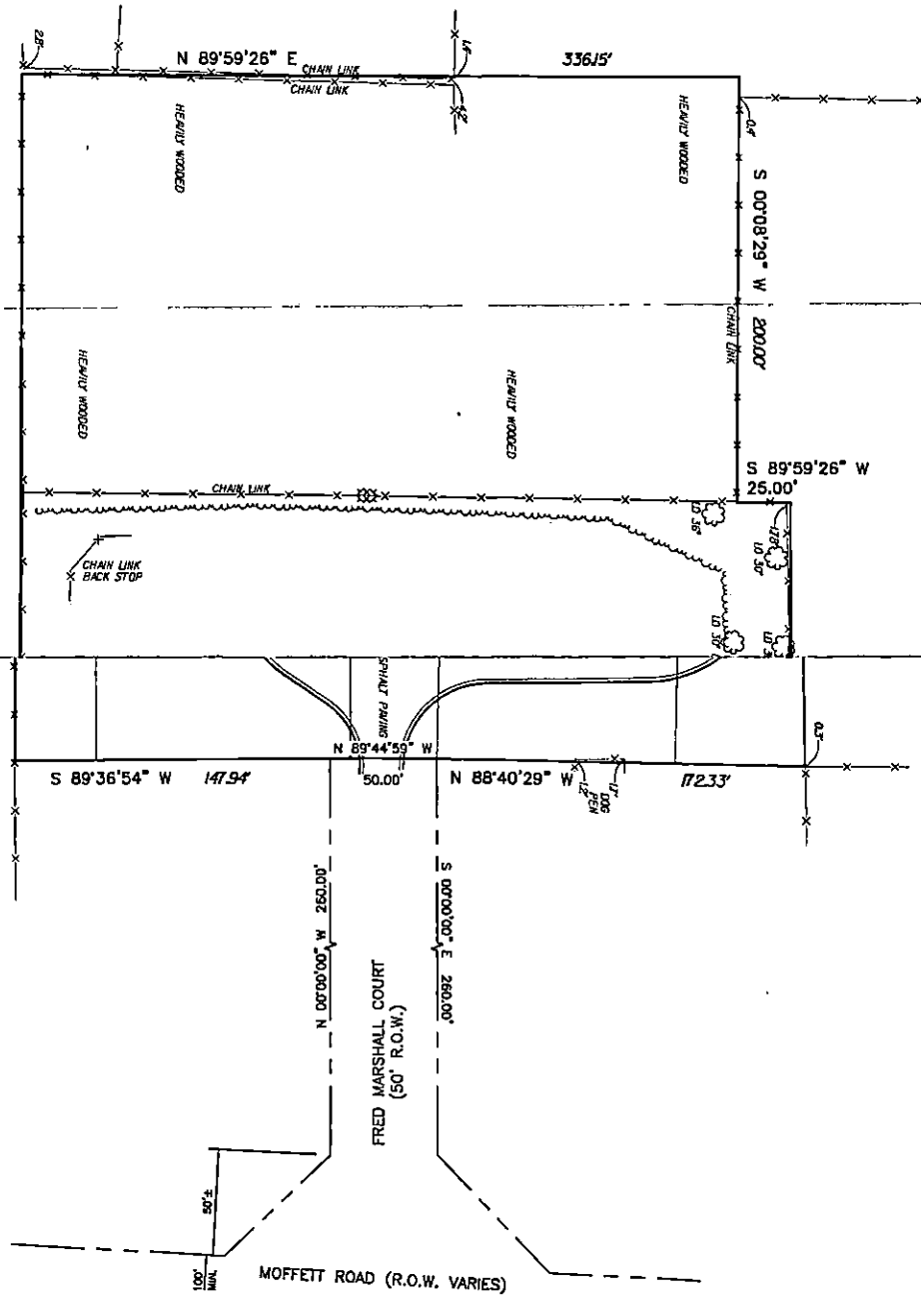

EXHIBIT SHOWING EXISTING CONDITIONS 4350 MOFFETT ROAD

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

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'
25BSO90

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
JULY 16, 2025

NARRATIVE FOR THE SUBDIVISION AND PUD MODIFICATION FOR
FRED MARSHALL COURT, 4350 MOFFETT ROAD

THE SUBDIVISION AND PUD MODIFICATION FOR THIS PROPERTY APPEARED BEFORE THE PLANNING COMMISSION ON MAY 15, 2025, AND WAS APPROVED WITH CONDITIONS.

AT THE TIME OF SUBMITTAL AND AT THE MEETING THE APPLICATIONS WERE PRESENTED AS OWNING THE 50' DRIVE FROM MOFFETT ROAD NORTHWARDLY TO THE "BUILDABLE" PORTION OF THE PROPERTY BUT THIS WAS IN ERROR. THE BISHOP OF MOBILE, A PREVIOUS OWNER, HAD CONVEYED THE ENTRANCE DRIVE (50' x 320') TO THE COUNTY OF MOBILE ON JULY 18, 1962, AND THROUGH ANNEXATION, THE STREET BECAME PART OF THE MOBILE CITY STREET SYSTEM.

LOT 1, THAT WE SHOW ON THE SUBDIVISION PLAT, HAS USED THIS STREET AS ACCESS TO MOFFETT ROAD FOR THE LAST 63 YEARS.

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

24/7 Development Partners of Alabama, LLC
3 Schwaemmle Drive
Mobile, AL 36608

India Oakley
871 Kuffskie Lane
Mobile, AL 36618

Annie M. Turner
1621 Kuffskie Lane
Mobile, AL 36618

Renea & Tyrone Grayson
1619 Kuffskie Lane
Mobile, AL 36618

Mann Corp
7301 Howells Ferry Road
Mobile, AL 36618

Jordan Investments, LLC
P. O. Box 7718
Mobile, AL 36670

Willie R. Robinson, III
1549 Kuffskie Lane
Mobile, AL 36618

Tracy Baxter
2603 Michael C. Cleveland Ct.
Eight Mile, AL 36613

Kristy Singleton
1519 Kuffskie Lane
Mobile, AL 36618

Ramona Gardner
1515 Kuffskie Lane
Mobile, AL 36618

Tameka Reed
859 Kuffskie Lane
Mobile, AL 36618

Everett & Barbara Singleton
855 Kuffskie Lane
Mobile, AL 36618

Michelle N. Kyser
853 Kuffskie Lane
Mobile, AL 36618

Debbie A. Matthews
4320 Moffett Road
Mobile, AL 36618

Cindy C. Smith
4330 Moffett Road
Mobile, AL 36618

Flame L. Singleton
4309 Moffett Road
Mobile, AL 36618

Zoila Adams & Luz Davison
8170 Wards Lane
Semmes, AL 36575

Toulmin Lodge #875 AF & AM
c/o Earl L. Roberts
P. O. Box 180213
Mobile, AL 36618

Shirley R. Short
4364 Moffett Road
Mobile, AL 36618

Joann R. Clark
1651 Kuffskie Court
Mobile, AL 36618

Claude E. Tagert, Jr.
1625 Kuffskie Lane
Mobile, AL 36618

Carlos Hughes
50 Cooley Street
Mobile, AL 36607

Casey Dickinson
4216 Chesterfield Drive N.
Mobile, AL 36618

Brian & Printella Jackson
2356 Marigold Loop E.
Semmes, AL 36575

James L. Palmer
Attn: Kateland V. Shorey
6001 Timberly Road S.
Mobile, AL 36609

Zachary Cotton
4212 Parliament Avenue
Mobile, AL 36618

James & Linda Markham
4213 Parliament Avenue
Mobile, AL 36618

Vincent D. Gable
4212 Buckingham Avenue
Mobile, AL 36618

Carvin G. Ely
4213 Buckingham Avenue
Mobile, AL 36618

Jennifer Wright
282 Dogwood Drive
Citronelle, AL 36522

County of Mobile
P. O. Box 1443
Mobile, AL 36633

Delores Bliss
c/o Melinda Bliss
8950 Jeff Hamilton Road
Mobile, AL 36695

Tony & Gloria Lewis
6751 Moffett Road
Mobile, AL 36618

Shantora D. Hudson
1629 Kuffskie Lane
Mobile, AL 36618

Lenzie George & Rosalyn Chambliss
4313 Eastview Drive
Mobile, AL 36618

Katherine Arnold
1624 Ridgeland Road W.
Mobile, AL 36695

Tymon D. Wallace
4359 Eastview Drive
Mobile, AL 36618

Samantha Westbrook
1505 Tarreyton Drive
Mobile, AL 36618

Shedrick C. Adams
4300 Moffett Road
Mobile, AL 36618

Estate of Robert Rhinehart
3182 Farmington Drive SE.
Atlanta, GA 30339

Andrea Bobe
1624 Phillips Lane
Mobile, AL 36618

Thomas & Patricia Clarke
4305 Eastview Drive
Mobile, AL 36618

Anthony Knox
P. O. Box 16844
Mobile, AL 36616

Allen Caster, Jr.
1655 Kuffskie Court
Mobile, AL 36618

Robert J. Chambers
4375 Eastview Drive
Mobile, AL 36618

Rosalind F. Chambers
1501 Tarreyton Drive
Mobile, AL 36618

Tina Durham
6716 Ridgeland Road S.
Mobile, AL 36695

Russell L. Hoover
3938 Leroy Stevens Road
Mobile, AL 36619

Robert & Bernadette Harrison
4405 Eastview Drive
Mobile, AL 36618

Garland & Ladresta Montgomery, Jr.
4309 Eastview Drive
Mobile, AL 36618

Edward H. Antone, Jr.
1616 Raleigh Court
Mobile, AL 36616

Rosalyn C. White
4355 Eastview Drive
Mobile, AL 36618

Agenda Item # 9

SUB-003417-2025 & MOD-003418-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4350 Moffett Road

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
Chris Pfeiffer, 24/7 Development Partners of Alabama, LLC

Current Zoning:
R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create one (1) legal lot of record
- Modification of a previously approved Planned Unit Development

Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-one (21) conditions.

Report Contents: **Page**

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The site was approved as a non-conforming lot of record in 1998. That same year, in June, an Administrative Planned Unit Development (PUD) was approved to allow construction of multiple buildings on a single building site for use as a residential treatment and alternative education facility for children under 18. Administrative amendments to the PUD were approved in November 1999.

In May 2011, the Board of Zoning Adjustment approved a Use Variance to allow use of a separate building on the property as transitional housing for unhoused youth between the ages of 18 and 21.

Most recently, at its May 15, 2025, meeting, the Planning Commission tentatively approved a one-lot subdivision of the site and a Major Modification to the previously approved PUD to allow a multi-family development consisting of 50 dwelling units in multiple buildings on a single building site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification

1. Retain NOTES #1 - #7, as shown on the PUD MODIFICATION drawing.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

As previously noted, the site was approved as a non-conforming lot of record in 1998; however, any redevelopment of the property must comply fully with current regulations, including the Subdivision Regulations. Accordingly, the subdivision request considered in May 2025 sought to create one legal lot of record from an existing metes-and-bounds parcel. The request was tentatively approved, contingent upon the rezoning of a portion of the property containing what had been considered a private drive—Fred Marshall Court—which provides access to the site from Moffett Road.

Since that time, the applicant has revised the subdivision plat to reflect the dedication of this segment of land for public maintenance. Although a deed describing the dedication was recorded in the Mobile County Probate Court in August 1962, it was not accounted for on recent parcel maps of the property. This application therefore serves to formally recognize the previously recorded dedication, thereby eliminating the need for rezoning.

Reference to the recorded deed dedicating Fred Marshall Court for public maintenance—such as its book and page number, instrument number, or other applicable recording information—should be provided on the Final Plat, if approved.

The site is served by public water and sanitary sewer.

The proposed lot has frontage on Fred Marshall Court, which may be considered a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way, making additional dedication unnecessary.

The lot, as proposed, exceeds the minimum size requirements for lots served by public water and sanitary sewer in an R-3, Multi-Family Residential Suburban District, and is appropriately labeled with this information in square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code (UDC) for lots in an R-3 Suburban zoning district. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

A 75-foot building setback line is illustrated along the rear property line, to the North. This is not a requirement of either the Subdivision Regulations or the UDC. As such, if approved, development of the property will be subject to a building setback at this location that is greater than what is required by current regulations. If the Final Plat is recorded with this setback, its removal in the future will require re-subdivision of the property to amend the plat.

Planned Unit Development Modification

The site plan depicts re-development of the property with a 50-unit apartment complex with ten (10) apartment buildings, a community building, and multiple dumpster pads. Each of the proposed apartment buildings contains five (5) dwelling units with a mixture of one (1), two (2), and three (3)-bedroom apartments. A detailed description of the request and all application materials are available at the link on Page 1 of this report.

The required 25-foot front yard setback is illustrated along Fred Marshall Court and should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

A 75-foot building setback is illustrated along the rear property line, which will serve as a residential buffer for the single-family dwellings to the North. No such buffer is proposed for the single-family dwellings to the East, or for the single-family residentially zoned property to the West; however, the Unified Development Code (UDC) does not require a residential buffer between residentially zoned properties, and it should be noted that the R-3, Multi-Family Residential Suburban District, is a residential zoning district.

The size of the lot is provided in square feet in a table on the site plan. This information should be retained on the Final PUD Site Plan, if approved, adjusted for any required dedication resulting from the subdivision request.

Table 64-3-12.1 of Article 3 of the UDC requires 1.5 off-street parking spaces per dwelling unit, thus the site requires 70 off-street parking spaces. A table on the site plan indicates there are 90 off-street parking spaces, each of which appears to meet the dimensional standards outlined in Table 64-3-12.2 of Article 3 of the UDC.

Curbing is illustrated where vehicles could extend beyond the proposed parking facilities, along with pedestrian walkways leading from each parking area to each of the proposed buildings.

No sidewalk is proposed along Fred Marshall Court. The existing frontage is already fully developed with roadway improvements, leaving minimal space to accommodate sidewalk construction.

Bicycle parking is not shown on the site plan or addressed in the parking table. The site plan should be revised to illustrate compliance with the bicycle parking standards of Article 3, Section 64-3-12.A.9. of the UDC, including required minimums and location specifications.

Two-way traffic circulation is proposed throughout the site, requiring 24-foot-wide drive aisles in accordance with Table 64-3-12.2 of Article 3 of the UDC. All proposed drive aisles meet this requirement, except for the aisle located to the rear of the community building, which provides access to a dumpster enclosure and is shown as only 20 feet wide. Therefore, the site plan should be revised to illustrate a minimum 24-foot-wide drive aisle at this location, unless the layout is reconfigured to accommodate one-way circulation, which would require a minimum aisle width of 14 feet.

Directional arrows illustrating traffic circulation are depicted on the site plan and should be retained on the Final PUD Site Plan, if approved. This information should be updated, as needed, to reflect any revisions to the drive aisle behind the community building.

Redevelopment of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. of the UDC. A note stating as much is provided on the site plan and should be retained on the Final PUD Site Plan, if approved. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

No elevation drawings were provided as part of this application, but it should be noted that the proposed buildings will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) an Architectural Feature.

The narrative from the prior PUD modification stated that all buildings would not exceed 26 feet in height, but no height information was submitted with the current application. Therefore, it should be noted that the maximum height allowed in the R-3 Suburban District is 50 feet.

The size of each building should be labeled in square feet on a revised site plan, if approved. Alternatively, a table on the Final PUD Site Plan containing this information would suffice.

In addition to approval of the PUD modification, the applicant is seeking relief from the UDC to allow reduced landscape area. Based on the size of the property, Section 64-2-7.E. of the UDC requires 58,393± square feet (15%) of the site to be landscaped, 35,036± square feet (60%) of which is required to be planted between the street-facing property line and any building wall(s) facing the street. The applicant proposes planting a total of 225,415± square feet (56%) of landscaping, 20,113± square feet of which will be front landscape area (5% of the site and 33% of the required amount of front landscape area). No justification for this request was provided.

Although the proposed total landscape area may fulfill the general intent of the UDC landscaping requirements, the stated 225,415 square feet may be inaccurate, as this area exceeds five (5) acres and the total site area is approximately nine (9) acres. The applicant should verify and, if necessary, revise this calculation for inclusion on the Final PUD Site Plan.

Tree plantings are illustrated on the site plan, but compliance with Article 3 tree planting requirements cannot be confirmed. A note on the site plan states the development will comply with Section 64-3-7 of the UDC. This note should be retained on the Final PUD Site Plan, if approved. A detailed tree and landscape plan will be required at the time of permitting to confirm full compliance.

Pursuant to Article 2, Section 64-2-7.E. of the UDC, a minimum of 700 square feet of open space is required per dwelling unit within an R-3 Suburban District. For 50 dwelling units, 35,000 square feet of open space is required. The site appears to meet this requirement, based on the proposed 225,415± square feet of landscape area.

Multiple dumpster enclosures are illustrated and labeled on the site plan. A note indicating that all dumpsters must comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC is included and should be retained on the Final PUD Site Plan, if approved.
No signage is illustrated or described in the submitted application materials. Any proposed signage must be reviewed and permitted separately by the Planning and Zoning Department. Illuminated signage must be designed and installed by a licensed and bonded sign contractor and will also require electrical permits from the Permitting Department.

Any future development or redevelopment of the lot may require additional modification of the PUD to be approved by the Planning Commission and City Council. A note stating as much is on the site plan and should be retained on the Final PUD Site Plan, if approved.

A revised Modified PUD site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f) of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Placement of a reference on the Final Plat to the recorded deed dedicating Fred Marshall Court for public maintenance (e.g., book and page number, instrument number, etc.);
2. Retention of the 50-foot-wide right-of-way along Fred Marshall Court;
3. Retention of the lot size label in both square feet and acres, or provision of a table on the Final Plat with the same information;
4. Retention of the 25-foot minimum front yard setback line along Fred Marshall Court, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 Section 64-2-7.E. of the Unified Development Code;
5. Retention of the illustrated 75-foot rear setback line, if the applicant intends to exceed minimum setback requirements, with the understanding that its removal in the future will require re-subdivision of the property;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

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 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.

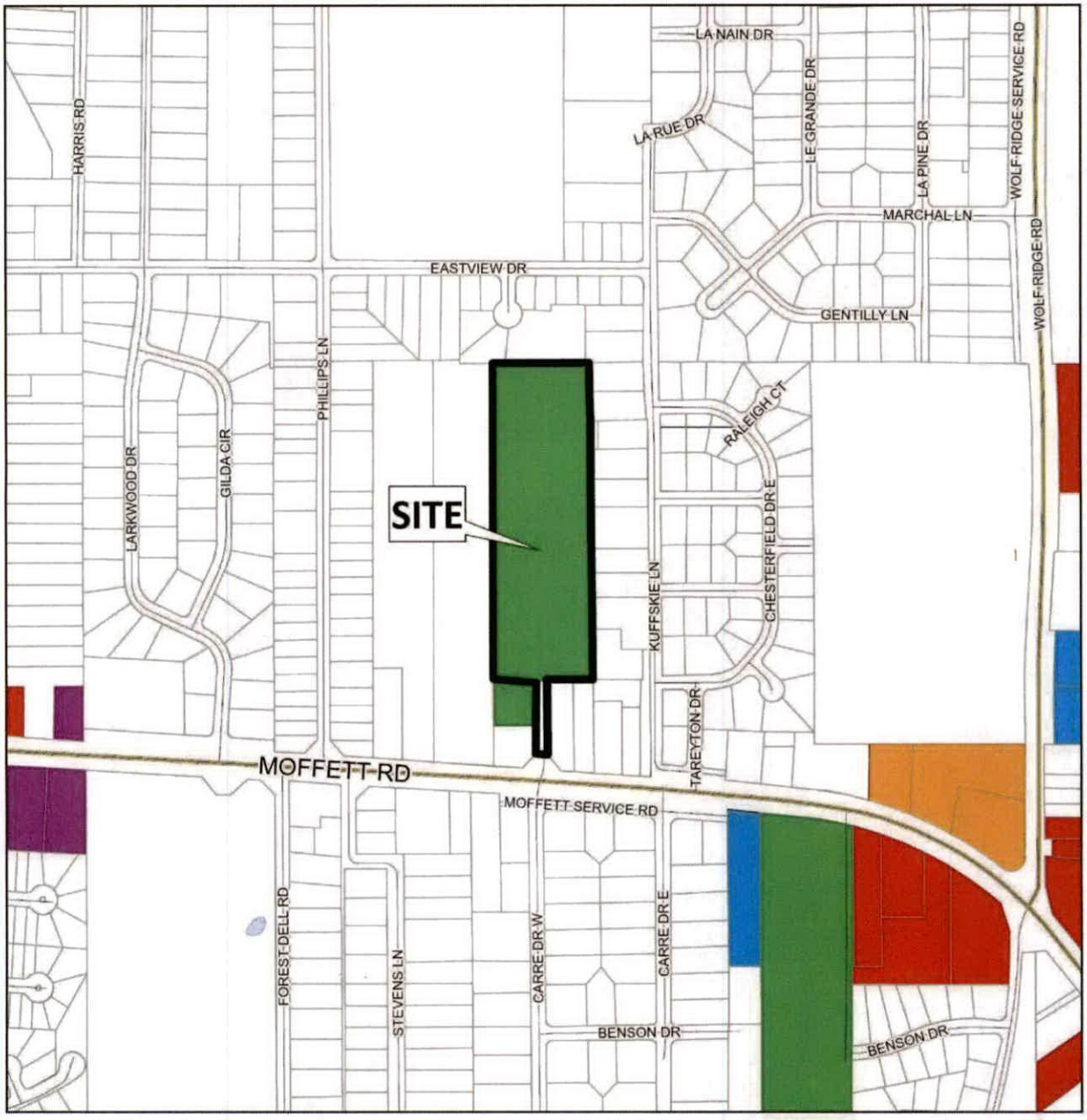
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Retention of the 25-foot front yard setback along Fred Marshall Court on the Final PUD Site Plan, adjusted for any required dedication resulting from the subdivision request;
2. Retention of the lot size in square feet on the Final PUD Site Plan, adjusted for any required dedication, or provision of a table with this information;
3. Labeling of each building with its size in square feet on the Final PUD Site Plan, or provision of a table with this information;
4. Retention of the illustrated 75-foot rear setback on the Final PUD Site Plan, noting that removal in the future would require re-subdivision;
5. Revision of the Final PUD Site Plan to illustrate compliance with the bicycle parking requirements of Article 3, Section 64-3-12.A.9. of the UDC, including minimum required quantity and location;
6. Revision of the site plan to depict a minimum 24-foot-wide drive aisle to the rear of the community building providing access to a dumpster enclosure, unless the site is reconfigured for one-way circulation requiring only 14-foot-wide aisles;
7. Retention of directional arrows illustrating on-site traffic circulation on the Final PUD Site Plan, updated as necessary to reflect any revisions to drive aisle widths;

8. Retention of a note on the Final PUD Site Plan stating that parking lot lighting will comply with the illumination standards of Section 64-3-9.C. of the UDC;
9. Provision of a note on the Final PUD Site Plan stating that the site will comply with the architectural design feature requirements of Article 3, Section 64-3-6 of the UDC, including at least one element from each applicable design category (Site Frontage, Building Form – Height, Building Form – Wall, Architectural Feature);
10. Provision of a note stating the proposed buildings will not exceed 50 feet in height, in compliance with Article 2, Section 64-2-7.E. of the UDC;
11. Verification and, if necessary, revision of the landscape area calculation (currently listed as 225,415± square feet) on the Final PUD Site Plan to ensure accuracy and consistency with the total site area;
12. Retention of a note on the Final PUD Site Plan stating that the site will comply with the tree planting requirements of Article 3, Section 64-3-7 of the UDC;
13. Retention of the note on the Final PUD Site Plan stating all dumpsters will comply with the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
14. Provision of a note stating any signage proposed for the site must be reviewed and permitted separately by the Planning and Zoning Department; illuminated signage must be installed by a licensed and bonded contractor and permitted through the Permitting Department;
15. Retention of the note on the Final PUD Site Plan stating that future development or redevelopment of the site may require additional modifications to the PUD, subject to approval by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in this staff report;
17. Compliance with all Traffic Engineering comments noted in this staff report;
18. Compliance with all Urban Forestry comments noted in this staff report;
19. Compliance with all Fire Department comments noted in this staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

REQUEST Subdivision, PUD Modification

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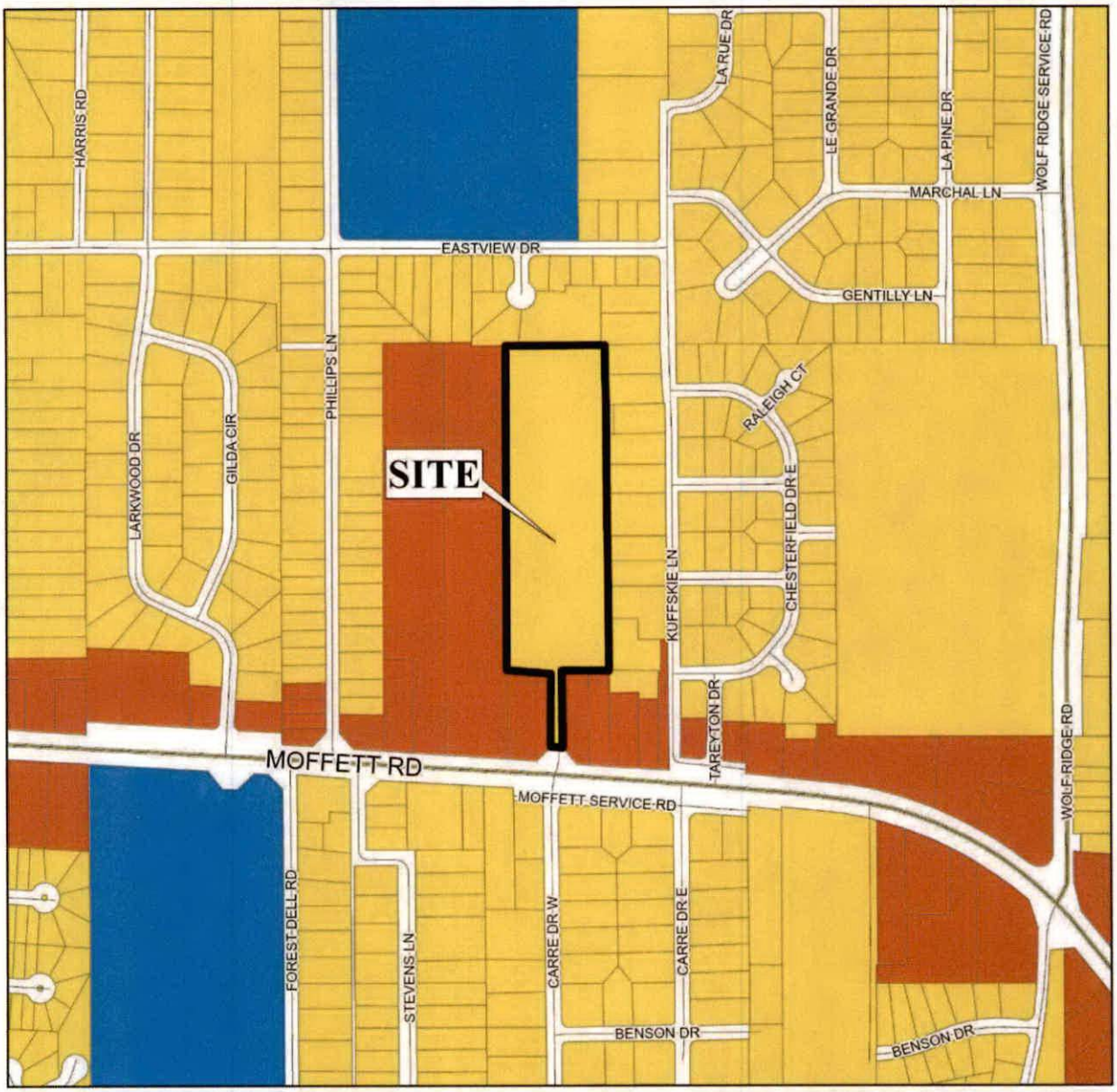
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

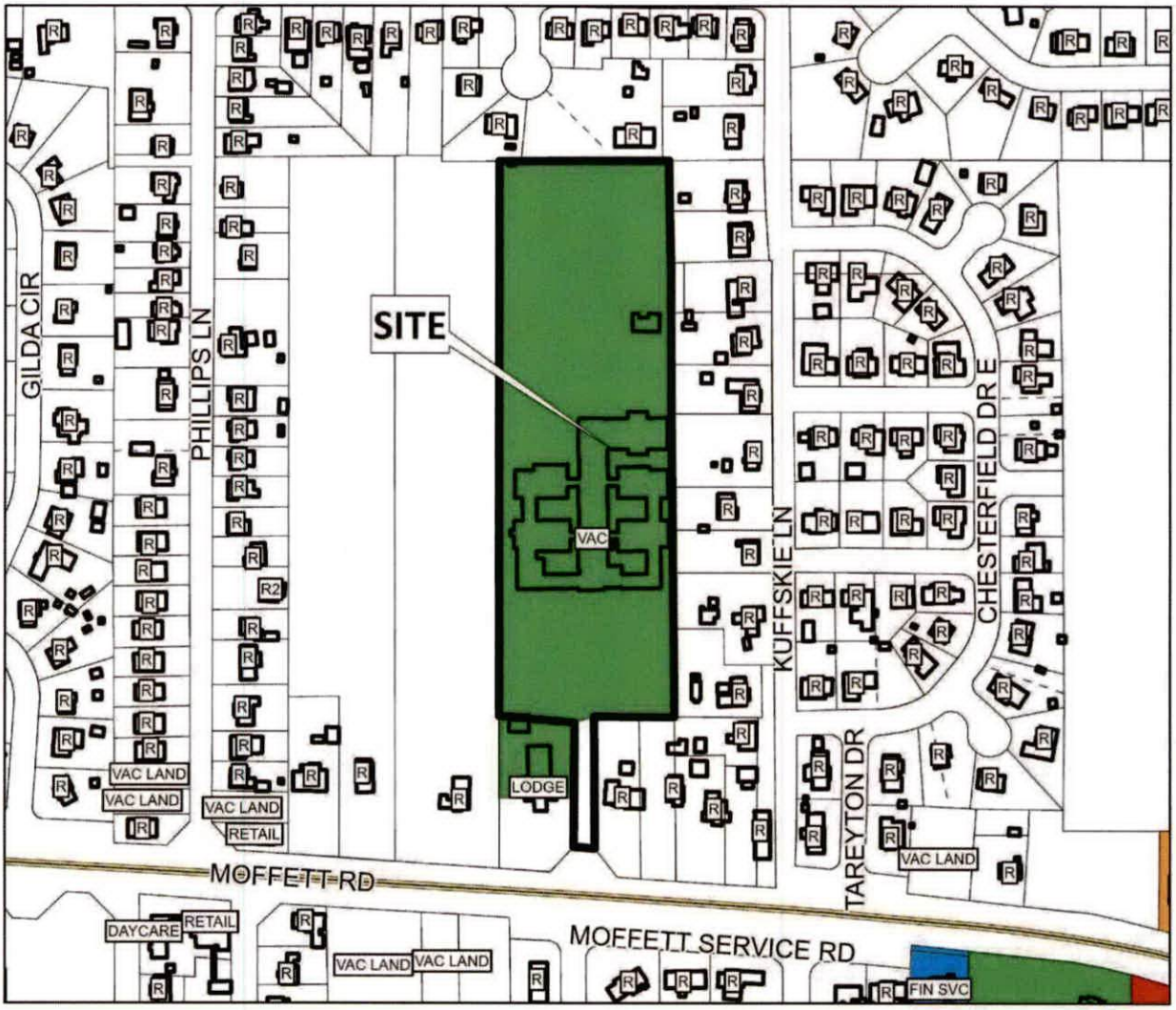
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 9 DATE August 21, 2025

APPLICANT Fred Marshall Court Subdivision

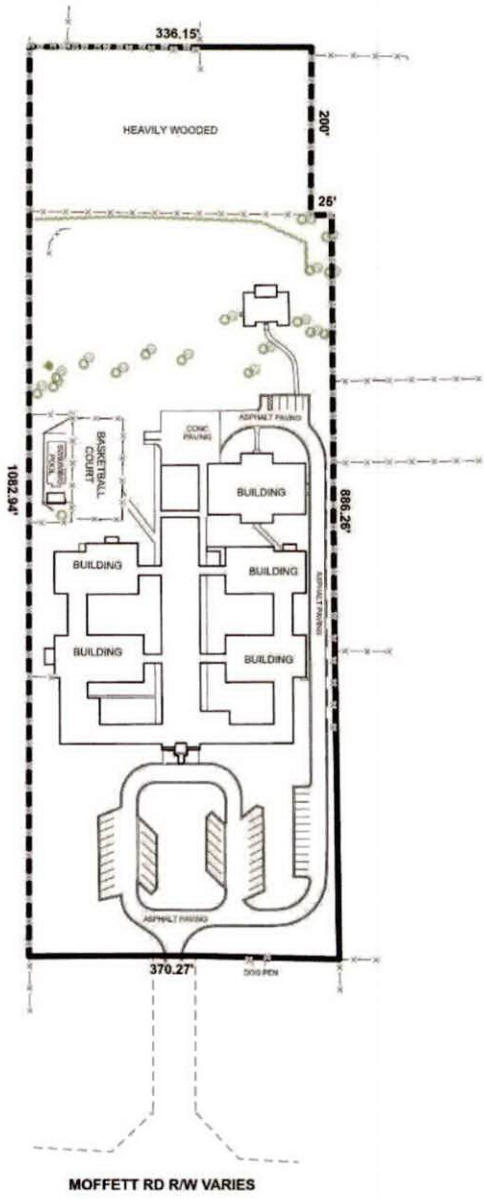
REQUEST Subdivision, PUD Modification

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

N

NTS

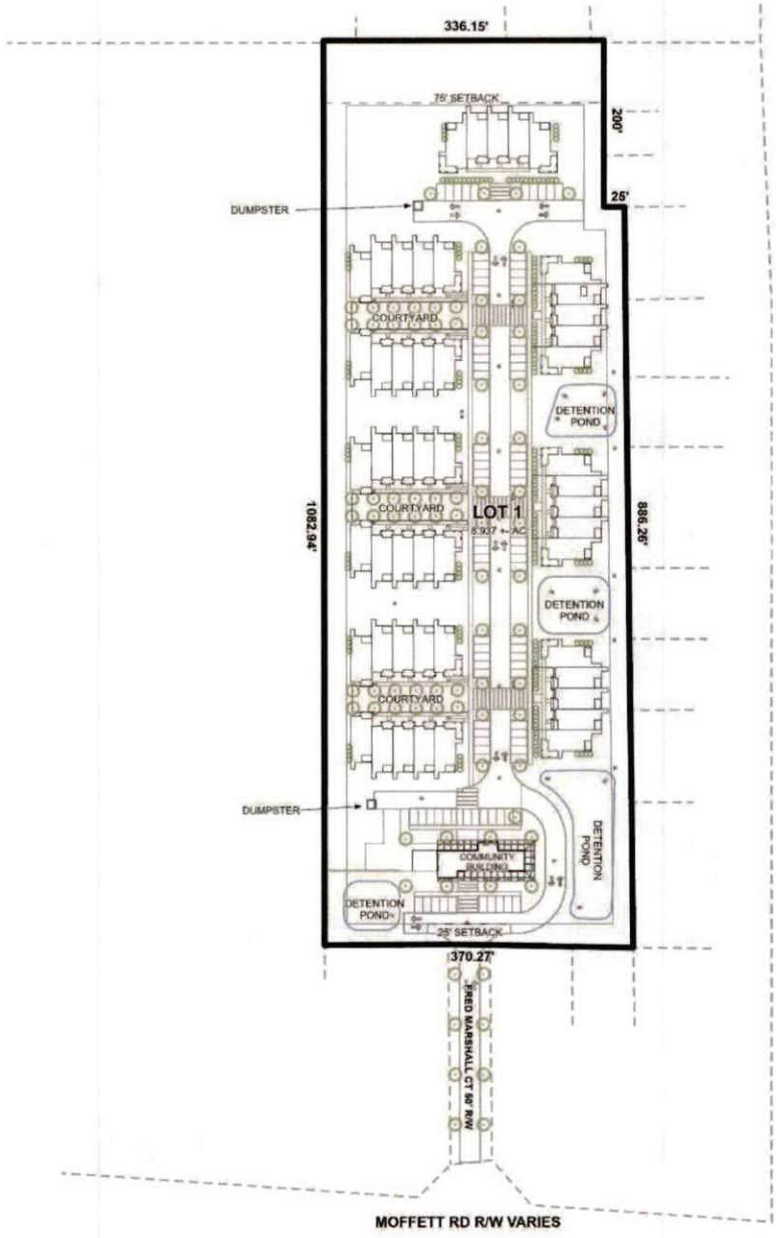
SITE PLAN



The site plan illustrates the existing buildings and landscaping.

APPLICATION NUMBER 9 DATE August 21, 2025 APPLICANT Fred Marshall Court Subdivision REQUEST Subdivision, PUD Modification	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER	9	DATE	August 21, 2025
APPLICANT	Fred Marshall Court Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider Rezoning
Property located at
2602, 2610, 2612, 2614, & 2616 Old Shell Road
and 107 & 107 Item Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 107 & 107 Item Avenue from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or

parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Urban District, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

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

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Urban District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Ten Seven Properties, LLC
Kari Byrd, Byrd Surveying, Inc.
2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on August 21, 2025, considered the request of **Ten Seven Properties, LLC** for a change in zoning from **Single-Family Residential Urban District (R-1), and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2),** for the property located at **2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue**.

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

1. Full compliance with all municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

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

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Givens, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, to the City Council, subject to the following condition(s):

1. Full compliance with all municipal codes and ordinances.

ZON-UDC-003420-2025 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
August 25, 2025

The advertising fee for this application is based on the current legal description is **$313.88.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue
ZON-UDC-003420-2025
Ten Seven Subdivision
Kari Byrd, Byrd Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 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, August 20, 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.

DESCRIPTION AND JUSTIFICATION FOR THE REZONING
OF TEN SEVEN PROPERTIES

THE PURPOSE OF THIS REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH PORTION OF THE PROPERTY IS ZONED B-2 AND THE EXISTING BUSINESSES CORRESPOND TO THAT CLASSIFICATION. THE MAJORITY OF THE PROPERTY THAT EXTENDS NORTHWARDLY IS ZONED R-1 BUT HAS BEEN DEVELOPED AND UTILIZED WITH B-2 BUSINESSES FOR MORE THAN 30 YEARS. THE CURRENT OWNERS PURCHASED THE PROPERTY IN 2023 AND DESIRE TO CORRECT THE ZONING OF THE PROPERTY.

SINCE THERE IS NOT ANY CHANGE IN THE CURRENT BUILDINGS OR USE, THE PARKING AND LANDSCAPE DATA IS OMITTED FROM THE SITE PLAN.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	[redacted]	
Email:		
Address:	[redacted]	

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

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE — Property Address

144,880 SF — Property Area (acres or square feet)

KEY #00770954, #00770945, #00770936 — Parcel Number(s) or Key Number(s)

B-2 & R-1 — Present Zoning or Transect District

B-2 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 7.16.25

Kori P. Gwin — Applicant or Agent Signature (if applicable) — Date: 7/15/2025

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.

Kori P Gwin — Applicant or Agent Signature — Date: 7/15/2025

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE MAP FOR MOBILE ALLOWS FOR A MIXTURE OF TRADITIONAL BUSINESS - THIS AREA HAS EXISTING BUSINESSES THAT CONFORM TO THAT CRITERIA

   NEIGHBORHOOD CENTER - TRADITIONAL
   Future Land Use Map (FLUM) Designation

   B-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
   If yes, describe the error
   THE SOUTH PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. THE ENTIRE PROPERTY HAS BEEN UTILIZED BY B-2 BUSINESSES FOR MORE THAN 30 YEARS.

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THE OWNER DOES NOT HAVE IMMEDIATE PLANS TO CHANGE THE BUILDINGS OR THE BUSINESS USES.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS PROPOSAL IS TO CORRECT THE ZONING TO CONFORM TO THE BUSINESSES ON SITE.

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

1. Describe the current development trends in the area of the property.
   THIS AREA OF OLD SHELL ROAD HAS SEEN MANY PROPERTIES BEING RENOVATED WITH NEW TYPES OF BUSINESS. SOME STRUCTURES HAVE BEEN REMOVED AND NEW BUILDINGS PLANNED OR UNDER CONSTRUCTION.

2. Describe the surrounding land uses.
   FRESENIUS KIDNEY CARE, P & G MACHING & SUPPLY, COASTAL INSULATION, AMBERS ATTIC ANTIQUES, HIGH COTTON CONSIGNMENTS, STATE FARM INSURANCE

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE WILL BE NO ADVERSE AFFECT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

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

City of Mobile · Planning & Zoning

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.

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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

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Checklist D

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

---

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

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

	Owner	Design Professional
Name:	HAYES TAPIA	
Firm:	TEN SEVEN PROPERTIES, LLC	
Phone:	251-786-0596	
Email:		
Address:	P. O. BOX 16702, MOBILE 36616	

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

2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE — Property Address

144,880 SF — Property Area (acres or square feet)

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

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

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

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Owner Signature — Date: 7.1C.25

Kori P. GNe — Applicant or Agent Signature (if applicable) — Date: 7/15/2025

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   THE MAP FOR MOBILE ALLOWS FOR A MIXTURE OF TRADITIONAL BUSINESS - THIS AREA HAS EXISTING BUSINESSES THAT CONFORM TO THAT CRITERIA

   NEIGHBORHOOD CENTER - TRADITIONAL
   Future Land Use Map (FLUM) Designation

   B-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
   If yes, describe the error
   THE SOUTH PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. THE ENTIRE PROPERTY HAS BEEN UTILIZED BY B-2 BUSINESSES FOR MORE THAN 30 YEARS.

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THE OWNER DOES NOT HAVE IMMEDIATE PLANS TO CHANGE THE BUILDINGS OR THE BUSINESS USES.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
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   FRESENIUS KIDNEY CARE, P & G MACHING & SUPPLY, COASTAL INSULATION, AMBERS ATTIC ANTIQUES, HIGH COTTON CONSIGNMENTS, STATE FARM INSURANCE

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE WILL BE NO ADVERSE AFFECT.

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   INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

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

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, HAYES TAPIA, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of TEN SEVEN PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2602, 2610-2616 OLD SHELL ROAD AND 105 & 107 ITEM AVENUE.

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

BYRD SURVEYING Designee (1)	Designee (2)
byrd@byrdsurveying.biz Email	Email
251-476-5010 Phone Number	Phone Number
Signature of Company Owner	7-16-25 Date

Outlook

Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 7/17/2025 3:20 PM
To Kari Givens <kari@byrdsurveying.biz>

Good afternoon,

We have completed our review of the above-referenced Rezoning application. Before the application can be considered complete and scheduled for review, the following items must be addressed:

1. **DWG File Submission:** If you have not already done so, please submit the DWG (AutoCAD) file of the Preliminary Plat to our GIS staff. For your convenience, Marine has been copied on this message.

An invoice for the application fees has been issued. **Please note that the application will not be considered complete until the required information has been submitted and all fees have been processed.**

If all outstanding items are resolved **by noon on July 21, 2025**, the application will be placed on the **August 21, 2025, Planning Commission agenda**. If the deadline is not met, the application will be held over until all requirements have been satisfied.

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

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

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>
Sent: Thursday, July 17, 2025 3:12 PM
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Subject: RE: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

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.

Thanks!

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Thursday, July 17, 2025 3:11 PM
To: Kari Givens <kari@byrdsurveying.biz>
Cc: Jerry Byrd <jerry@byrdsurveying.biz>
Subject: Re: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Received, thank you. And since the document concerns the subject site and is notarized, I think it's acceptable. I'll send an invoice email shortly.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Kari Givens <kari@byrdsurveying.biz>
Sent: Thursday, July 17, 2025 2:59 PM
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Jerry Byrd <jerry@byrdsurveying.biz>
Subject: FW: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

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.

Logan,

Sorry, I fully intended to send the legal with application, I have attached. I have also attached an "Assignment of Rents" for Ten Seven Properties, LLC showing Hays Tapia as Member. Will this document be sufficient?

Thanks,

Kari Givens
kari@byrdsurveying.biz
Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Thursday, July 17, 2025 1:39 PM
To: Jerry Byrd <jerry@byrdsurveying.biz>
Cc: Kari Givens <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>
Subject: Ten Seven Properties, LLC (ZON-UDC-003420-2025)

Good afternoon,

We have completed our review of the above Rezoning application and have determined that the following items must be addressed before the application can be deemed complete and scheduled for consideration:

1. **Owner Authorization:** A corporate letter of authorization signed by Hayes Tapia was submitted; however, we are unable to verify their affiliation with Ten Seven Properties, LLC. Please provide one of the following to satisfy this requirement:
   - A revised authorization letter issued by Ten Seven Properties, LLC explicitly authorizing Hayes Tapia to act on their behalf; or
   - Documentation confirming that Hayes Tapia is an officer or authorized agent of Ten Seven Properties, LLC.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the preliminary plat to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

3. **Legal Description:** Please provide a legal description in **Microsoft Word or other comparable format** of the subject property in order to accurately calculate the City Council advertising fees.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

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Outlook

Ten Seven Properties, LLC (ZON-UDC-003420-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 7/17/2025 1:39 PM
To jerry <jerry@byrdsurveying.biz>
Cc kari <kari@byrdsurveying.biz>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

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Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Inst. # 2023031749 Pages: 1 of 6 I cert[illegible] is instrument filed on: 5/22/2023 2:04 PM
Doc: TRLE Don Davis, Judge of Probate Mobile County, AL Rec: $28.00 MtgTx: $0.[illegible]
Clerk: BTOWLER ERecorded

RECORDATION REQUESTED BY:
River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

WHEN RECORDED MAIL TO:
River Bank & Trust
MOBILE DOWNTOWN
118 NORTH ROYAL STREET
SUITE 100
MOBILE, AL 36602

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SLT-180570 Mortgage recorded in Inst#2023031718.

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ASSIGNMENT OF RENTS

NOTICE: This Assignment is given as additional security for the Indebtedness, which also is secured by a mortgage or other security instrument on which the recording tax in the full amount of the Indebtedness has already been paid.

THIS ASSIGNMENT OF RENTS dated May 19, 2023, is made and executed between TEN SEVEN PROPERTIES LLC, AN ALABAMA LIMITED LIABILITY COMPANY, whose address is 2616 OLD SHELL ROAD, MOBILE, AL 36607 (referred to below as "Grantor") and River Bank & Trust, whose address is 118 NORTH ROYAL STREET, SUITE 100, MOBILE, AL 36602 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in MOBILE County, State of Alabama:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

*2614

The Property or its address is commonly known as 2602, 2610 & 2616 OLD SHELL ROAD, MOBILE, AL 36607.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

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Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing

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the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Alabama.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of MOBILE County, State of Alabama.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means TEN SEVEN PROPERTIES LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means TEN SEVEN PROPERTIES LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means River Bank & Trust, its successors and assigns.

Note. The word "Note" means the promissory note dated May 19, 2023, **in the original principal amount of $935,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

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ASSIGNMENT OF RENTS
(Continued)

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 19, 2023.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

TEN SEVEN PROPERTIES LLC

By: _____ (Seal)
JAMIE S TAPIA, Member of TEN SEVEN PROPERTIES LLC

By: _____ (Seal)
HAYS M TAPIA, Member of TEN SEVEN PROPERTIES LLC

This ASSIGNMENT OF RENTS prepared by:

Name: RIVER BANK & TRUST
Address: 118 NORTH ROYAL STREET
City, State, ZIP: MOBILE, AL 36602

Surety Land Title
5909 Airport Blvd
Mobile, AL 36608

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JAMIE S TAPIA, Member of TEN SEVEN PROPERTIES LLC and HAYS M TAPIA, Member of TEN SEVEN PROPERTIES LLC**, a limited liability company, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19 **day of** May, 2023.

FRANCES K. McKINNELL
Notary Public
Alabama State At Large
My Commission Expires 5/27/2026

Notary Public

My commission expires _____

LaserPro, Ver. 22.4.0.056 Copr. Finastra USA Corporation 1997, 2023. All Rights Reserved. - AL C:\LASERPRO\CFI\LPL\G14.FC TR-44591 PR-12

Escrow File No.: 180570

Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608

EXHIBIT "A"

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

Beginning at a point on the North side of Old Shell Road, 280.6 feet West of the Northwest corner of Old Shell Road and Item Avenue; thence Westwardly along the North side of Old Shell Road, a distance of 50 feet to a point; thence deflecting to the right 67 degrees, 25 minutes, proceed Northwardly 150 feet to a point, thence Eastwardly along a line parallel with the North line of Old Shell Road, a distance of 50 feet to a point; thence Southwardly 150 feet to the point of beginning.

Parcel B

From the Northwest corner of Old Shell Road and Item Avenue run Westwardly along the North line of OId Shell Road 157.8 feet to the point of beginning of property herein described; thence deflecting to the right 67 degrees, 25 minutes run Northwardly 751.5 feet to a point; thence deflecting to the left 88 degrees, 30 minutes run Westwardly 166 feet, more or less, to the Southwest corner of property heretofore conveyed by Lafayette Willard by deed to Bishop of Mobile recorded in Deed Book 411, N.S., page 145 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence deflecting to the left 91 degrees, 45 minutes, run Southwardly 539.5 feet to a point; thence run Eastwardly along a line parallel with the North line of Old Shell Road and along the North line of property formerly owned by Exalee Smith 50 feet to a point; thence deflecting to the right 91 degrees, 30 minutes run Southwardly along the East line of property formerly owned by Exalee Smith 150 feet to the North line of Old Shell Road; thence run Eastwardly along the North line of Old Shell Road 122.8 feet to the point of beginning.

Parcel C

Lots Number One (1), Two (2) and Three (3) in De La Croix Place, as per plat of same recorded in Probate Court of Mobile County, Alabama, in Deed Book 117, N.S., page 222.

Surety Land Title
5909 Airport Blvd.
Mobile, AL 36608

LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 7/17/25

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

Neighborhood Meeting Date: July 14, 2025

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: DUMAS WESLEY SNR CTR, 126 MOBILE ST., MOBILE AL

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

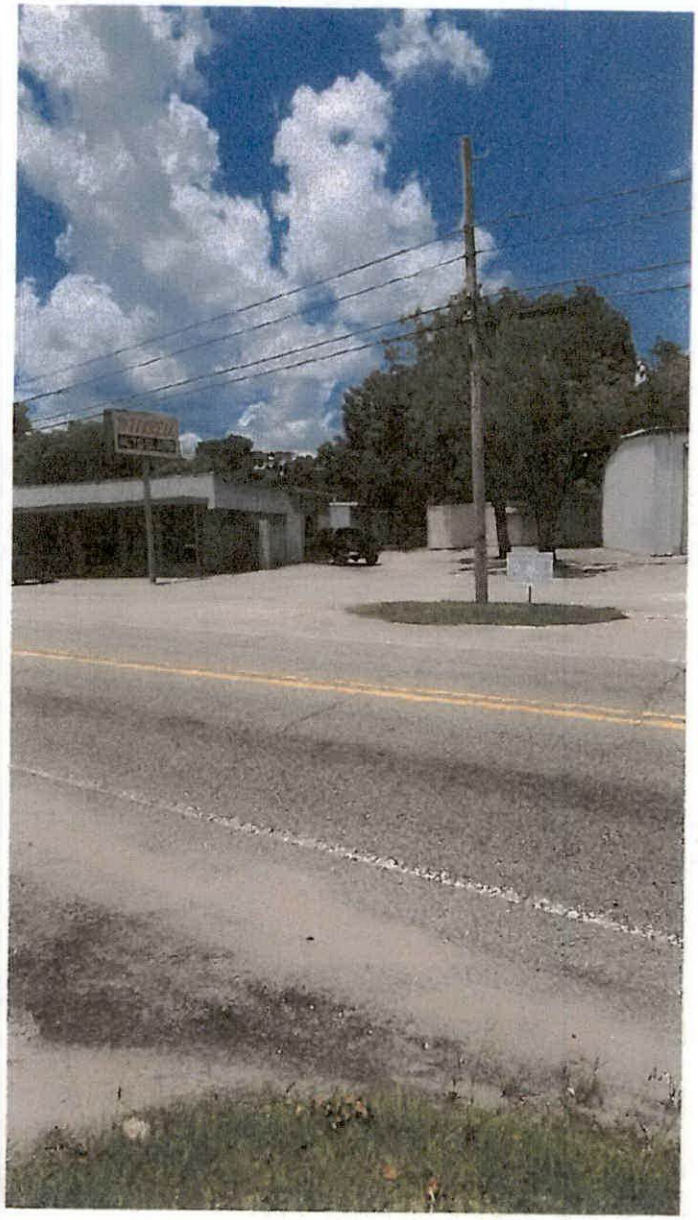
- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting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

Applicant's Name: Kari Givens
(First Name & Last Name)

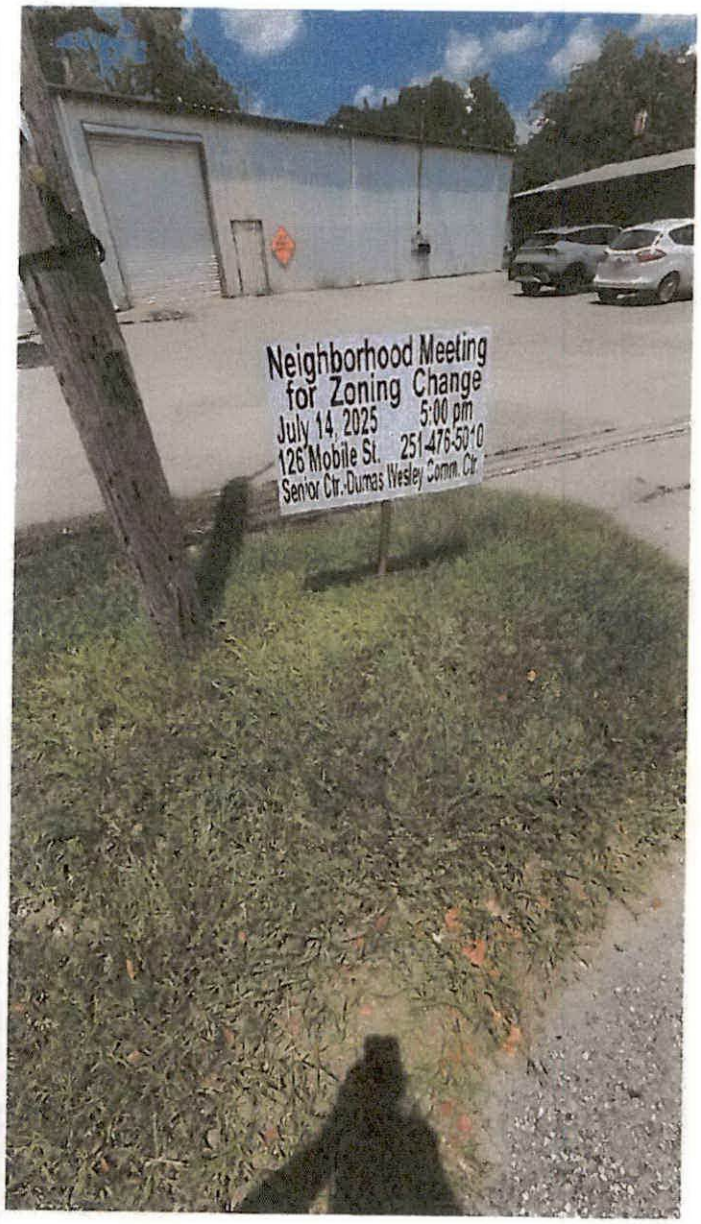
Applicant's signature attesting to the accuracy of the documentation provided:

X Kari P.G. **Date:** 7/17/25

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

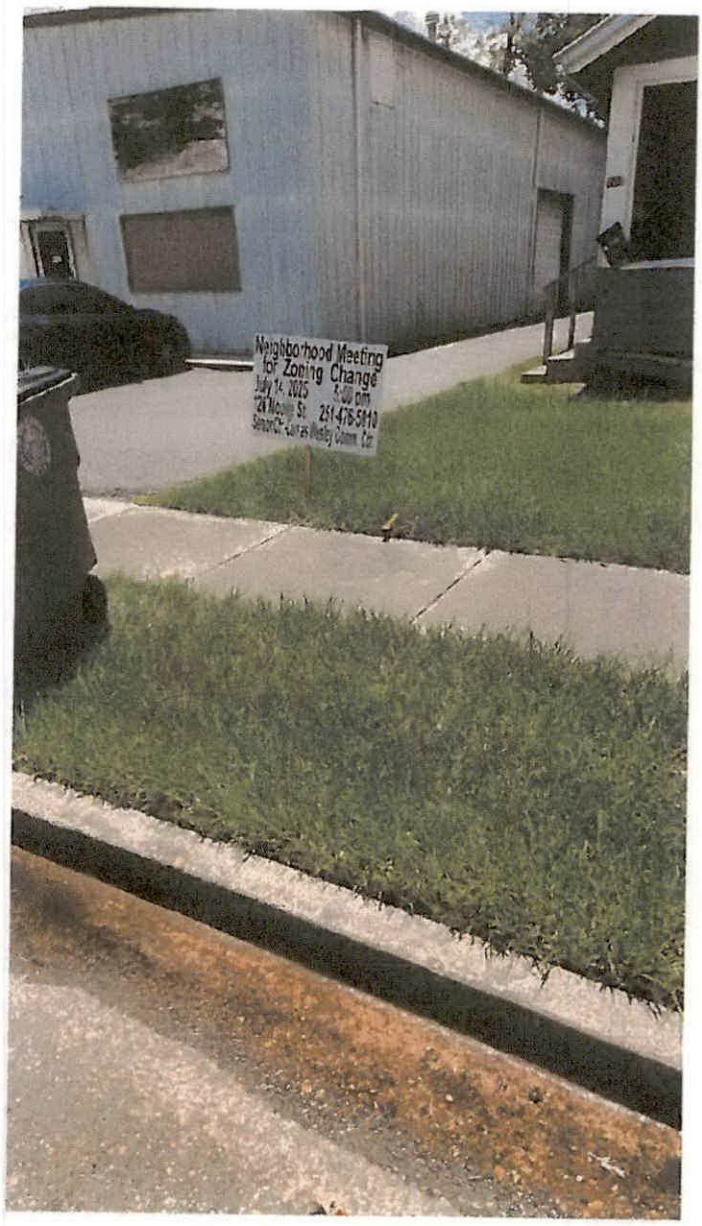


JULY 2, 2025


Neighborhood Meeting
for Zoning Change
July 14, 2025 5:00 pm
126 Mobile St. 251-476-5010
Senior Ctr.-Dumas Wesley Comm. Ctr

JULY 2, 2025

JULY 2, 2025



JULY 2, 2025

80

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Julie D. Day
129 Item Avenue
Mobile, AL 36607

Patricia Ann Carstarphen
9309 McFarland Way
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Mobile, AL 36607

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2617 Old Shell Road
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112 Hyland Avenue
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118 Hyland Avenue
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Rachel & Katherine Whiteley
126 Hyland Avenue
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2560 Old Shell Road
Mobile, AL 36607

Old Shell Road Properties, LLC
P. O. Box 7008
Mobile, AL 36670

Brandon & Jessica Kirksey
4100 Wales Drive, Apt. 102
Virginia Beach, VA 23452

Sallie C. Gaines
116 Hyland Avenue
Mobile, AL 36607

Donald & Thea Wiley
1195 Zillock Road
San Bernito, TX 78586

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Jayne E. Burke
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Anh Van Nguyen & Hanh My T
136 Hyland Avenue
Mobile, AL 36607

Makeda Nichols
4150 Skywood Lane
Mobile, AL 36693

Gerhardt Old Shell, LLC
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Mobile, AL 36670

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267 Houston Street
Mobile, AL 36606

North Florida, LLC
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Mobile, AL 36689

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1320 Blue Ridge Circle
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2560 Dohm Street
Mobile, AL 36607

Councilman Cory Penn
City of Mobile
205 Government Street
Mobile, AL 36602

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

Dear Neighbor,

The owner of properties located at 105 & 107 Item Avenue and 2610 to 2616 Old Shell Road is submitting a rezoning application to the City of Mobile to correct an error in the zoning ordinance. A portion of the property is zoned B-2 and the remainder is zoned R-1. All of the property is developed and utilized by businesses that corresponds to the B-2 classification. The owner does not have immediate plans to change the current buildings or business use.

You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

Meeting Location: Senior Center at Dumas-Wesley Community Center at 126 Mobile Street
Date: July 14, 2025
Time: 5:00 p.m.

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

Sincerely,

Gerald D. Byrd
GDB/kpg

Neighborhood Meeting for Zoning Change

July 14, 2025 5:00 pm

126 Mobile St. 251-476-5010

Senior Ctr.-Dumas Wesley Comm. Ctr.

Neighborhood Meeting Sign-In Sheet
Date: July 14, 2025 **Meeting Location:** Dumas Wesley 126 Mobile St.
Applicant: TenSeven Properties LLC **Application(s):** _____

Name: Lola Solano Email: lolasolano@yahoo.com
Address: 125 Item Avenue, Mobile 36607 Phone: 251-300-1034

Name: Juli Day Email: JuJuhiker@gmail.com
Address: 135 Item Ave Phone: 251-377-6054

Name: BOB SCHWARZ Email: RSCHWARZ6@COMCAST.NET
Address: 2602 OLD SAELL Phone: 251 379 9234

Name: Jamie Tepsic Email: JamieC@partcitymobile.com
Address: 200 Wimbledon Park W, Mobile, AL 36608 Phone: 251-656-7596

Name: Hays Tepsic Email: Hays@partcitymobile.com
Address: 200 Wimbledon Park W Mobile, AL 36608 Phone: 251-786-0596

Name: Jeff Wilson Email: jubilee.photo.info@gmail.com
Address: 125 Hyland Ave Phone: 251-626-0380
Mobile AL 36607

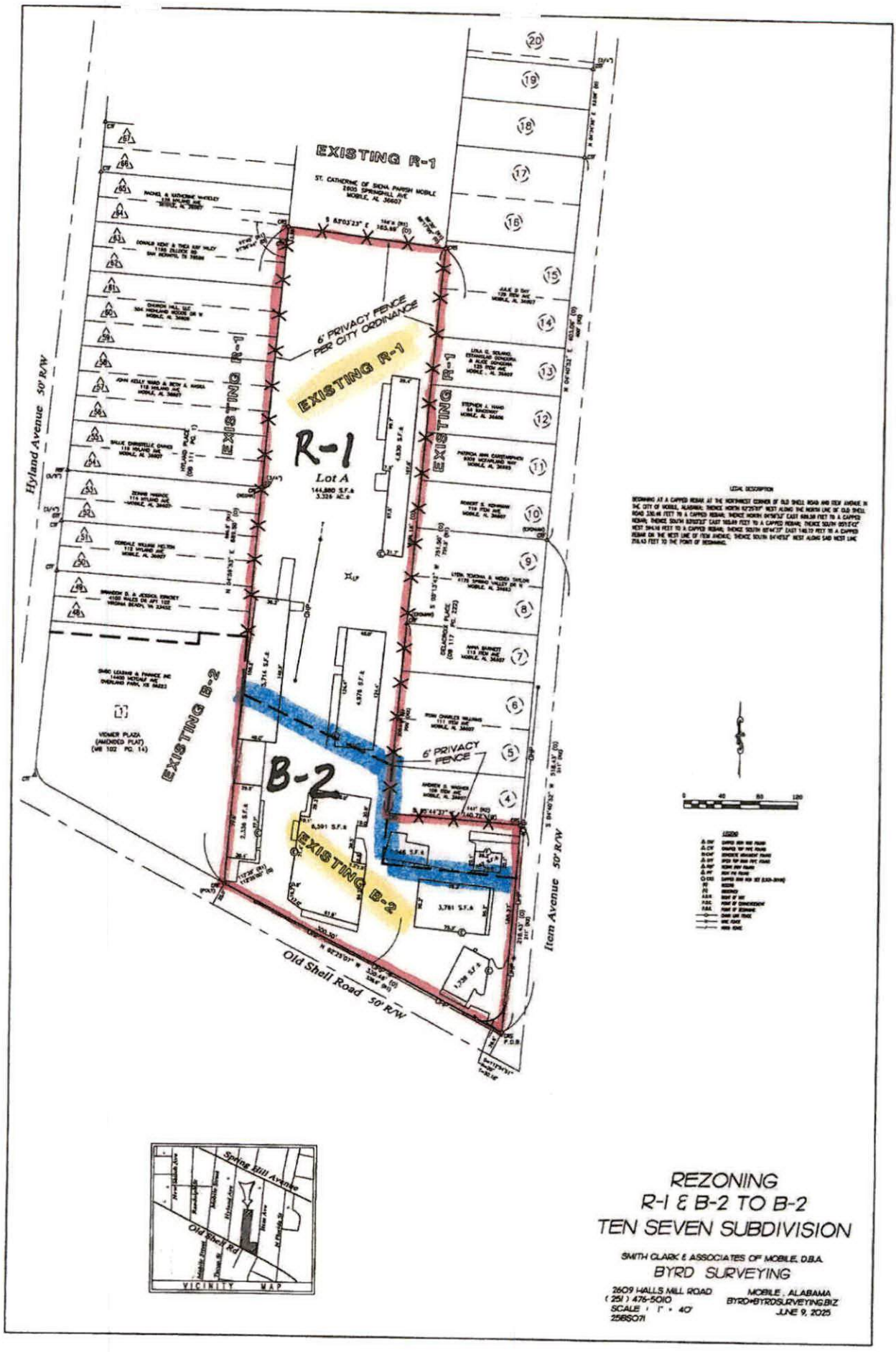
Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

MINUTES OF NEIGHBORHOOD MEETING JUNE 14, 2025, FOR TEN SEVEN PROPERTIES, LLC AT DUMAS WESLEY SENIOR CENTER, 126 MOBILE STREET, MOBILE, ALA.:

THE MEETING WAS ADVERTISED TO BEGIN AT 5:00 P.M. AND I CALLED THE MEETING TO ORDER AT THAT TIME. THERE WERE THREE NEIGHBORS, TWO OWNERS, AND MYSELF IN ATTENDANCE. THERE WAS A GENERAL DISCUSSION CONCERNING THE PROPERTY AND ANY FUTURE PLANS. THE OWNERS HAVE BEEN CLEANING THE PROPERTY AND MAKING SOME REPAIRS TO THE EXISTING BUILDINGS. THE NEIGHBORS AND THE OWNERS DISCUSSED PROBLEMS WITH RODENTS AND A HOMELESS MAN THAT LIVED IN THE ST. CATHERINE'S SCHOOL BUILDING THAT HAS NOW BEEN REMOVED. WITH SCHOOL DEMOLITION AND THE CLEAN UP OF THE TEN SEVEN PROPERTY THEY ARE HOPING THESE PROBLEMS WILL DISAPPEAR. ONE ADDITIONAL NEIGHBOR JOINED THE MEETING AT 5:30 P.M. AND WE EXPLAINED THE PROPERTY REZONING TO HER. SHE ATTENDED A PREVIOUS NEIGHBORHOOD MEETING AND SHE IS FAMILIAR WITH THE CITY'S REZONING PROCESS. ADDITIONAL GENERAL DISCUSSION OF THE RE-DEVELOPMENT OF OLD SHELL ROAD AREA FOLLOWED.

WITH NO OTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 6:00 P.M.


EXISTING R-1
6' PRIVACY FENCE PER CITY ORDINANCE
EXISTING R-1
R-1
Lot A
144,880 S.F.±
3.326 AC.±
EXISTING R-1
EXISTING R-1
EXISTING B-2
B-2
6' PRIVACY FENCE
EXISTING B-2
Hyland Avenue 50' R/W
Item Avenue 50' R/W
Old Shell Road 50' R/W
VICINITY MAP
Spring Hill Avenue
Old Shell Rd.
REZONING
R-1 & B-2 TO B-2
TEN SEVEN SUBDIVISION
SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'
25BS071
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JUNE 9, 2025

LEGAL DESCRIPTION

BEGINNING AT A CAPPED REBAR AT THE NORTHWEST CORNER OF OLD SHELL ROAD AND ITEM AVENUE IN THE CITY OF MOBILE, ALABAMA; THENCE NORTH 62°25'07" WEST ALONG THE NORTH LINE OF OLD SHELL ROAD 330.46 FEET TO A CAPPED REBAR; THENCE NORTH 04°59'53" EAST 689.50 FEET TO A CAPPED REBAR; THENCE SOUTH 83°03'23" EAST 165.69 FEET TO A CAPPED REBAR; THENCE SOUTH 05°13'42" WEST 594.18 FEET TO A CAPPED REBAR; THENCE SOUTH 85°44'37" EAST 140.72 FEET TO A CAPPED REBAR ON THE WEST LINE OF ITEM AVENUE; THENCE SOUTH 04°40'52" WEST ALONG SAID WEST LINE 218.43 FEET TO THE POINT OF BEGINNING.

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Mobile, AL 36606

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Mobile, AL 36616

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Mobile, AL 36607

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Mobile, AL 36607

Councilman Cory Penn
City of Mobile
205 Government Street
Mobile, AL 36602

Jean Hilburn
824 E. Kensington Avenue
Salt Lake City, UT 84105

Jayne E. Burke
134 Hyland Avenue
Mobile, AL 36607

Gerhardt Old Shell, LLC
P. O. Box 7176
Mobile, AL 36670

I. & A Ventures, LLC
P. O. Box 81306
Mobile, AL 36689

Ashland Station, LLC
2600 Dauphin Street
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Samuel J. Kelley
1320 Blue Ridge Circle
Mobile, AL 36695

Agenda Item # 11

SUB-003419-2025 & ZON-UDC-003420-2025

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2602, 2610, 2612, 2614, & 2616 Old Shell Road and 105 & 107 Item Avenue

Subdivision Name:
Ten Seven Subdivision

Applicant / Agent:
Kari Byrd, Byrd Surveying, Inc.

Property Owners:
Ten Seven Properties, LLC

Current Zoning:
R-1, Single-Family Residential Urban District &
B-2, Neighborhood Business Urban District

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-2 to B-2.
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

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

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1945.

With the adoption of the Zoning Ordinance in 1967 it was assigned its current split zoning of R-1 and B-2 classifications.

The portion of the site at the Northwest corner of Old Shell Road and Item Avenue was the subject of a Use Variance request in 1987 to allow a used car lot, which was denied by the Board of Zoning Adjustment.

The site has never had any cases before the Planning Commission.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Label the proposed ROW dedication and list the amount of area being dedicated in SF and AC.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

ADD THE FOLLOWING NOTES TO THE SITE PLAN:

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

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

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

The site has frontage along Old Shell Road and Item Avenue. Old Shell Road is a component of the Major Street Plan as a Minor Arterial Street with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Item Avenue is a minor street with curb and gutter and a compliant 50-foot right-of-way; therefore, no dedication would be required along Item Avenue. The preliminary plat indicates a 20-foot radius curve is to be dedicated at the intersection of Old Shell Road and Item Avenue. If approved, this should be retained on the Final Plat, adjusted for any further dedication, if required by City Engineering. The right-of-way widths of Old Shell Road and Item Avenue should be retained on the Final Plat, if approved.

As the site is proposed to be rezoned from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District, the required 10-foot minimum front yard setback for a B-2 Urban District should be illustrated along both street frontages on the Final Plat, if approved.

The proposed lot meets the minimum size requirements of the Subdivision Regulations, and the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is to correct an error in the assigned zoning classification, as the site has been developed and utilized for more than 30 years with B-2 businesses. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road to the West by other B-2 properties in commercial use; to the North by an R-1 property used as a church, and R-1 property used as a residence. To the East across Item Avenue, and to the South across Old Shell Road, properties are also zoned B-2 in commercial use.

As no change in the current buildings or use on the site is proposed, and no expansion within the site is proposed, parking and landscaping data is omitted on the site plan provided.

The proposed subdivision of the site into one (1) lot would seem to justify the rezoning to eliminate split zoning within the site. Furthermore, the assignment of an R-1 zoning classification to property which has been in B-2 use for many years would further seem to justify the rezoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the right-of-way widths of Old Shell Road and Item Avenue on the Final Plat;
2. Retention of the 20-foot radius corner dedication at the intersection of Old Shell Road and item Avenue, adjusted for any further dedication if required by City Engineering;
3. Revision of the plat to illustrate a 10-foot minimum building setback line along Old Shell Road and Item Avenue;
4. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

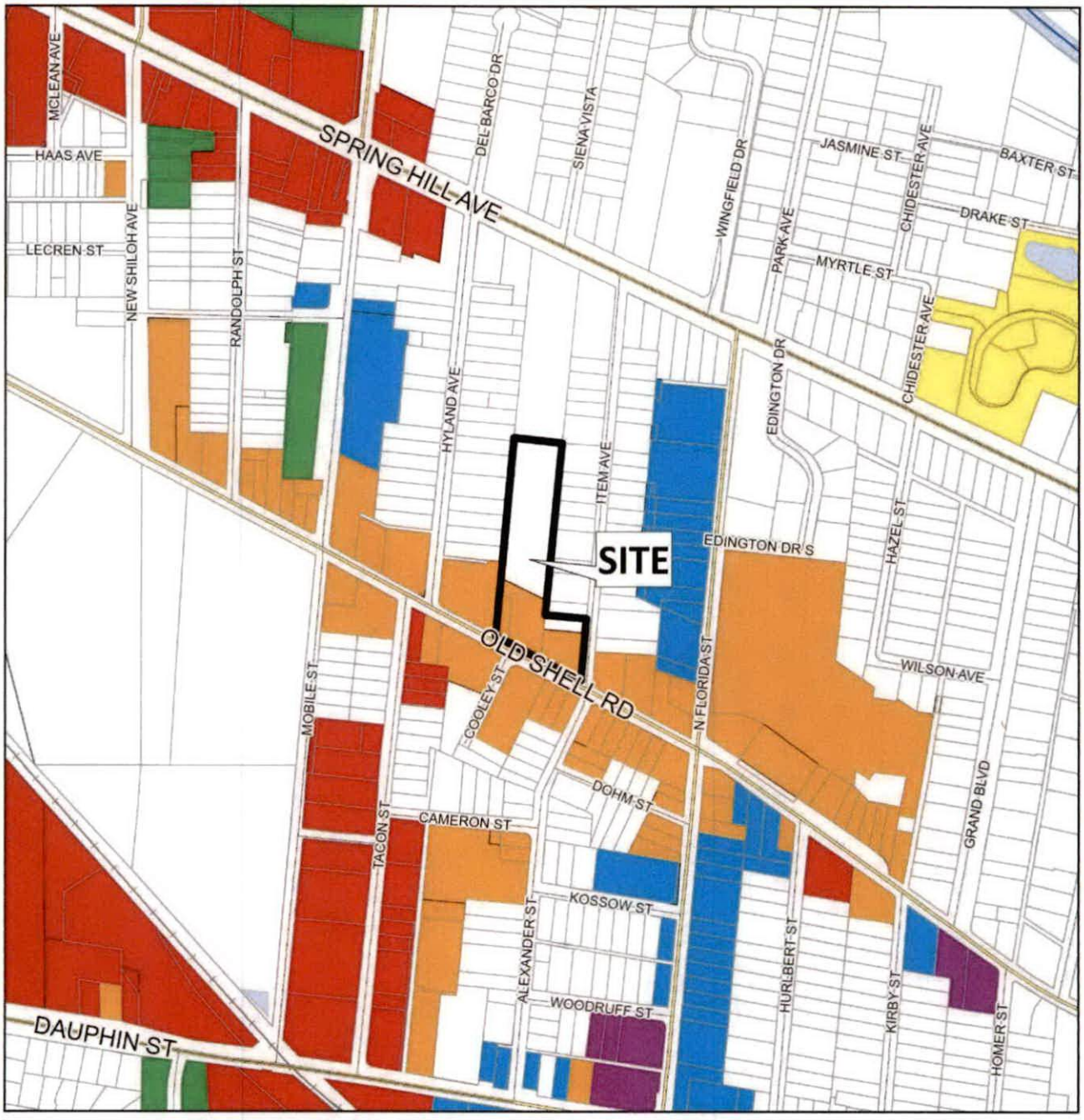
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE August 21, 2025

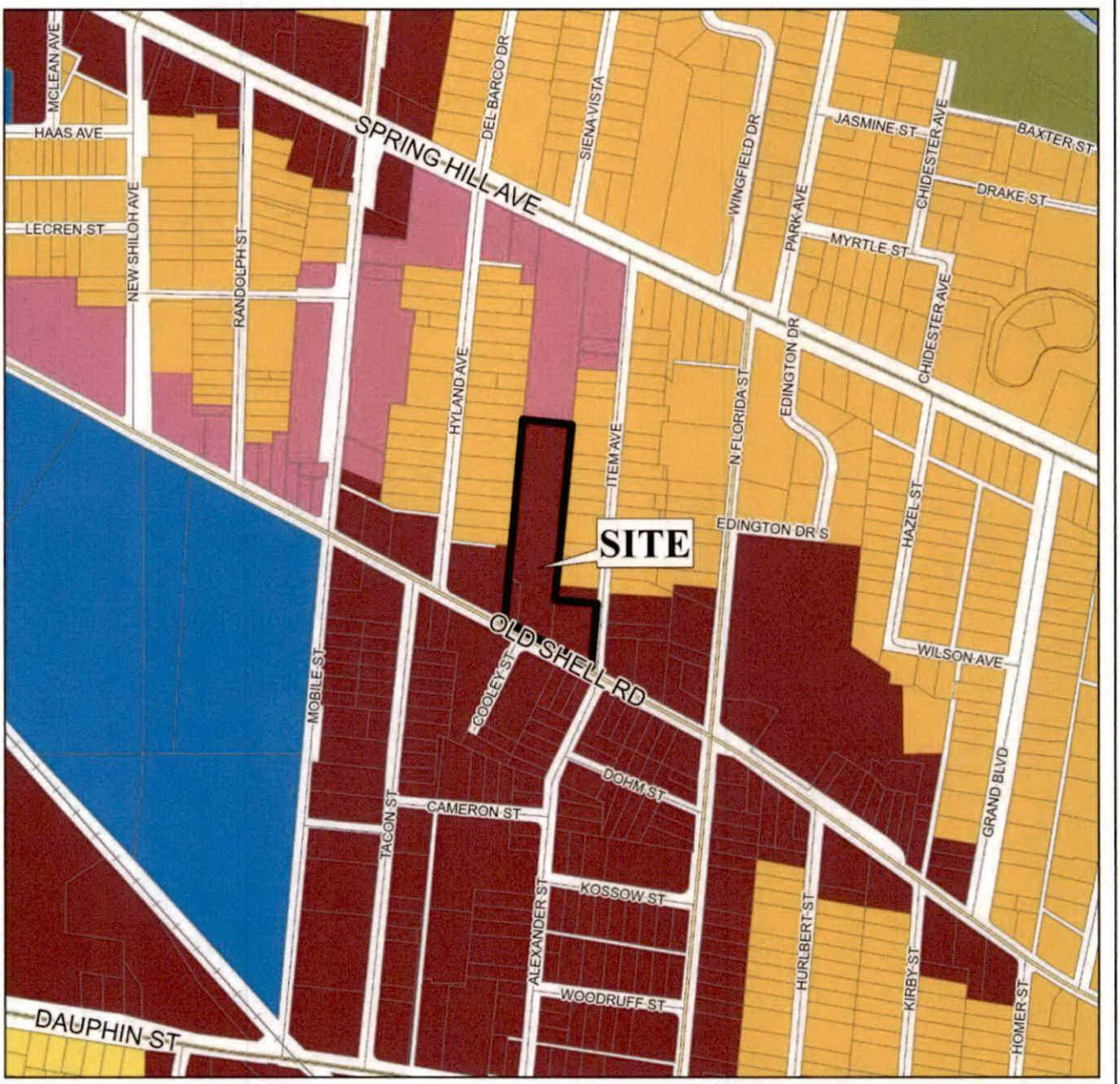
APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

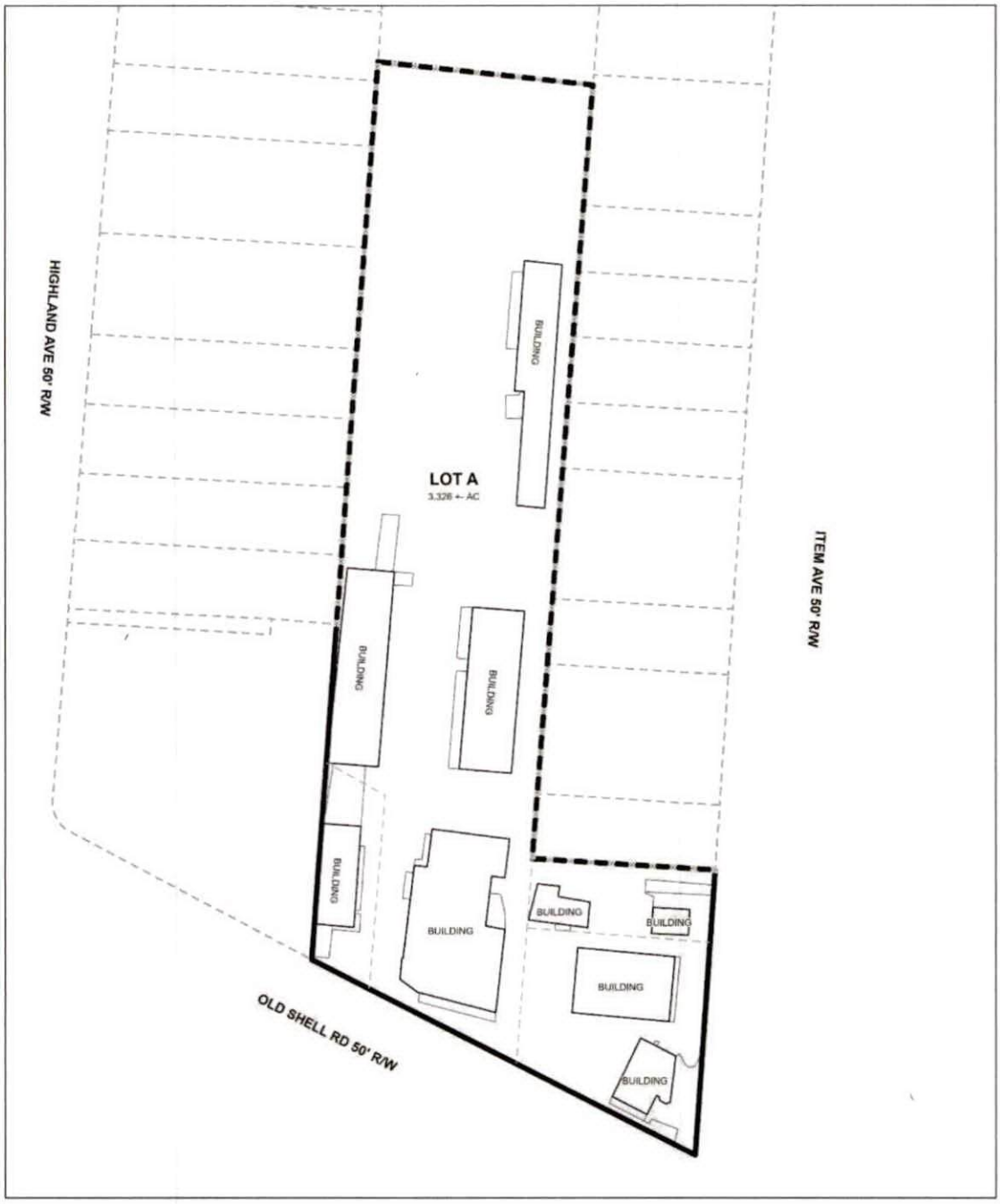
REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

SITE PLAN



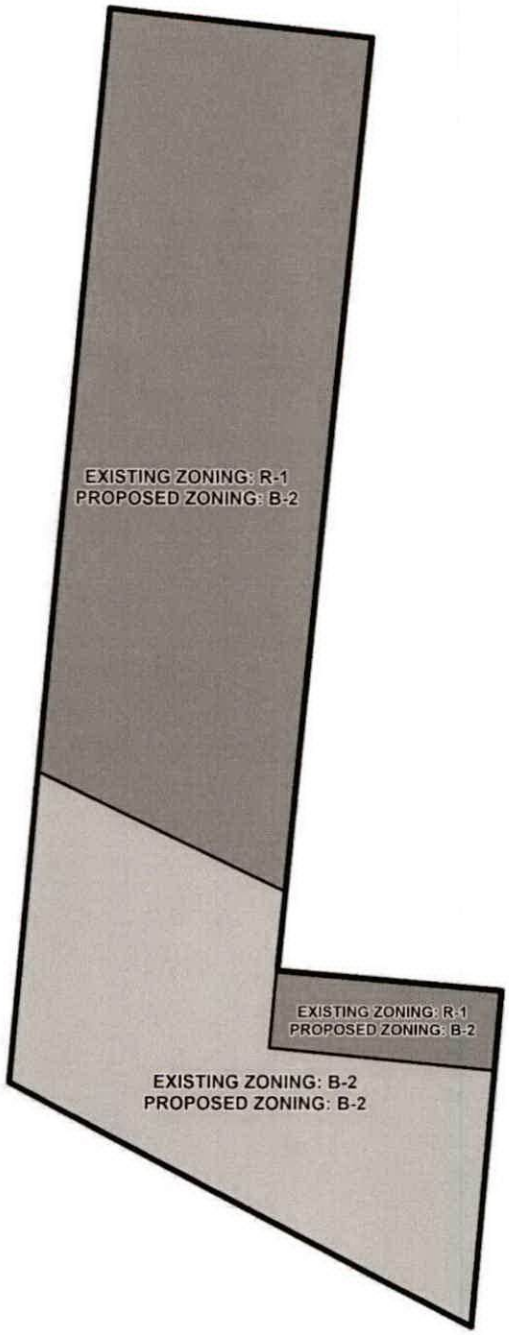
The site plan illustrates fencing, existing buildings, and proposed lot lines.

APPLICATION NUMBER	11	DATE	August 21, 2025
APPLICANT	Ten Seven Subdivision		
REQUEST	Subdvision, Rezoning from R-1 and B-2 to B-2		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE August 21, 2025

APPLICANT Ten Seven Subdivision

REQUEST Subdvision, Rezoning from R-1 and B-2 to B-2

N

NTS

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

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

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

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

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

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider an Amendment to the
Downtown Development District Regulating Plan to
Rezone Property Located at 250 Saint Francis Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 9, 2025**, a public hearing will be held on the **14th** day of **October**, 2025, at 10:30 a.m., to consider adoption of an ordinance to amend the Downtown Development District Regulating Plan to rezone property located at 250 Saint Francis Street from T-5.1 to T-5.2.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from T-5.1 to T-5.2 and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a T-5.2, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-5.2, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of October, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 17th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **250 Saint Francis Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from T-5.1 to T-5.2.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **T-5.2** Districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **T-5.2** until the following condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

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

LOT A, CONDOMINIUM SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 121, PAGE 25, PROBATE COURT OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **T-5.1 to T-5.2** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **T-5.2**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **T-5.2,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
250 Saint Francis Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)** for an Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2. for the property located at **250 Saint Francis Street**.

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

1. Full compliance with all other municipal codes and ordinances.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ryan Patel
A & R Development Group, LLC
1381 W. Fairfield Drive
Gulf Shores, Alabama 36542

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 1
Rezoning from Neighborhood Business Suburban District (B-2) to Light Industry District (I-1).
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

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

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support amending the Downtown Development District Regulating Plan to rezone the property to **T-5.2**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **T-5.2** to the City Council, subject to the following condition(s):

1. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003414-2025 250 St. Francis Street
August 25, 2025

The advertising fee for this application is based on the current legal description is **$263.34.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 250 Saint Francis Street
ZON-UDC-003414-2025
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21 , 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:

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	[redacted]	[redacted]
Email:	[redacted]	[redacted]
Address:	[redacted]	[redacted]

	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:	[redacted]	

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

250 St. Francis Street, Mobile, AL 36602 — Property Address

0.53 Acres — Property Area (acres or square feet)

Key No. 00736234

Parcel Number(s) or Key Number(s)

T-5(i) — Present Zoning or Transect District

T-5(ii) — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 7/14/25

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

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

Applicant or Agent Signature — Date 7/14/25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

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

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

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

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

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

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

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

SUPPLEMENTAL DOCUMENTATION
Community Residences

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

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

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

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

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.
- ☐ 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.
- ☐ 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 B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown — Future Land Use Map (FLUM) Designation

T-5(ii) — Requested Zoning

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

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

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

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

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Field will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

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

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

The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restuarant and hotel uses.

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

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a numebr of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

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

The Downtown District has sufficient infrastructure in place to suppot the proposed use.

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

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracking conventions to the area.

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

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

4. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 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)

     _____

     _____
   - ☐ Lighting:

     _____

     _____
   - ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

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

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

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.

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

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

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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)

     _____

     _____

   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____

   - ☐ Lighting:

     _____

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   - ☐ Hours of operation:

     _____

   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

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.

   _____

   _____

   _____

   _____

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.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

City of Mobile • Planning &Zoning

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.

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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:	Ryan Patel	James F. Watkins
Firm:	A & R Development Group, LLC	Maynard Nexsen PC
Phone:	251-223-6311	251-432-0001
Email:	ryan.patel@anrgroup.com	jwatkins@maynardnexsen.com
Address:	1381 W. Fairway Dr., Gulf Shores, AL	11 N. Water St., Suite 24290, Mobile, AL 36602

	Owner	Design Professional
Name:	RObert Biscan	
Firm:		
Phone:		
Email:		
Address:	1554 SunSt Road, Brentwood, TN 37207	

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

250 St. Francis Street, Mobile, AL 36602 — Property Address

0.53 Acres — Property Area (acres or square feet)

Key No. 00736234

Parcel Number(s) or Key Number(s)

T-5(i) — Present Zoning or Transect District

T-5(ii) — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 7/14/25

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

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

Applicant or Agent Signature — Date 7/14/25

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

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

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

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

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

---

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

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

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   - ☐ Lighting:
   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☐ Yes ☐ No

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

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

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

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

SUPPLEMENTAL DOCUMENTATION
Bed and Breakfast Establishments

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

1. Will the owner of the establishment reside on the site? ☐ Yes ☐ No
   How many nonresident employees are proposed for the business?

2. How many guest rooms will be provided?

3. Will meals be provided? Are meals or food to be provided to any customers that are NOT overnight guests of the proposed Bed and Breakfast?

4. What is the maximum stay for guests?

SITE PLAN, BUILDING ELEVATION AND SIGN INFORMATION

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ Provide elevations of all structure on the property to illustrate that the residential nature of the neighborhood or the character of the dwelling as a residence are maintained.

☐ Illustrate the refuse area on the site plan (be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot)

☐ Illustrate required parking on the site plan (Minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties.

☐ No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

SUPPLEMENTAL DOCUMENTATION
Bar/Lounge

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

1. Is entertainment or music to be provided? ☐ Yes ☐ No
   If yes, how often will entertainment or music be provided? Will sound systems or amplification be used? What hours will entertainment or music be provided?

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

3. Describe any potential adverse effects of the proposed use and structure upon the neighborhood and how will they be mitigated.

SUPPLEMENTAL DOCUMENTATION
Community Residences

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

1. How many unrelated persons will occupy the home?

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☐ No
   Refer to the Alabama Department of Mental Health, the Alabama Department of Public Health, and the Alabama Department of Human Resources for information regarding existing community residences.
   If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

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

1. Is the home the primary residence of the daycare operator? ☐ Yes ☐ No

2. Are there additional employees? ☐ Yes ☐ No
   If yes, how many and do they reside at the home?

   _____

   _____

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

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.
- ☐ 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.
- ☐ 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 B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown
Future Land Use Map (FLUM) Designation

T-5(ii)
Requested Zoning

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

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

Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

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

Redevelopment of hte Downtown District has brough additional tourists and businesses to the area. The construction ofhte new Civic Center and the relocation of teh Mobile Airport to Brokley Fleld will increase demand for hotel rooms in the Downtown District. Improvements to the Convention Center, growth in tourism in the Africatown Community and renovations to the Battleship all point to increased tourism in the downtown area and evidences a need for additional hotel rooms. Current zoning allows small hotel on site, but developer's plan woudl be for a room count exceeding what is allowed.

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

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

The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

2. Describe the surrounding land uses.

Within a several block radius of the site there is a significant mix of residential, commercial office, retail, church, restuarant and hotel uses.

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

Given the location of the site in the Downtown District, and the various uses already in close proximity to the site, there would be minimal, if any, adverse impact on neighboring properties. The proposed building height is comparable to the nearby church and existing hotels and office buildings nearby. There could be an increase in parking required for this proposed use but the developer is providing some on-site parking and there are a numebr of existing surface lots within 1-2 blocks of the site which would mitigate that issue.

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

The Downtown District has sufficient infrastructure in place to suppot the proposed use.

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

Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracking conventions to the area.

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

CHECKLIST C

Planned Development

The following are required to evaluate applications for Planned Developments. Please provide a statement for all prompts.

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
- ☐ Neighborhood Meeting documentation
- ☐ A Concept Plan
- ☐ Dimensional and Design Standards, per Section 64-2-23.D
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ List of Permitted uses, per Section 64-2-23.C

---

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

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

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

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

4. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 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)

   _____

   _____

   ☐ Lighting:

   _____

   _____

   ☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

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

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

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.

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.

SITE PLAN AND BUILDING INFORMATION

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ☐ Illustrate that the site plan satisfies the minimum continuous acreage requirements of Section 64-2-23.A
- ☐ Illustrate the open space.
- ☐ Illustrate available public utilities, streets, and community facilities.
- ☐ Illustrate that the site has appropriate ingress and egress.
- ☐ Illustrate how the site accommodates existing urban amenities and natural features.

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.

   _____

   _____

   _____

   _____

   _____

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   _____

   _____

   _____

   _____

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

   _____

   _____

   _____

   _____

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)

     _____

     _____

   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

     _____

     _____

   - ☐ Lighting:

     _____

     _____

   - ☐ Hours of operation:

     _____

   - ☐ Other conditions that are unique to the use of the property:

     _____

     _____

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.

   _____

   _____

   _____

   _____

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.

   _____

   _____

   _____

   _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Meeting Date is set for July 21, 2025

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: A & R Group Home 2

Address: 250 St. Francis Street, Mobile, AL 36602

Owner: Robert Biscan

Address: [redacted] Zip Code: 37207

Phone: _____ Fax: _____ Email: _____

Authorized Agent: [redacted]

Address: [redacted] Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

James F Watkins

Print

7/14/25

Date

Applicant Agent

Affiliation to project/Organization

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: A & R Group Home 2

Address: 250 St. Francis Street, Mobile, AL 36602

Owner: Robert Biscan

Address: 1554 Sunset Road, Brentwood, TN Zip Code: 37207

Phone: _____ Fax: _____ Email: _____

Authorized Agent: James F. Watkins, Maynard Nexsen PC

Address: 11 North Water Street, Suite 24290, Mobile, AL Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

James F. Watkins

Print

7/14/25

Date

Applicant Agent

Affiliation to project/Organization

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Developer is proposing to develop vacant lot as a 140+/- room branded hotel. The site is located in teh Downtown area under the Map for Mobile. In the Downtonw District, in-fill development is encouraged. A hotel use increases the mix of uses along this corridor of St. Francis Street. In this area, uses include churches, retail, commercial offices, commercial storage, restuarants, and residential uses.

Downtown
Future Land Use Map (FLUM) Designation

T-5(ii)
Requested Zoning

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

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Additional hotel rooms in teh Downtown District will promote tourism and enhance Mobile's ability to attract additional tourists and convention business. The development of hte site will take a vacant parcel and create an anchor for activity in this area between Dauphin and St. Louis Streets. Development of the site as a hotel will increase tax revenue forthe City and COunty through lodging and ad valorem taxes.

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The Downtown Area contiues to see renovation of existing structures as well as new construction, all leading to more people visiting the area. The construction of a new Civic Center as well as the relocation of the Mobile Airport to Brookley Field will further fuel growth of visitors to Downtown Work in the area is a mix of restoration of historic buildings as well as new construction.

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Development of additional hotel rooms will support growth of the Downtown District as a tourist destination as well as support attracting conventions to the area.

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

Outlook

RE: Ryan Patel, A&R Development Group, LLC (ZON-UDC-003414-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/14/2025 2:04 PM
To James F. Watkins <jwatkins@maynardnexsen.com>

Good afternoon,

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

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, August 6, 2025**.
   Note: To date, only dated photographs of the Neighborhood Meetings signs have been received.

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

If the application fees are paid **by noon on Monday, July 21, 2025**, the case will be scheduled for the **August 21, 2025 Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Regards,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for re-zoning
250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,

Robert S. Biscan

[redacted]

July 1, 2025

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for re-zoning
250 St. Francis Street, Mobile, Alabama

Ladies and Gentlemen,

Please accept this letter as my approval and authorization designating A & R Development Group, L.L.C. and/or James F. Watkins of Maynard Nexsen, PC, as its agent, as parties authorized to submit an application for rezoning of the property located at 250 St. Francis Street, Mobile, Alabama 36602.

Sincerely,

Robert S. Biscan
1554 Sunset Road
Brentwood, TN 37027

James F. Watkins
Direct 251.432.0023
E-mail jwatkins@maynardnexsen.com

MAYNARDNEXSEN

July 24, 2025

HAND DELIVERED

Mr. Logan Anderson
City of Mobile Planning and Zoning
205 Government Street
3rd Floor, South Tower
Mobile, Alabama 36602

Re: A & R Development Group, LLC
Neighborhood Meeting – July 21, 2025 - Documentation

Dear Mr. ~~Anderson~~ Logan:

Enclosed is a Neighborhood Meeting Cover Sheet with attached required documentation collected for the project and proposed re-zoning of the property at 250 St. Francis Street from T-5(i) to T5(ii).

If you have any questions concerning the above, please feel free to contact me.

Very truly yours,

James F. Watkins

JFW/lbr

Enclosures

PLANNING AND ZONING
24 JUL 2025 PM12:12

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 7/24/25

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

_____

_____

Neighborhood Meeting Date: 7/21/25

Neighborhood Meeting Time: 5:00

Neighborhood Meeting Location: Ben May Public Library

_____

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

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

Applicant's Name: A & R Development Group, LLC / James F Watkins - Agent

(First Name & Last Name)

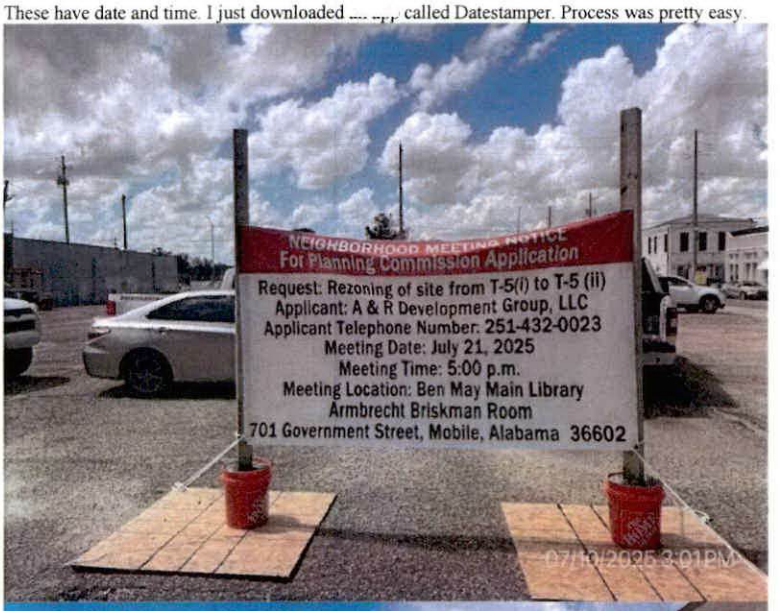
Applicant's signature attesting to the accuracy of the documentation provided:

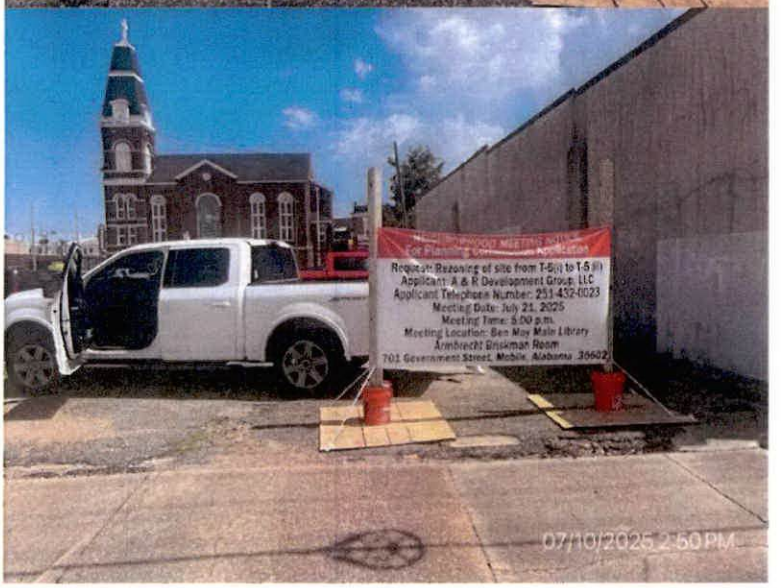
X _____ Date: 7/24/25

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

To: "James F. Watkins" <jwatkins@M Nexsen.com>

These have date and time. I just downloaded ...., called Datestamper. Process was pretty easy.





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1554 SUNSET RD
BRENTWOOD, TN 37027

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MOBILE, AL 36602

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MOBILE, AL 36652

BBS INVESTMENTS LLC
PO BOX 1125
SARALAND, AL 36571

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N D CUNNINGHAM & CO INC
PO BOX 15
MOBILE, AL 36601

Notice of Neighborhood Meeting

July 2, 2025

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that A & R Development Group, L.L.C., or its assigns, will be submitting to the Mobile City Planning Commission:

> Application for Zoning Change to rezone the property at 250 St. Francis Street, Mobile, Alabama 36602 from T-5.1 Mixed Use – Medium Intensity to T-5.2 – Mixed Use – Medium Intensity

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

July 21, 2025
5:00 p.m
Ben May Main Library
Armbrecht Briskman Meeting Room
701 Government Street
Mobile, Alabama 36602

You are receiving this notice because your property is located within 300 feet of 250 St. Francis Street, Mobile, Alabama, in compliance with the notification requirements of Article 5 of the City of Mobile Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

James F. Watkins, as agent for applicant
Maynard Nexsen PC
11 North Water Street, Suite 24290
Mobile, Alabama 36602
(251) 432-0001
Jwatkins@maynardnexsen.com

Neighborhood Meeting

Date: July 21, 2025

Time: 5:00 p.m.

Location of Neighborhood Meeting: Ben May Main Library
701 Government Street, Mobile, AL 36602

Project Location: 250 St. Francis Street, Mobile, AL

Project/Application (e.g. Rezoning from R-1 to B-1):
Re-zoning - T5(i) to T(5)(:i)

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

X _____ Date: 7/24/25

Please Sign In:

Name: James F. Watkins Email: jwatkins@maynardnexsen.com
Address: 11 N. Water St. Suite 24290 Mobile, AL 36602 Phone: 251-432-0001

Name: Zach Hoyt Email: zach@anrgroup.com
Address: 1585 Gulf Shores Pkwy Gulf Shores, AL 36542 Phone: 251-979-5763

Name: ROBERT ADAIR Email: _____
Address: 300 DAUPHIN ST MOBILE AL 36602 Phone: 251-776-8538

Name: BAY HALPERN Email: _____
Address: 351 Conti St., Apt. 3M Phone: 615-278-0091

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: JOAN HOFFMAN Email: ———

Address: 13 N. JULIA ST. Phone: 251-776-3874

Name: Mya Falgout Email: WKRG

Address: _____ Phone: _____

Name: Lucy Cope Email: LucyCope6@gmail.com

Address: 3080 St Louis Phone: 251-480-3803

Name: Lee Weissinger Email: LeeWeissinger@gmail.com

Address: 254 N Jackson St Mobile Phone: 617 423 0882

Name: COLIN CAMPER Email: _____

Address: 1104 OLD SHELL RD Phone: 872-257-4500

Name: David Cagle Email: david@mydowntownchurch.com

Address: 251 St. Francis St. Phone: 251-447-4407

Name: Martin Cunningham Email: Martin.Cunningham@DJ

Address: 705 ST. LOUIS ST. Phone: 251 610-1006

Name: DICK BUCHANAN Email: dick@Duchanan[illegible]

Address: P.O. BOX 2105; MOBILE, AL 36601 Phone: 251-349-2245

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: Jeremy Millsy Email: jeremy@millsyre.com

Address: 220 St. Michael Street. Phone: (251) 421-0919

Name: Margo Aldenton Email: firehousewinebar@yahoo.com

Address: 216 Saint Francis Phone: 917-684-0330

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: July 21, 2025

Meeting Time: 5:00 p.m.

Meeting Location: Ben May Library - Mobile
701 Government Street, Mobile 36602

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

The applicant is requesting to re-zone property at 250 St. Francis Street from T-5(i) to T-5(i) in order to build a 5 story, 132 +/- room branded hotel.

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

A site plan and floor design were provided on both a large format and handout version. Scale renderings and ~~aerial~~ aerial view renderings were also provided.

Please attach copies of the distributed information to this summary.

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

Please see attached summary.

Neighborhood Meeting Summary

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application:** _____

(Meeting summary, continued)

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

The Neighborhood Meeting ended at the following time: 6:30 p.m.

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

X _____ Date: 7/24/25

Neighborhood Meeting

July 21, 2025

A & R Development Group, LLC

The meeting was called to order at 5:00 pm on Monday July 21, 2025. James Watkins, attorney for the applicant, introduced the project and the proposal for re-zoning the property at 250 St. Francis Street from T-5(i) to T-5(ii). The need for the re-zoning was to allow a greater building height and a larger room count in the proposed hotel. Copies of the site plan and the scaling renderings were placed around the room for attendees to view. Mr. Watkins referred to the elevations and reminded the attendees that the re-zoning was not site plan specific, but the exhibits were being provided to give people an indication of what a hotel on the site might look like.

Mr. Watkins introduced Zach Hoyt, the President of A & R Development Group, LLC, the developer of the project, who discussed his company's history in Mobile and other hotel properties they owned and operated in Mobile and Baldwin Counties. He described the project including the height, floor and room count, and timeline for development. He indicated that the expectation was that the building would be 73,000 +/- square feet in size, would have 5 floors and approximately 132 rooms. He expected to commence construction in the second quarter of 2026 and be complete in the fourth quarter of 2027, and 18 month construction timeline. After his presentation he opened the floor for questions.

Attendees asked questions (answers were by both Mr. Hoyt and Mr. Watkins):

Q. Is the site in a historic district.

A. The site is in the DDD but not in a historic district. That answer was corrected as the site is a historic district.

Q. Are the renderings what will be built? Comments were made that the drawings were "ugly" and "really obnoxious". "The building looks like something you would see on the side of the highway, not downtown Mobile".

A. The renderings are to reflect scale of the building. No formal design drawings have been commissioned yet. Developer wanted to get entitlements in place before they engaged the architects. Ultimately the building design would have to meet the

Downtown Development District requirements and any other codes or ordinances governing the site.

Q. Why are you coming into downtown Mobile? What are the economics?

A. The proposed Home2 Suites brand is an extended stay format. Downtown Mobile has several hotel offerings but not much in the extended stay category. Additionally, with the new civic center and the move of the airport to Brookley, the return of the cruise ship and AmTrack service, the developer believes there will be an increase in hotel demand in the area.

Q. A St. Francis Street resident asked about stormwater given some street flooding in the area. They also asked about whether the building would be on a slab or if pilings would be required.

A. The site will be developed in accordance with the City Storm Water Ordinance. The engineering plans on drainage and whether a slab or piles would be used had not been determined at this stage.

Q. How would the hotel handle parking? There did not appear from the plans to be a lot of on-site parking.

A. The developer group has secured a long term lease for an adjacent parking lot to allow for hotel guests to have nearby parking.

Q. Would developer employ semi-permeable surfacing to reduce stormwater from parking lots?

A. Developer was not sure what surfacing would be but would be willing to consider that if a viable option.

Q. Will there be any commercial uses as a part of the building? Bar, restaurants, shops?

A. There will be no non-hotel guest amenities built into this facility.

Q. The pastor from the church across St. Francis asked about the construction schedule and whether any streets would be closed and, if so, for how long.

A. The project is expected to be 18 months of construction. At this time the developer was not aware as to whether any streets would be required to be closed.

Q. What was the landscaping plan for the site?

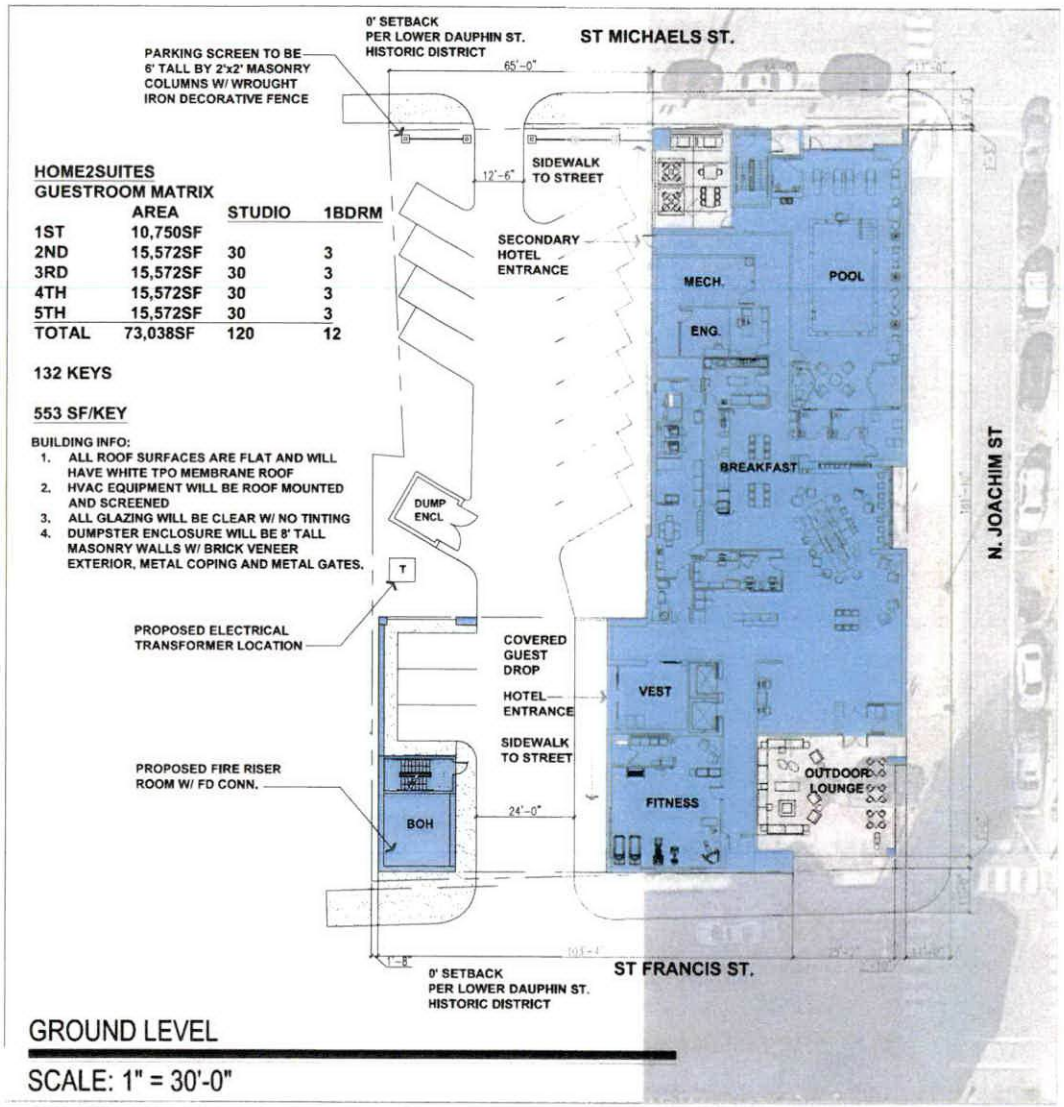
A. No landscape plan was completed yet. The site would comply with the ordinance.

Q. Would the operator of the hotel offer memberships for neighbors to use the pool at the hotel like the Battle House?

A. No.

At the end of the question and answer period there were several additional comments about the architecture of the building and things that could be done to make it feel more like a part of downtown. Attendees pointed to the Hilton Garden Inn and the Hampton Inn as examples of incorporating architectural elements that made those buildings a better fit in the downtown area. The developer took note of those comments.

The meeting was closed at 6:30.



HOME2SUITES
GUESTROOM MATRIX

	AREA	STUDIO	1BDRM
1ST	10,750SF		
2ND	15,572SF	30	3
3RD	15,572SF	30	3
4TH	15,572SF	30	3
5TH	15,572SF	30	3
TOTAL	73,038SF	120	12

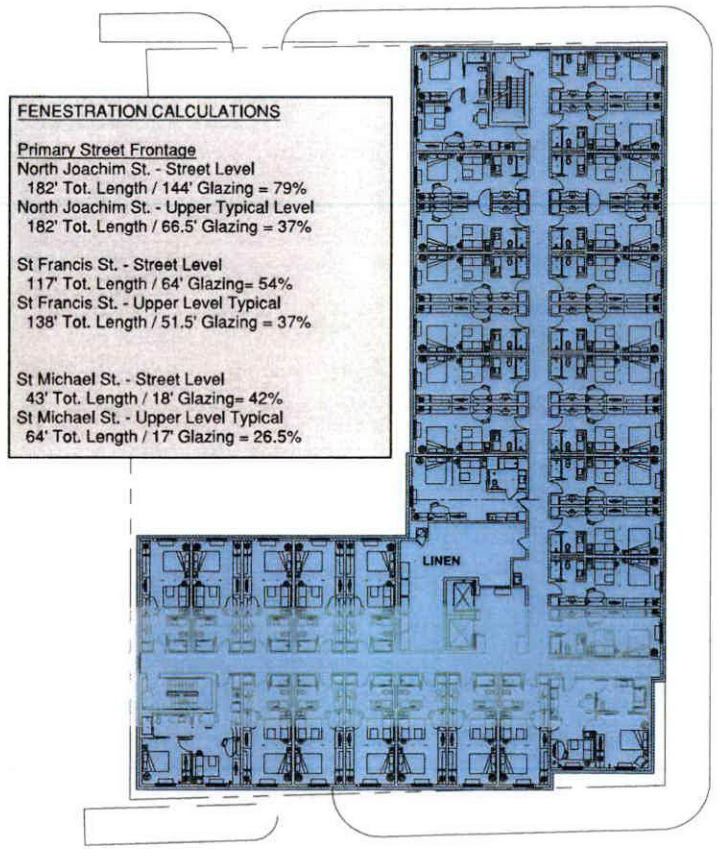
132 KEYS

553 SF/KEY

BUILDING INFO:
1. ALL ROOF SURFACES ARE FLAT AND WILL HAVE WHITE TPO MEMBRANE ROOF
2. HVAC EQUIPMENT WILL BE ROOF MOUNTED AND SCREENED
3. ALL GLAZING WILL BE CLEAR W/ NO TINTING
4. DUMPSTER ENCLOSURE WILL BE 8' TALL MASONRY WALLS W/ BRICK VENEER EXTERIOR, METAL COPING AND METAL GATES.

GROUND LEVEL

SCALE: 1" = 30'-0"



FENESTRATION CALCULATIONS

Primary Street Frontage
North Joachim St. - Street Level
182' Tot. Length / 144' Glazing = 79%
North Joachim St. - Upper Typical Level
182' Tot. Length / 66.5' Glazing = 37%

St Francis St. - Street Level
117' Tot. Length / 64' Glazing= 54%
St Francis St. - Upper Level Typical
138' Tot. Length / 51.5' Glazing = 37%

St Michael St. - Street Level
43' Tot. Length / 18' Glazing= 42%
St Michael St. - Upper Level Typical
64' Tot. Length / 17' Glazing = 26.5%

TYPICAL LEVEL

SCALE: 1" = 30'-0"

RIVERMONTARYLAND
DEVELOPMENT GROUP

HOME2SUITES

Mobile Alabama

10 May 2024

BCA-STUDIOS
ARCHITECTS
GAINESVILLE | ATLANTA

RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

10 May 2024

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Mobile, Alabama

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GAINESVILLE / ATLANTA

RIVERMONT
DEVELOPMENT GROUP

HOME2SUITES

Mobile, Alabama

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HOME2SUITES

Mobile, Alabama

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BCA-STUDIOS
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Google Earth

E.O. WILSON
Google Earth

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Google Earth

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PO BOX 15
MOBILE, AL 36601

A & R Development Group, LLC
1381 W. Fairway Drive
Gulf Shores, AL 36542

Agenda Item # 8

ZON-UDC-003414-2025

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

Applicant Materials for Consideration

DETAILS

Location:
250 Saint Francis Street

Applicant / Agent:
Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

Property Owner:
Robert Biscan

Current Zoning:
T-5.1 Sub-District of the Downtown Development District

Proposed Zoning:
T-5.2 Sub-District of the Downtown Development District

Future Land Use:
Downtown

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Amendment to the the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2

  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

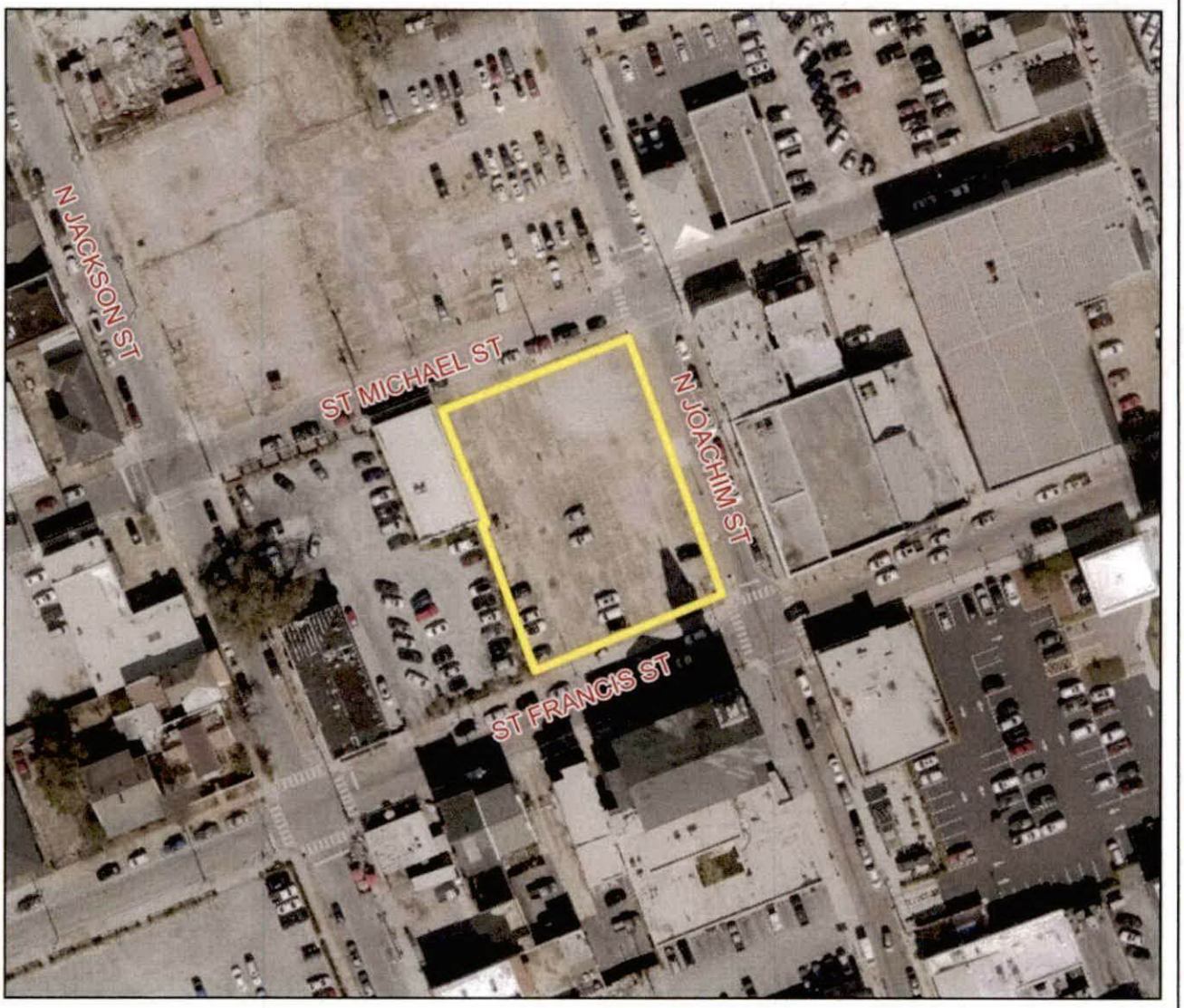
Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

N

NTS

SITE HISTORY

In March 2008, the site was before the Planning Commission for a one-lot Subdivision, Condominium Subdivision, which was recorded in Probate Court.

In January 2014, the City Council rezoned the site from B-4 to T-5.1, with the adoption of the Downtown Development District.

There have been no other cases for the site before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Appendix A, Section 9.C of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant is requesting an amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.1 to T-5.2.

A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the West that are currently zoned T-5.1 and used as an office and a parking lot. To the North, across St. Michael Street is a T-5.1 property developed as a parking lot. To the South, across St. Francis Street, are a church and an office, both zoned T-5.1. Properties to the East, across North Joachim Street, are zoned T-5.2 and are occupied by offices.

The site plan submitted with the rezoning application has been submitted to the Consolidated Review Committee (CRC) for review, and has been found to have several aspects that either needed additional information provided, needed to be revised to comply, or required a variance to be granted by the Board of Zoning Adjustment.

It should be noted that the site is located in the Lower Dauphin Street Historic District, therefore any development will require a Certificate of Approval from the Architectural Review Board (ARB).

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

The Downtown Development District (DDD) regulations state in Appendix A, Section 4.E.1. the following criteria for adjustments to the transect sub-district, including:

(a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.
(b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.
(c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

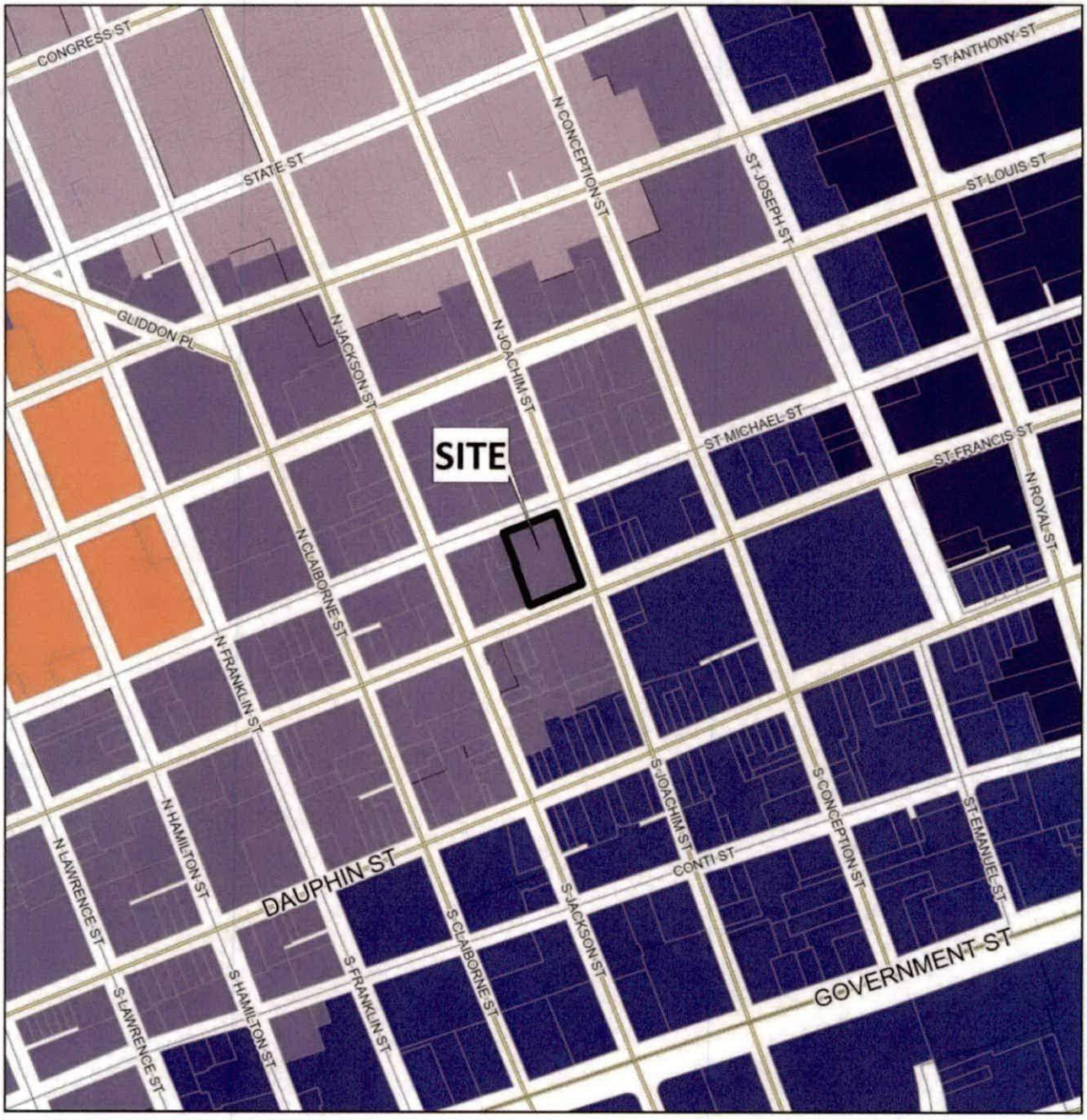
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to T-5.2, the following condition should apply:

1. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE August 21, 2025

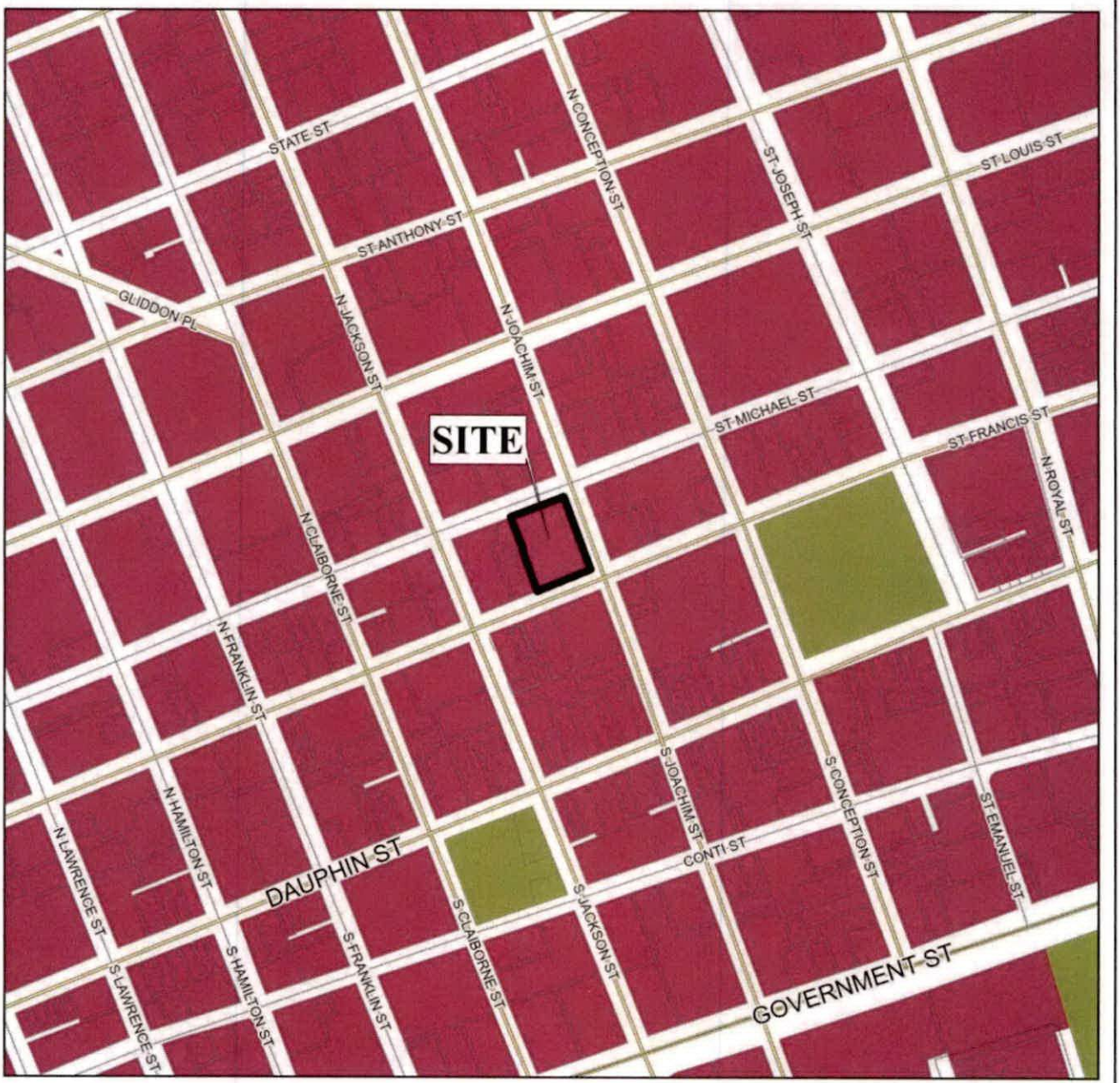
APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

REQUEST Rezoning from T-5.1 to T-5.2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 8 DATE August 21, 2025

APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)

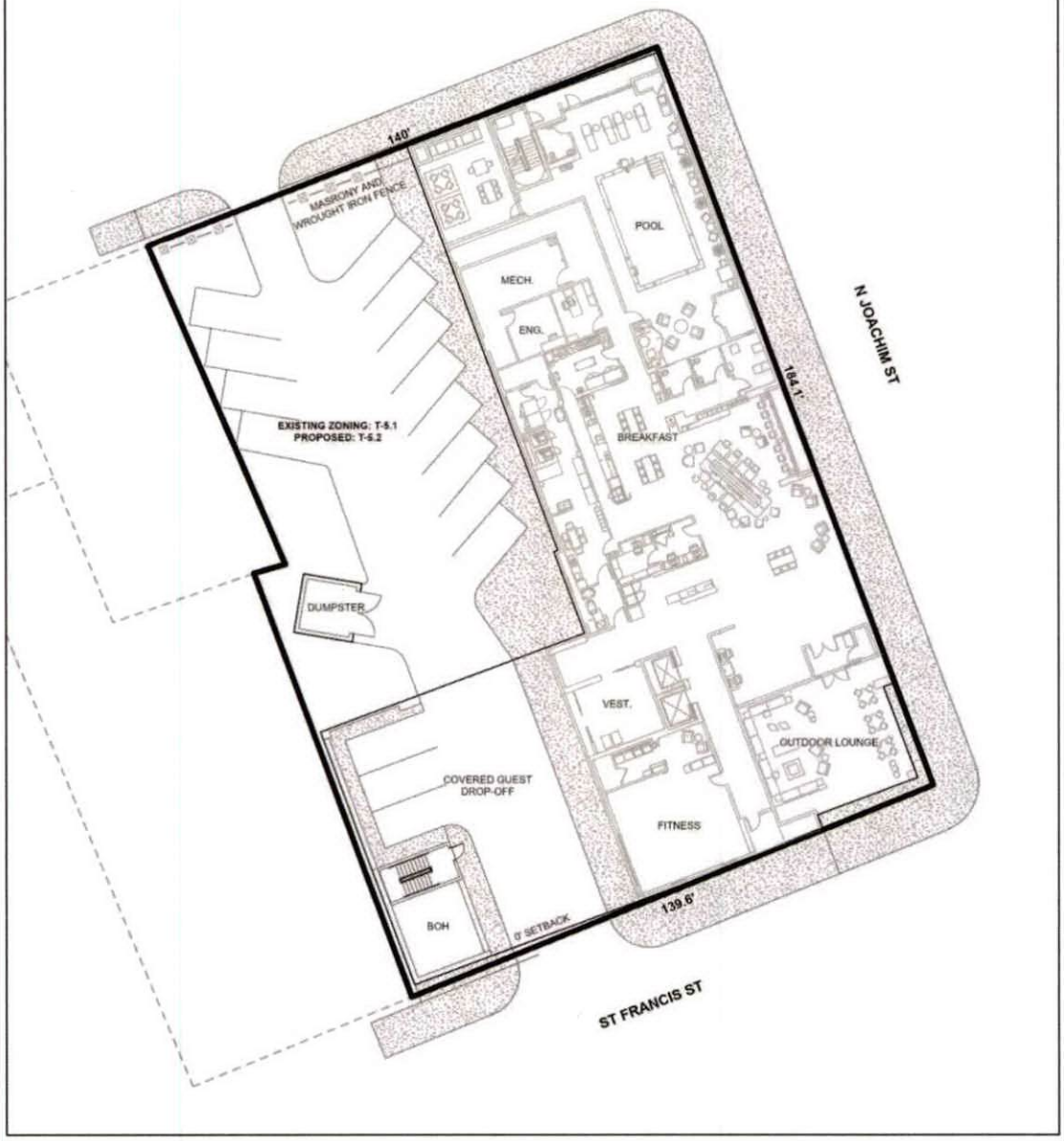
REQUEST Rezoning from T-5.1 to T-5.2

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

N

NTS

SITE PLAN



The site plan illustrates proposed buildings, drives, setback and parking.

APPLICATION NUMBER 8 DATE August 21, 2025	N NTS
APPLICANT Ryan Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)	
REQUEST Rezoning from T-5.1 to T-5.2	

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)

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

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

Sponsored by : Mayor William S. Stimpson

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 property at 165 South Dearborn Street hereinafter described is 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 Timothy Finnigan for the amount of $16,900 to be returned to the Community Development Block Grant as Program Income:

165 South Dearborn Street

LOT 4 WEST CHURCH STREET COMMUNITY DEV UNIT 1 MAP 19 BLK 350 MBK 35/2 #SEC 40 T4S R1W #MP29 06 40 0 010

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

SECTION THREE: The Mayor and the 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 Warranty Deed when prepared for the property shown above.

SECTION FOUR: Said Purchase Agreement and Warranty Deed are 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 and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

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

Adopted:

_____

Lisa C. Lambert, City Clerk

AN ORDINANCE DONATING CERTAIN CITY PROPERTY TO THE CITY'S AFFORDABLE HOUSING PROGRAM AND AUTHORIZING OPTION TO LEASE THEREOF

Sponsored by : Mayor William S. Stimpson

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 eastern portion of property located at 1050 Baltimore Street hereinafter described is made available for donation and made available as program matching resources to the affordable housing program administered by the City of Mobile and that it is in the best interest of the City of Mobile and in the public interest that said property be leased to Taylor Landing, Ltd. for the purpose of an affordable housing Project:

Property Description

A portion of that certain property starting at the southeastern corner of 1050 Baltimore Street 300 feet wide and extending 723.20 feet deep, running within parallel lines on both opposite sides to form a polygon, including any potential future vacation of right of way on the east side.

Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description

Beginning at the Northeast Intersection of Baltimore Street and Oaklawn Drive in the City of Mobile, Alabama; Thence North 08°10'40" East along the East Right of Way line of Oaklawn Drive 723.20 Feet to a point on the North Right of Way Line of Kentucky Street; Thence North 81°49'20" West along the North Right of Way line of Kentucky Street and the Westward Extension thereof 350.00 Feet to a point; Thence South 08°10'40" West 723.20 Feet to a point on the North Right of Way Line of Baltimore Street; Thence South 81°49'20" East along the North Right of Way line of Baltimore Street 350.00 Feet to the point of beginning.

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

SECTION THREE: The Mayor and the 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 Ground Lease when prepared for the property shown above.

SECTION FOUR: Said Option to Lease and Ground Lease are 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 and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: The Mayor and the 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 Developer Agreement and any required Security Documents to secure such Agreement requirement when prepared for the property shown above.

SECTION SIX: The division of this property being consistent with Attorney General Opinion 1983-0327, with no intent that the remainder of the property is considered for sale and development.

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

Adopted:

_____

Lisa C. Lambert, City Clerk

CAPITAL CONTRACT SUMMARY SHEET

2025

R E S O L U T I O N

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, a contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract is on file in the office of the City Clerk.

NAME OF COMPANY:	Gaines Utility Construction Company, LLC
PROJECT NAME:	Sidewalks Along Dauphin Island Parkway Between Old Military Road and I-10
PROJECT NO:	2025-2060-05 (TAPAA-TA17(938))
AMOUNT:	$197,588.00

Adopted:

_____
City Clerk

_____
Date

Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

Federal Aid Project No. TAPAA-TA17(938)

For

The City of Mobile

January 2025

Prepared by

NEEL-SCHAFFER
Solutions you can build upon
5 Dauphin Street
Suite 200
Mobile, AL 36602
(251) 471-2000
www.neel-schaffer.com

ADDENDUM NO. 1

May 19, 2025

ALDOT Transportation Alternative Projects

Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10
Federal Aid Project No: TAPAA-TA17(938)

BID DATE: MAY 21, 2025
2:30 p.m.

1. Question: In the advertisement it states the contractor must be licensed and self-perform 30% of the work. What license is needed?
   Response: At the time of Award, the Contractor shall hold a general contractor license from the State of Alabama in an area of similar work that will be required for this project. The license shall not statutorily preclude the Contractor from performing the work as a prime contractor. The prime contractor must self-perform 30% of the work in the contract.

2. Question: If you're a DBE Prime do you still need a DBE sub?
   Response: There is not a mandatory percentage of work required for a DBE subcontractor.

3. Question: Is certified payroll needed for the project?
   Response: Yes, certified payroll will be required from not only the prime contractor but also any subcontractors who work on the project.

NOTE: A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID. ATTACH TO INSIDE OF FRONT COVER OF THE BID DOCUMENT.

Neel-Schaffer, Inc.

Shane Bergin, PE, PTOE, PTP, RSP1

BIDDER: Jermaine Gaines

BY: Jermaine Gaines

DATE: 5-20-25

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY EMAILING THE SIGNED COPY TO THE ENGINEERS OFFICE BY 2:30 P.M., TUESDAY, MAY 20, 2025 (EMAIL: shane.bergin@neel-schaffer.com)

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Labor and Materials Bond V

Performance Bond VI

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Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit, and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Project Addendums ..... Attachment E

MOBILE
ALABAMA

ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed bids will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor South Tower, until 2:30 P.M. local time, May 21, 2025 and then publicly opened and read in the Government Plaza Atrium, Ground Floor, for constructing:

Project Name:	**Sidewalk on Dauphin Island Parkway Between Old Military Rd to I-10**
Project No:	**TAPAA-TA17(938)**
Project Description:	**Sidewalk Improvements**

Plans & contract documents may be obtained from the office of ***Neel-Schaffer, Inc., 5 Dauphin Street, Suite 200, Mobile, Alabama 36602*** upon payment of $ 25.00 . This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 2:30 P.M. on May 19, 2025.

A Mandatory Pre-Bid Conference will be held at City Traffic Engineering Department, 852 Gayle Street, Mobile, Alabama, on May 14, 2025 at 2:30 P.M. Significant items related to the proposed construction will be explained. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the City of Mobile, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the City of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officier, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, Post Office Box 1827, Mobile Alabama 36633; "Bid for completion of ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)***, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES APRIL 23, APRIL 30, AND MAY 7, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. **A City of Mobile Subcontracting Plan must be submitted with the bid documents.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive calendar days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a

penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the City by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside: "Bid for completion of ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)***, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date.

The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to obtain and/or meet permitting requirements specific to a project; to complete Contracts of a similar nature; or a Bidder who is not, in the judgement of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:
It is not required that a Contractor be licensed in order to submit a bid; however, prior to award of a contract, proper proof of all applicable licensures must be provided by the Contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the Contractor, and any and all subcontractors, prior to beginning work. The Contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project; however, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, nor to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officier, director, or owner of, another person who is presently disqualified by ALDOT. Further details and deinitions regarding this provision are included in Section 102 of the Special Provision 22-LPA-001.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:
The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:
If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and to maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date May 20, 2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications as proposed by City of Mobile Engineering Department and the drawings, as prepared by ***Neel-Schaffer, Inc.***, for the City Engineer, as well as the premises and the conditions affecting the work to be performed:

Project Name:	**Sidewalks on Dauphine Island Parkway Between Old Military Rd to I-10**
Project No:	**TAPAA-TA17(938)**
Project Description:	**Sidewalk Improvements**
Major work items include:	**Concrete Sidewalks, Crosswalks, and Signal Modifications**

The Bidder further agrees to construct the improvements in **40** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to ***Neel-Schaffer, Inc., 5 Dauphin Street, Suite 200, Mobile, Alabama 36602***. In order to receive consideration, the request must be received before 2:30 PM on May 19, 2025. Any such interpretation and any supplemental instructions will be mailed or delivered to all prospective bidders.

FEDERAL AID PROJECT NO. TAPAA-TA17(938)
Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

The following items shall be constructed in accordance with the 2022 Alabama Department of Transportation Standard Specifications for Highway Construction, except as modified in this contract:

Notes:

1. The following unit prices shall include all labor, materials, equipment, rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.
3. All items shall confirm to the 2022 ALDOT Standard Specifications for Highway Construction or as amended by the Supplemental Specifications enclosed herein.

Base Bid

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
206-C1	189	Removing Concrete Sidewalk For twenty Dollars And Zero Cents per SQUARE YARD	$ 20.00	= $ 3,780.00
206-C2	78	Removing Concrete Driveway For twenty Dollars And Zero Cents per SQUARE YARD	$ 20.00	= $ 1,560.00
206-D	148	Removing Curb & Gutter For twenty Dollars And Zero Cents per LINEAR FOOT	$ 20.00	= $ 2,960.00
206-E	2	Removing Trees For one thousand eight hundred Dollars And Zero Cents per EACH	$ 1,800.00	= $ 3,600.00
210-A	210	Unclassified Excavation For twenty - two Dollars And Zero Cents per CUBIC YARD	$ 22.00	= $ 4,620.00
210-D	120	Borrow Excavation (Loose Truckbed Measure)(A-4 or Better) For twenty-four Dollars And Zero Cents per CUBIC YARD	$ 24.00	= $ 2,880.00
424-A	10	Superpave Bituminous Concrete Wearing Surface Layer, Patching, 1/2" Max Aggregate Size Mix, ESAL Range A/B For two hundred and thirty Dollars And Zero Cents per TON	$ 230.00	= $ 2,300.00
430B	10	Aggregate Surfacing (Crushed Aggregate Base, Type B) For Seventy Dollars And Zero Cents per TON	$ 70.00	= $ 700.00
600-A	1	Mobilization For five thousand Dollars And Zero Cents per LUMP SUM	$ 5,000.00	= $ 5,000.00
618-A1	610	Concrete Sidewalk, 4" Thick For sixty-eight Dollars And Zero Cents per SQUARE YARD	$ 68.00	= $ 41,480.00
618-B2	143	Concrete Sidewalk, 6" Thick (Includes Wire Mesh) For Seventy - five Dollars And Zero Cents per SQUARE YARD	$ 75.00	= $ 10,725.00
618-B	122	Concrete Driveway, 6" Thick For Seventy - five Dollars And Zero Cents per SQUARE YARD	$ 75.00	= $ 9,150.00
618-C	464	Detectable Warning Surface For forty Dollars And Zero Cents per SQUARE FOOT	$ 40.00	= $ 18,560.00

FEDERAL AID PROJECT NO. TAPAA-TA17(938)
Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
618-D	66	Curb Ramp For two hundred and thirty Dollars And zero Cents per SQUARE YARD	$ 230.00	= $ 15,180.00
620-A	2	Minor Structure Concrete For two hundred and fifty Dollars And zero Cents per CUBIC YARD	$ 250.00	= $ 500.00
623-B	87	Concrete Curb, Type A For twenty - five Dollars And zero Cents per LINEAR FOOT	$ 25.00	= $ 2,175.00
623-C	162	Combination Curb & Gutter, Type C For twenty - five Dollars And zero Cents per LINEAR FOOT	$ 25.00	= $ 4,050.00
641-R	2	3/4" Water Meter and Box Reset For four hundred Dollars And zero Cents per EACH	$ 400.00	= $ 800.00
645-K	1	Manhole Frame and Cover Reset For five hundred Dollars And zero Cents per EACH	$ 500.00	= $ 500.00
650-A	180	Topsoil For thirty - two Dollars And zero Cents per CUBIC YARD	$ 32.00	= $ 5,760.00
654-A	500	Solid Sodding (Bermuda) For seven Dollars And zero Cents per SQUARE YARD	$ 7.00	= $ 3,500.00
665-E	500	Polyethylene For four Dollars And eighty Cents per SQUARE YARD	$ 4.80	= $ 2,400.00
665-J	500	Silt Fence For four Dollars And eighty Cents per LINEAR FOOT	$ 4.80	= $ 2,400.00
665-O	500	Silt Fence Removal For three Dollars And seventy - five Cents per LINEAR FOOT	$ 3.75	= $ 1,875.00
665-Q	100	Wattle For ten Dollars And zero Cents per LINEAR FOOT	$ 10.00	= $ 1,000.00
666-A	1	Pest Control Treatment For one thousand four hundred Dollars And zero Cents per ACRE	$ 1,400.00	= $ 1,400.00
674-A	500	Construction Safety Fence For four Dollars And seventy - five Cents per LINEAR FOOT	$ 4.75	= $ 2,375.00
680-A	1	Geometric Controls For three thousand Dollars And zero Cents per LUMP SUM	$ 3,700.00	= $ 3,700.00

FEDERAL AID PROJECT NO. TAPAA-TA17(938)
Sidewalks on Dauphin Island Parkway Between Old Military Road and I-10

ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT BID
703-A	841	Traffic Contgrol Markings, Class 2, Type A For eight Dollars And zero Cents per SQUARE FOOT	$ 8.00	= $ 6,728.00
703-C	250	Removal of Existing Traffic Control Markings or Legends (Plastic) For five Dollars And zero Cents per SQUARE FOOT	$ 5.00	= $ 1,250.00
711-A	1	Roadway Sign Relocation For four hundred Dollars And zero Cents per LUMP SUM	$ 400.00	= $ 400.00
730-C	1	Traffic Control Unit (Dauphin Island Parkway at Old Military Road) For five thousand Dollars And zero Cents per LUMP SUM	$ 5,000.00	= $ 5,000.00
730-K	2	Traffic Signal Junction Box For one thousand five hundred Dollars And zero Cents per EACH	$ 1,500.00	= $ 3,000.00
730-L	50	2" Non-Metallic, Conduit For fifteen Dollars And zero Cents per LINEAR FOOT	$ 15.00	= $ 750.00
730-Y	1	Furnishing and Installing Pedestal Pole and Foundation w/LED Pedestrian Signal Head For four thousand three hundred Dollars And zero Cents per LUMP SUM	$ 4,300.00	= $ 4,300.00
740-B	340	Construction Signs For ten Dollars And fifty Cents per SQUARE FOOT	$ 10.50	= $ 3,570.00
740-D	100	Channelizing Drums For seventy - one Dollars And twenty Cents per EACH	$ 71.20	= $ 7,120.00
740-E	100	Cones (36 Inches High) For twenty - one Dollars And forty Cents per EACH	$ 21.40	= $ 2,140.00
741C	2	Portable Sequential Arrow and Chevron Sign Unit For one thousand two hundred Dollars And zero Cents per EACH	$ 1,200.00	= $ 2,400.00
756-A	150	6" Electrical Conduit, 1 Line, Type 5 Installation For forty Dollars And zero Cents per LINEAR FOOT	$ 40.00	= $ 6,000.00

TOTAL BASE BID = $

$ 197,588.00

TOTAL PROJECT BID

Total (All Items Listed in Proposal) $197,588.00

Written in words One hundred ninety-seven thousand Five hundred eighty-eight dollars and zero cents

Number of working days to complete project 40 Base Bid

Signature of Bidder Jermaine Gaines
(If a firm or individual)

Address of Bidder 712 Lakeside Dr Mobile, AL 36693

By Jermaine Gaines

Signature of Bidder _____
(If a Corporation)

By _____
President

Business Address _____

_____
Secretary

Business Address _____

_____
Treasurer

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Jacquita Peoples
Secretary

58048
State License Number

Corporate Seal

FEDERAL-AID FUNDED PROJECTS

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1.) Withholding monthly progress payments;
(2.) Assessing sanctions; and/or
(3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of $10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

The undersigned agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be null and void.

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26,"Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for HighwayConstruction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum $50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed $50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS /✓/ HAS NOT /_____/

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

Jermaine Gaines
(Partnership, Joint Venture, Corporation or Individual)

By: Jermaine Gaines
(Signature of Officer or Individual, as applicable)

By: _____
IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

The foregoing certifications are sworn to and subscribed before me on this

20th day of May, 2025.

Jaquita Peoples
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

JAQUITA PEOPLES
MY COMMISSION EXPIRES
NOTARY PUBLIC
08-15-2028
ALABAMA STATE AT LARGE

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Gaines Utility Construction Company, LLC
(Name of Contractor)
712 Lakeside Drive, Mobile, AL 36693
(Address)
as Principal, and Capitol Indemnity Corporation
(Name of Surety)
1600 Aspen Commons, Middleton, WI 53562
(Address)
as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)***.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered 05/21/2025 (Date)
Gaines Utility Construction Company, LLC
(Contracting Firm)
Witness as to Principal By: _____ (SEAL)
Capitol Indemnity Corporation (Name of Surety)
COUNTERSIGNED: _____
Alabama Resident Agent By B. Doyle Campbell, Attorney-in-Fact & Alabama Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1959923
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------B. DOYLE CAMPBELL----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

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

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

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION,** a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of May, 20 25.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

Bond No. CIC1964738

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Gaines Utility Construction Company, LLC

_____ as Principal and Capitol Indemnity Corporation

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Hundred Ninety Seven Thousand Five Hundred Eighty Eight and 00/100*** Dollars ($ $197,588.00***) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2025 (hereinafter called the Contract) for ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)*** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under 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 preceding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____,2025

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

Gaines Utility Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ITS: Owner
(Title)

ATTEST:

_____
(Signature)

ITS: _____

Capitol Indemnity Corporation
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ITS: B. Doyle Campbell, Attorney-in-Fact
(Title) & Alabama Resident Agent

ATTEST:

_____
(Signature)

ITS: Witness
(Title)

Corporate Seal

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1964738
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------B. DOYLE CAMPBELL; TRACY VANCLEAVE----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

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

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

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this_____ day of_____, 20_____.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Gaines Utility Construction Company, LLC

712 Lakeside Drive, Mobile, AL 36693
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Capitol Indemnity Corporation

1600 Aspen Commons, Middleton, WI 53562
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Hundred Ninety Seven Thousand Five Hundred Eighty Eight and 00/100*** dollars ($ $197,588.00***), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2025 entered into a Contract with the Owner for ***Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10***, Federal Aid Project No. ***TAPAA-TA17(938)*** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2025

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

Gaines Utility Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ITS: Owner
(Title)

ATTEST:

_____
(Signature)

ITS: _____

Capitol Indemnity Corporation
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ITS: B. Doyle Campbell, Attorney-in-Fact
(Title) & Alabama Resident Agent

ATTEST:

_____
(Signature)

ITS: Witness
(Title)

Corporate Seal

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1964738
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------B. DOYLE CAMPBELL; TRACY VANCLEAVE----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

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

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

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this _____ day of _____, 20_____.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the Contractor's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further municipal contracts.

5. Contractor will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. 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.

2. 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 Contractor.

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.

3. 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.

4. 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.

5. 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).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. 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.

d. 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.

e. 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. A sample Certificate of Liability Insurance form,including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City

Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection and safety of the work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation.

    Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction,

requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to**

provide necessary documentation explaining such experience before permission to accomplish work is granted.

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. OMITTED.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing

landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. OMITTED.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. OMITTED.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 424A Superpave Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

This AGREEMENT ("Agreement" is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and Gaines Utility Construction Company LLC, (hereinafter referred to as "Contractor"), an Alabama limited liability company with its principal office at 712 Lakeside Dr Mobile, AL 36693.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name:	**Sidewalks on Dauphin Island Parkway Between Old Military Rd and I-10**
Project No:	**TAPAA-TA17(938)**
Project Description:	**Sidewalk Improvments**
Major work items include:	**Concrete Sidewalk, Crosswalks, & Signal Modifications**

Federal Aid Project Number **TAPAA-TA17(938)**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 197,588.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

ALDOT:
(2) Wherever the word "ALDOT" is used, it shall refer to the Alabama Department of Transportation.

CITY:
(3) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:
(4) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:
(5) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an

acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(6) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(7) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the CITY TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **NEEL-SCHAFFER, INC.**

LOCAL PUBLIC AGENCY (LPA):

(9) Whenever the acronym "LPA" is used, it shall refer to the City of Mobile, who is the Local Public Agency.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(10) The CITY TRAFFIC ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY TRAFFIC ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(11) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(12) Both parties to this contract hereby agree that the CITY TRAFFIC ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY TRAFFIC ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(13) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of 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, a copy of which is on file in the office of the CITY TRAFFIC ENGINEER.

WAGE SCALE:

(14) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(15) The CITY TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY TRAFFIC ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(16) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY TRAFFIC ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(17) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(18) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY TRAFFIC ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(19) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may

be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(20) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(21) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(22) If, in the opinion of the CITY TRAFFIC ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY TRAFFIC ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY TRAFFIC ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(23) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(24) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld.

FINAL ESTIMATE:

(25) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(27) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

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

NONDISCRIMINATION CLAUSE:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the Contractor by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____
CITY CLERK

WITNESSES:

_____

CITY OF MOBILE

BY: _____
ITS MAYOR

CONTRACTOR:

Jeanne Gaines
_____
AN INDIVIDUAL

_____
CONTRACTOR: (IF CORPORATION)

BY: _____
ITS PRESIDENT

ATTEST:

_____
ITS SECRETARY

CORPORATE SEAL

_____
DATE

State of Alabama }
County of Mobile }

I, Jaquita Peoples the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Jeanne Gaines, whose name as Owner of GLCC, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such Owner, and with full authority, executed the same voluntarily for and as the act of said limited liability company.
Given under my hand and official seal this 30th day of July, 2025.

Jaquita Peoples
_____
Notary Public, State of Alabama

Print Jaquita Peoples

My commission expires: 08/15/2028

JAQUITA PEOPLES
MY COMMISSION EXPIRES
NOTARY PUBLIC
08-15-2028
ALABAMA STATE AT LARGE

(Seal)

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of $10,000.

Project Number: TAPAA-TA17(938)

County: Mobile

Contractor: Gaines Utility Construction Company, LLC

Mailing Address: 772 Lakeside Dr Mobile AL 36693
Street City State Zip

Telephone Number: 251 307-2407
A.C.

Employer Identification Number: 822550320

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: $ 197,588.00

Estimated Starting Date: 9-1-25 Estimated Completion Date: 10-17-25

Signed: Jennifer Gaines Date: 7-29-25
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

13- Affirmative Action To Ensure Equal Employment Opportunity

ITEM X

SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

    The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

    No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION (A-2-4 OR BETTER)*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMITTED

6. OMITTED

7. *SECTION 620, PAY ITEM 620-A MINOR STRUCTURE CONCRETE, SUB-SECTION 620.05 BASIS OF PAYMENT* SHALL BE **MODIFIED** AS FOLLOWS:

Delete the following portion from the first sentence of the paragraph:

"except reinforcing steel."

Replace it with the following:

"including reinforcing steel."

8. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A *SOLID SODDING*:

654A

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

10. OMIT

11. OMITTED

SPECIAL PROVISIONS
PROJECT No. TAPAA-TA17(938)
THE CITY OF MOBILE
MOBILE, ALABAMA

The following Special Provisions are supplementary requirements and amendments to the 2022 Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first three Special Provisions listed below shall take precedence over the remaining Special Provisions.

S.P. CODE	SPECIAL PROVISION
FHWA-1273	Form FHWA-1273-Revised October 23, 2023
22-LPA-001	General Provisions for Projects let by LPA (with prequalification)
22-LPA-002	Acceptance for Projects let by LPA
22-WR0049(4)	Davis Bacon Wage Rates
22-FH0002	Title VI Assurance
22-FH0003	Non-Discrimination Statues and Authorities
22-FH0004	Special Training Responsibilities of Equal Employment Opportunity Requirements
22-FH0005	Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity
22-GA0008	Asphalt Pavement
22-GA0010(2)	Work Performed and Progress Based Pay Items
22-GA0011	Oversize/Overweight Permit
22-GA0013	Roadway Signs
22-GA0015	Moving and Covering Traffic Control Signs
22-GA0016	Traffic Signal
22-GA0027	Cement
22-GA0028	Build America Buy America
22-GA0036	Contractor's Advertisement of Completion
22-LD0001	Liquidated Damages

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a **wage determination may contain, pursuant to § 1.3(f), wage** and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in **§ 5.28, that the applicable standards of the Davis**-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that **is held by the same prime contractor (as defined in § 5.2). The** necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of **any of the applicable statutes referenced by § 5.1, available for** inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be **grounds for debarment action pursuant to § 5.12. In addition,** any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) **or § 5.12(a).**

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) **or § 5.12(a).**

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same **prime contractor (as defined in § 5.2). The** necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022 Special Provision No. 22-LPA-001

EFFECTIVE DATE: January 1, 2022

SUBJECT: General Provisions for Projects let by LPA (with prequalification)

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTIONS 101, 102, 103, 107, 109 and 110 as follows:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions

This Article (101.01) shall be amended to include the following Subarticle:

(d) LOCAL PUBLIC AGENCY

This project is being advertised, let to contract, and administered by a Local Public Agency (henceforth referred to as LPA). The LPA is the awarding authority for the contract. The work shall be under the supervision of the LPA, but subject to the inspection and approval of the proper officials of the Alabama Department of Transportation (ALDOT). Such inspection shall in no sense make ALDOT a party to this contract and will in no way interfere with the rights of the Contractor or the LPA.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the LPA for this project, except in any references made to ALDOT qualification procedures (including prequalification, disqualification, requalification), or to the LPA consulting or interacting with ALDOT, etc. All references made in the standard specifications and in other related and included documents of this proposal, to any of the representatives, employees, officials, bureaus, committees, laboratories and other facilities, physical address and contact information, etc. of ALDOT, the "State", the "Department" or "Highway Department", etc. shall be understood to mean the appropriate and applicable ALDOT or non-ALDOT person(s), parties, facilities, physical address and contact information, etc. as determined (in consultation with ALDOT personnel) and designated by the LPA for this project.

All references made in the standard specifications and in other related and included documents of this proposal, to ALDOT or State of Alabama Highway Department manuals, lists, forms, procedures, and other TECHNICAL publications and documents (including electronic and websites), shall remain intact and in full effect for this project unless otherwise indicated in the plans and proposal.

The term "owner", as used in this proposal and its related and included documents, shall be understood to mean the LPA for this project, except in those cases where it is clear that the term "owner" is used in reference to a party other than the LPA.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

102.02 Qualification of Bidders.

This Article shall be amended by deleting Article 102.02(a) as written and the following substituted in lieu thereof:

(a) PREQUALIFICATION.

Consultants/contractors must be prequalified by ALDOT for project awards in excess of $1,000,000. Project awards less than $1,000,000.00 will not require ALDOT prequalification. For project awards in excess of $1,000,000.00, proposal forms will only be issed to prospective bidders who have qualified with the Alabama Department of Transportation and have a valid ALDOT certification of qualification. Said certification shall be the same as that which would, by State law, be required prior to bid if the project were being let to contract by ALDOT. The contract will not be awarded to a bidder who does not have such a certification in effect with ALDOT at the time of the award, even if a proposal form was issued to that bidder. All applicants for qualification shall submit to ALDOT's Office Engineer Bureau, under Oath, a complete confidential statement, equipment questionnaire, and experience questionnaire on forms that will be furnished by ALDOT upon request. To ensure sufficient time for consideration, the applicant shall properly complete and submit the forms at least 14 calendar days prior to the date of opening bids on which the applicant desires to submit proposals. Forms received at a later date, so long as they are received prior to the date and time set for the opening of the bids, will be considered whenever practicable.

If the applicant is a corporation organized in a State other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama. A corporation from another State can be issued a certificate valid for award of contracts only on projects involving Federal participation, without the certificate from the Secretary of State.

A prospective bidder will not be prequalified who has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of another person which is presently disqualified by ALDOT. A prospective bidder will also not be prequalified who is an affiliate of a person that is presently disqualified by ALDOT.

For the purposes of this Section, the following definitions shall apply:

- an affiliate shall be defined as any person that controls, is controlled by, or is under common control with another person.
- a person shall be defined as an individual, a corporation, a partnership, an association, a joint stock company, a trust, or any unincorporated organization.
- control shall be defined as the ownership, directly or indirectly, of 10% or more of the voting securities of a person or if the person is not a corporation, an ownership interest, directly or indirectly of 10% or more of the person.

This Article shall be further amended by deleting the first sentence of Subarticle (b) through the colon (":") as written and the following substituted in lieu thereof:

(b) DISQUALIFICATION.

ALDOT will have the right to disqualify a prospective bidder and prohibit the issuance of a proposal and/or award of a contract to that bidder, the LPA will have the right to refuse to award a contract to a bidder (even if a proposal form was issued to the bidder), and ALDOT and the LPA may each elect to consider a contractor to be disqualified from bidding on this or any

future contracts with their respective agencies, for any of the following reasons related to this or any other projects with ALDOT or this LPA:

102.03 Contents of Proposal Form.

This Article shall be amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) ADDENDA.

Minor changes, corrections, additions, and deletions to the proposal package may be put into effect by the LPA, in the form of Addenda. Prospective bidders to whom bid documents have been distributed prior to the release of respective Addenda will be notified of the Addenda by documented hand-delivery, certified or express type mail, facsimile, telegram, or other electronic media. Bidders shall acknowledge receipt of all Addenda, in writing, in the space so designated in the proposal.

102.06 Preparation of Proposal.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) PROPOSAL FORM.

The bidder's proposal must be submitted on the complete original proposal form furnished him by the LPA. Proposal forms are numbered serially and are not transferable. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) DETAILS.

On the "CONTRACT SCHEDULE" included in the proposal form the bidder shall enter in figures a unit price and the extended amount bid (unit price X quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. In all prices and amounts entered on the proposal form, the respective figures for dollars and cents shall be clearly separated by a single decimal. If the bidder desires to bid a fraction of a cent for the unit price, he can do so by entering up to four figures to the right of a decimal. On "lump sum" items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item "free", then he shall enter "0.00" in the unit price column (if applicable) and "0.00" in the amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form.

Except as provided for in the following paragraph, where the "CONTRACT SCHEDULE" included in the proposal form lists alternate designs or packages (designated as "Alternates"), the bidder shall enter prices on Alternate-related items only for the Alternate which will be most economical for him to construct. All items not designated for a specific Alternate are common items for all Alternates. The bidder shall enter prices for all such common items, as well as for any items relating to the specific Alternate being bid. In the event that the bidder enters prices

for more than one of the listed Alternates (except as provided for in the paragraph below), then the bid shall be considered to be based upon the lowest-priced Alternate.

If the CONTRACT SCHEDULE lists any Alternates as "Cumulative Alternates", then each Cumulative Alternate represents items which the owner may choose to include in the contract in addition to the items included in the "Base Bid". Prior to the award of the contract, the selection of any Cumulative Alternates to be included in the contract will be made by the LPA. The selection of Cumulative Alternates (or "Base Bid" with no Cumulative Alternates) will be made cumulatively in the order that they appear on the proposal form, from Base Bid to last Cumulative Alternate, skipping no Cumulative Alternates between the Base Bid and the last chosen Cumulative Alternate. The bidder shall enter prices on ALL Cumulative Alternates. Cumulative Alternates must be bid as a positive or zero ("$0.00") amount. No deductive Cumulative Alternates will be considered. If a negative amount is entered for a Cumulative Alternate, it will be considered as a zero additive. The low bidder and contract amount will be determined based upon the total amount bid for the Base Bid plus the additive amounts bid for any selected Cumulative Alternates.

If any item on the proposal form permits a choice between alternate specified types of materials, the bidder shall indicate by a check mark the type of material he proposes to use. If more than one type or none is checked, then the owner will make the selection. Permitted choices between alternate types of materials represent an option made available to the bidder for his convenience and economy in bidding a required item, and are not to be confused with formally designated "Alternates" or "Cumulative Alternates", as discussed in the preceding two paragraphs.

All figures shall be legibly shown in ink or typed. Any interlineation, erasure, or other alteration of a figure shall be initialed by the signer of the proposal. The LPA will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

A pay item may be shown with a maximum allowable amount for the bid. The bidder shall enter an amount for the bid that is equal or less than the maximum allowable amount. If the bid entered is greater than the maximum allowable amount, the LPA will adjust the bid price to the maximum allowable amount for that item and recalculate the total bid amount.

A pay item may be shown with a minimum required amount for the bid. The bidder shall enter an amount for the bid that is equal to or greater than the minimum required amount. If the bid entered is less than the minimum required amount, the LPA will adjust the bid price to the minimum required amount for that item and recalculate the total bid amount.

This Article shall be further amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) SIGNING.

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the LPA. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

This Article shall be further amended by deleting Subarticle (e), COMPUTER BIDDING, in its entirety.

102.07 Irregular Proposals.

This Article shall be amended by deleting the Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

Proposals will be considered irregular and may be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an Alternate, the Alternate being bid by the Contractor, or on a Cumulative Alternate), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Proposals may be rejected at any time prior to the execution of the contract by the LPA.

Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project. Evidence that any bidder is interested, as a principal, in more than one proposal for work contemplated (for example bidding in a partnership, as a joint partnership or association, and as a partnership, association, or individuals) will cause the rejection of any such proposal. A bidder, however, may submit a proposal as a principal and as a Subcontractor to some other principal, or may submit a proposal as a Subcontractor to as many other principals as he desires, and by doing so will not be liable to disqualification in the intent of these Specifications.

102.08 Combination Bids.

This Article shall be amended by deleting Item 6 under Subarticle (a) as written and the following substituted in lieu thereof:

(a) COMBINATION BIDDING.

6. SUBMITTAL OF WRITTEN STATEMENT OF NOTIFICATION OF COMBINATION BID.

The bidder shall notify the LPA in writing of a bid that is being submitted as a combination bid. In order for a bid to be evaluated as a combination bid, prior to the opening of bids, the written notification must be enclosed in the sealed bid package envelopes of each bid that is being combined in a combination bid. Alternatively, it may also be transmitted to the awarding authority by facsimile. The Contractor shall be responsible for verifying that the facsimile has been received by the LPA prior to the opening of bids. The letter of notification of a combination bid shall:

- be addressed to the same LPA official as the proposal;
- describe the type of combination bid ("All or None", "Reduction in Unit Price", etc.);
- be dated no later than the date set for bid opening;
- be written on the bidder's letterhead;
- be signed by a person authorized to sign contracts for the bidder;
- contain a list of the project numbers included in the proposed combination bid.

This Article shall be further amended by deleting Subarticle (b) as written and the following substituted in lieu thereof:

(b) PROJECT LET BY LPA.

Combination bids will not be accepted on any project or projects let by a LPA unless it is in combination with, and only with, other project(s) being let at the same time (bids due at the same exact time) by the same LPA.

102.10 Delivery of Proposals.

This Article shall be amended by deleting Article 102.10 as written and the following substituted in lieu thereof:

Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Highway Work" or "Bid Proposal", and so marked as to indicate the project number, the name of the LPA (city, county, university, etc.), the town or city in which the work is located or, if not in a town or city, the name of the county in which the work is located, and the name of the bidder. Proposals will be received by the LPA at the location stated in the Notice to Contractors, until the hour and date set therein for the opening of bids. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned.

102.11 Withdrawal or Revision of Proposals.

This Article shall be amended by deleting Article 102.11 as written and the following substituted in lieu thereof:

A bidder may withdraw or revise a proposal after it has been deposited with the LPA, provided the request for such is received by the LPA in writing, or by facsimile or telegram before the time set for opening proposals. The request must bear the same signature(s) which the bidder has affixed to the proposal. No proposal may be modified or corrected after the time set for opening such proposals.

Withdrawal of proposals after bid opening will be permitted without forfeiture of bid guaranty only as provided for by, and when evidence of a mistake is furnished in accordance with, Section 39-2-11(d), Code of Alabama, 1975. Such evidence of mistake must be furnished no later than three working days after the opening of bids. Upon such withdrawal without forfeiture, the bidder shall be prohibited from (1) doing any work on the contract, either as a subcontractor or in any other capacity, and (2) bidding on the same project if it is readvertised for letting.

102.13 Multiple Bids.

This Article (102.13) shall be deleted in its entirety.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract.

This Article shall be amended by deleting Subarticle (a) as written and the following substituted in lieu thereof:

(a) GENERAL.

The award of contract, if to be awarded, will be made within 30 calendar days after opening of proposals to the lowest responsible and responsive bidder whose proposals comply with the requirements of Section 102 and the invitation to bid (Notice to Contractors). Should no award by made within 30 days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by telegram, confirmed facsimile, or letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

After the opening of bids, the award of the contract to the low bidder will be contingent upon said low bidder's possession of a valid certification of qualification in accordance with Article 102.02. On work involving Federal funds, the award of the contract to the low bidder will also be contingent upon said low bidder obtaining a license from the State Licensing Board for General Contractors in accordance with the existing State laws.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.21 Stormwater Management.

This Article shall be amended by deleting Subarticle (c) as written and the following substituted in lieu thereof:

(c) NPDES NOTICE OF INTENT.

A "Notice of Intent" (NOI) is an application filed with ADEM requesting NPDES registration. If an NOI has been filed or is required for the project site, the LPA will be the OWNER of record with ADEM for the NOI. The Contractor shall be the OPERATOR and shall comply with all requirements of the NOI.

A Project Note will be shown on the plans to indicate whether or not an NOI has been filed with ADEM for the project. If an NOI has been filed, the note may also provide information regarding the availability of a Construction Best Management Practices Plan (CBMPP) for the project. If an NOI has not been filed, the note may further indicate that the Contractor is required to file an NOI at his own expense.

The Contractor shall be responsible for filing all NOI's required by ADEM on all material pits, waste areas, plant sites, haul roads, and other off-site areas used by him to construct the project. For each area requiring an NOI to be filed, a copy of written acknowledgement from ADEM verifying that a complete NOI has been filed shall be forwarded to the LPA before ground is disturbed in that area.

SECTION 109
MEASUREMENT AND PAYMENT

109.12 Final Payment

This Article shall be amended by deleting the last sentence of Subarticle (c) as written and the following substituted in lieu thereof:

(c) FINAL ESTIMATE DOCUMENTATION.

Failure by the Contractor to furnish any of the above documentation may be cause for either or both, the owner and/or ALDOT, to consider the Contractor to be disqualified from future bidding and contract awards, as per Article 102.02.

SECTION 110
CLAIMS

110.04 Claims Process.

This Article shall be amended by deleting Article 110.04 as written and the following substituted in lieu thereof:

(a) GENERAL.

After the work has been completed on the disputed item(s) of work, the Contractor shall have 90 calendar days to submit his claim. Any claim not submitted within this 90 calendar day period is waived. The Contractor shall submit six copies of the claim, containing the required documentation listed in Article 110.03, to the LPA. Once the claim is received, the LPA will review the claim submittal in accordance with its local policies and procedures.

(b) PARTICIPATION AND REVIEW BY ALDOT.

If the LPA desires for ALDOT to participate in the possible funding of the Contractor's claim, provided the claim is determined to be valid and funding is available, the LPA shall notify ALDOT of the Contractor's notice of intent to file a claim, and any meetings, hearings, etc. In addition, the LPA shall provide a copy of the Contractor's claim when it is submitted, and then the LPA's written response based on their review. Failure of the LPA to notify ALDOT of the notice of intent and any associated meetings and submittals shall constitute a waiver by the LPA for any possible funding by ALDOT.

The claim and the LPA's response will be reviewed by the Region Engineer within 30 calendar days after the LPA has submitted it to the administering Region. The Region Engineer will review the claim and prepare a recommendation for ALDOT's level of funding participation. The Region Engineer's recommendation will be reviewed by the chairman of ALDOT's Claims Committee, and a response provided back to the Region within 30 calendar days. The review and response by the Region Engineer and chairman of the Claims Committee in the amount of ALDOT funding for the claim shall be final, non-appealable and not subject to judicial or other review. Their decision is binding with the LPA.

Even if the claim is determined to be valid, ALDOT's level of funding will be based on the amount of monies remaining in the project agreement with the LPA.

110.06 Auditing of Claims.

This Article shall be amended by deleting the first paragraph and the following substituted in lieu thereof:

All claims submitted by the LPA to ALDOT shall be subject to audit by the Department's External Auditor at any time following the filing of such claim. The audit may begin on ten day's notice to the LPA, Contractor, Subcontractor, or Supplier. The LPA, Contractor, Subcontractor, or Supplier shall cooperate with the auditors. Failure of the LPA, Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the

claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 30, 2023 Special Provision No. 22-LPA-002(2)

EFFECTIVE DATE: September 5, 2023

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.

1. GENERAL.

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will requests NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of four successive weeks in some newspaper in general circulation published within the county in which the project is located. Final settlement with the contractor will not be made prior to the expiration of 30 days after the completion of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of 30 days. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the LPA, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In cases where contractors are performing contracts of less than fifty thousand dollars ($50,000) in amount, the governing body of the LPA shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the LPA and shall post notice of final completion on the LPA's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor will not be made prior to the expiration of one entire week after the posting of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of one week.

"General Decision Number: AL20240164 01/05/2024

Superseded General Decision Number: AL20230164

State: Alabama

Construction Type: Highway

County: Mobile County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

-----(THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT)-----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

ELEC0505-001 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 28.55	3%+8.86

SUAL2019-043 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.20 **	0.00
FORM WORKER	$ 10.00 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 19.82	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55 **	0.00

IRONWORKER, REINFORCING	$ 17.70		0.00
IRONWORKER, STRUCTURAL	$ 22.40		0.00
LABORER GRADE CHECKER	$ 14.08	**	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22	**	0.00
LABORER: Common or General	$ 12.41	**	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.20	**	0.00
LABORER: Pipelayer	$ 15.98	**	0.00
LABORER: Erosion Control	$ 10.17	**	0.00
OPERATOR: Asphalt Spreader	$ 16.31	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.10		0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.88	**	0.00
OPERATOR: Broom/Sweeper	$ 13.38	**	0.00
OPERATOR: Bulldozer	$ 18.82		0.00
OPERATOR: Crane	$ 25.82		0.00
OPERATOR: Drill	$ 26.73		11.25
OPERATOR: Grader/Blade	$ 17.98		0.00
OPERATOR: Loader	$ 17.45		0.00
OPERATOR: Material Transfer Vehicle	$ 16.60	**	0.00
OPERATOR: Mechanic	$ 19.16		0.00
OPERATOR: Milling Machine	$ 15.79	**	0.00
OPERATOR: Oiler	$ 16.83	**	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 15.54	**	0.00
OPERATOR: Roller	$ 15.87	**	0.00
OPERATOR: Scraper	$ 13.30	**	0.00
PAINTER (Brush and Roller)	$ 15.97	**	1.27
TRAFFIC CONTROL: Flagger	$ 14.00	**	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 14.58	**	0.00
TRUCK DRIVER: Dump Truck	$ 16.04	**	0.00
TRUCK DRIVER: Flatbed Truck	$ 15.00	**	0.00
TRUCK DRIVER: Lowboy Truck	$ 16.79	**	0.00
TRUCK DRIVER: Pickup Truck	$ 15.05	**	0.00
TRUCK DRIVER: Semi-Trailer Truck	$ 15.56	**	0.00
TRUCK DRIVER: Water Truck	$ 13.50	**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1,2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporating of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017 Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0004

EFFECTIVE DATE: January 1, 2022

SUBJECT: Special Training Responsibilities of Equal Employment Opportunity Requirements

Alabama Standard Specifications, 2022 Edition, are hereby amended to include the following:

This Training Special Provision is an implementation of 23 USC 140(a).

As part of the contractor's equal opportunity affirmative action program training shall be provided as follows:

> The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of trainee hours under this contract will be as indicated in the bidding proposal and on the plans. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainee hours are to be subcontracted, provided, however, that the contractor shall retain the primary provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Alabama Department of Transportation for approval the number of trainees to be trained in each selected classification and training to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuant thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc. where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Division Office, FHWA.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The contractor will be reimbursed 80 cents per hour of training given an employee on this contract is in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Department of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PAYMENT WILL BE MADE UNDER ITEM NUMBER:

999-000 Trainee Hours at 80 Cents Per Hour

Payment of $0.80 per hour will be made to the contractor for each hour of training completed on this project by a trainee. Progress payments on monthly estimates at $0.80 per hour for each trainee hour will be permitted, if requested by contractor.

The definition of contract item (Pay Item) as set forth in Article 101.01 of the standard specifications will not apply to this Special Provision.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 14, 2017 Special Provision No. 22-FH0005

EFFECTIVE DATE: January 1, 2022

SUBJECT: Required Contract Provision for all Federal Aid Projects for Equal Employment Opportunity

Alabama Standard Specification, 2022 Edition, are hereby amended to include the following:

In compliance with Executive Order 11246, the following Standard Federal Equal Opportunity Construction Contract Specifications shall apply:

General Requirements
(41 CPR 60-4.3)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return. U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are as shown on Attachment No. 1. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meets its obligations.
    e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs, relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their co-operation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a

year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CPR Part 60-3.

l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors, adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is

employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contract may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Hometown Plans
(41 CFR 60-4.5)

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables. If a Contractor is not participating in an approved Hometown Plan, it shall comply with the Specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the Notice required by 41 CFR 4.2 with regard to that trade. For the purposes of this part 60-4, the contractor is not participating in a Hometown Plan for a particular trade if it:
   (1) Ceases to be signatory to a Hometown Plan covering that trade;
   (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
   (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Solicitations
(41 CPR 60-4.2)

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CPR-4.2 (a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as shown on Attachment No. 1.
   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally-involved and nonfederally involved construction.
   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CPR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is that shown on Attachment No. 1.

Show Cause Notice
(41 CFR 60-4.8)

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in (i) - (iv) of 41 CPR 60-2.2 (c)(1) - If the Contractor does not show good cause within 30 days, or, in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make-up goals and timetables, back pay, and seniority relief for affected class members, the compliance agency shall follow the procedure in 41 CFR 60-1.26(b) : Provided that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

Attachment No. 1

Goals & Timetables
(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE

Area Covered – Statewide

Timetable	Trade	Goals %
Until Further Notice	All	6.9%

MINORITY

Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties

Timetable	Trade	Goals %
Until Further Notice	All	24.9%

Area Covered –Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

Timetable	Trade	Goals %
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

Timetable	Trade	Goals %
Until Further Notice	All	20.6%

Area Covered – Russell County

Timetable	Trade	Goals %
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

Timetable	Trade	Goals %
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

Timetable	Trade	Goals %
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

Timetable	Trade	Goals %
Until Further Notice	All	26.4%

Area Covered – Calhoun County

Timetable	Trade	Goals %
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

Timetable	Trade	Goals %
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

Timetable	Trade	Goals %
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

Timetable	Trade	Goals %
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

Timetable	Trade	Goals %
Until Further Notice	All	11.9%

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: September 8, 2022 GASP No. 22-GA0008

EFFECTIVE DATE: May 1, 2023

SUBJECT: Asphalt Pavement

Alabama Standard Specifications, 2022 Edition, SECTION 106, SECTION 401, SECTION 410, SECTION 420, SECTION 423, SECTION 424, and SECTION 804 shall be revised as follows:

SECTION 106
CONTROL OF MATERIALS

106.09 Quality Control and Quality Assurance (QC/QA) Requirements for Hot Mix Asphalt (HMA) Pavement.

(b) Quality control.

The following note shall be added after Table I and will apply to all types of asphalt mixes.

Note: For asphalt paving jobs that are 1000 feet or less in length, such as those at bridge or culvert replacements, the Contractor, as part of his QC plan, shall establish a rolling pattern using the nondestructive testing devices approved in Section 306 of the Specifications. The device shall either be calibrated to roadway cores or gage counts and shall be used to determine the rolling pattern producing maximum density. Contractor QC personnel shall be on site throughout each day to perform periodic checks and verify that the rolling pattern continually produces the maximum density that is achievable.

(c) Quality Assurance.

4. Testing and Lot Verification.

Item 106.09(c)4 shall be replaced by the following:

4. Testing and Lot Verification.

Air voids shall be computed on the Contractor's sample by using the running average of the Contractor's last four maximum specific gravities and the individual bulk specific gravity. If slag is used as an aggregate in the mixture, the running average of the Contractor's four most recent determinations for the bulk specific gravity of the compacted mixture shall be used in the computation of the air voids for the Contractor's sample. The calculation of the running averages of both maximum specific gravity and bulk specific gravity shall start with the first LOT. The test strip is independent of the LOTs. Air voids shall be computed on the Department's sample by using the Department's individual maximum specific gravity and individual bulk specific gravity. The Department and the Contractor shall compare test results with each other for the above mentioned testing increments. If there are no differences or if the differences are within the tolerances listed in Tables V or VI, Section 410, for each parameter, no further testing and analysis will be necessary and the Contractor's test values will be used in the computation of the appropriate LOT pay factor.

If the Contractor's air voids do not compare with the Department's test results, the Contractor shall re-compute test results using the individual maximum specific gravity and the individual bulk specific gravity for that particular testing increment and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual maximum

specific gravities and the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four maximum specific gravities and the last four maximum specific gravities and individual bulk specific gravities will be used to compute air voids for pay factor determination.

Also, if the Contractor's air voids do not compare with the Department's test results, and the Contractor is using slag as an aggregate, the Contractor shall re-compute test results using the individual bulk specific gravity for that particular testing increment and the running average of the Contractor's last four maximum specific gravities and re-compare with the verification test result. If the results compare within the tolerances in Table V, Section 410, using the individual bulk specific gravity, no further testing will be required and the Contractor's running average of the last four bulk specific gravities and the last four maximum specific gravities will be used to compute air voids for pay factor determination.

If the results of the Department's verification test and the Contractor's test do not compare within the tolerances in Tables V or VI, Section 410, but yield the same pay factor for the LOT when the Department's result is substituted for the Contractor's result, no further testing will be required. Where the Contractor's test results and the Department's test results do not compare and cannot be resolved by the above mentioned methods but the pay factor dispute is between 1.00 and 1.02 the Contractor may elect to accept the 1.00 pay factor and waive referee testing.

When differences between test results of the verification samples are not within the tolerances listed in Tables V or VI, Section 410, and cannot be resolved by the above mentioned methods, referee testing will be required.

All referee samples will be tested by the Bureau of Materials and Tests, Central Laboratory, 3704 Fairground Road, Montgomery, AL 36110. The Bureau of Materials and Tests Central Laboratory is an AASHTO accredited laboratory (see AASHTO R 18, Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

5. Referee Testing

a. Laboratory:

Subitem 106.09(c)5a shall be replaced by the following:

a. Laboratory:

All testing increments of the referee samples for the entire LOT shall be tested in the Bureau of Materials and Tests Hot Mix Laboratory for the pay factor parameter(s) (liquid asphalt binder content, laboratory compacted air voids, or gradation) in question. The Contractor's results (using the individual air voids, individual bulk specific gravities and running average of maximum specific gravities) will be compared to the Bureau of Materials and Tests results (using Materials and Tests individual bulk and maximum specific gravities) for each testing increment in the LOT. When the Contractor's results and the Bureau of Materials and Tests results are within the tolerances listed in Tables V or VI, Section 410, the Contractor's results will be used. When the Contractor's results are not within the tolerances listed in Tables V or VI, Section 410, the Bureau of Materials and Tests Central Laboratory results will be used for final pay factors. The Bureau of Materials and Tests Central Laboratory will record the Contractor's field results and the Central Laboratory's results of the parameter(s) in question on form BMT-135.

For each testing increment these results, either the Contractor's or the Bureau of Materials and Tests', will be used in the computation of the appropriate LOT pay factor.

Should differences between test results, that are not within the tolerances listed in Table V or VI, Section 410, for liquid asphalt binder content, air voids, or gradation continue for two consecutive days, operations shall be halted until testing discrepancies can be resolved. The Bureau of Materials and Tests will monitor testing procedures by Department and Contractor technicians until consistent test results are achieved.

SECTION 401
BITUMINOUS SURFACE TREATMENTS

401.01 Description.

(b) Bituminous Treatment Table.

Article 401.01(b) shall be replaced with the following:

(b) Bituminous Treatment Table.

The following table shows the amount of bituminous material and the size and amount of cover aggregate required for the various types of bituminous treatments. The types are designated in the table by letters of the alphabet such as A, B, C, D, etc. The proposal will designate in the pay item description which of the various types are to be used. The kind of bitumen may also be specified or, if none is specified, the Contractor may select one of the kinds, if not in conflict with other provisions of these Specifications, permitted by the table. All other requirements of the tabular line opposite the type designation shall apply.

(Example: A bituminous treatment Type AKG, specifies a prime coat with the quantities specified on line "A", covered by a single surface treatment with the quantities specified on line "K", covered in turn by a seal treatment with the quantities shown on line "G".)

Bituminous materials shall be placed within the tolerance specified by the table for the type treatment involved, unless otherwise ordered by the Engineer in writing. Any variation outside of the designated limits shall be cause for ordering the treatment to be removed and replaced or corrected as directed by the Engineer, all without additional cost to the Department.

The rate of aggregate coverage shown by the table is the approximate rate found to produce an acceptable coverage when properly applied. Regardless of the rate shown, the Contractor shall provide aggregate in sufficient quantities and so spread the aggregate that the bitumen is uniformly and evenly covered.

The Engineer will notify the Contractor in writing should it become advisable to change the amounts of any material from the limits specified in the table. In such event an adjustment in the contract unit price will be made as specified in Subarticle 401.06(a).

BITUMINOUS TREATMENT TABLE SUBARTICLE 401.01(b)					
Designated Letter	Type Treatment	Aggregates ****		Gallons {Liters} of Bituminous Material per square yard {m²} of Treatment **	
		Size	cu. ft./ sq. yd. {m³/m²}	Liquid Asphalt Binder	Emulsified Petroleum Resin, Cutback or Emulsified Asphalt
A	Prime Coat				0.10 - 0.25* {0.45 - 1.13}*
B	Flush Coat "B"	Sand	0.15 {0.0051}		0.16 - 0.19 {0.72 - 0.86}
C	Flush Coat "C"	9	0.20 {0.0068}		0.16 - 0.19 {0.72 - 0.86}
D	Liquid Seal "D"	78 or 89	0.25 {0.0085}	0.18 - 0.21 {0.81-0.95}	0.20 - 0.23 {0.90 - 1.04}
E	Liquid Seal "E"	78	0.25 {0.0085}	0.22 - 0.25 {1.00-1.13}	0.25 - 0.28 {1.13 - 1.27}
F	Liquid Seal "F"	78	0.27 {0.0091}	0.26 - 0.29 {1.18-1.31}	0.31 - 0.34 {1.40 - 1.54}
G	Liquid Seal "G"	7 or 78	0.27 {0.0091}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
H	Liquid Seal "H"	6	0.40 {0.0135}	0.31 - 0.34 {1.40-1.54}	0.35 - 0.38 {1.58 - 1.72}
J	Surface Treatment "J"	6	0.42 {0.0142}	0.33 - 0.36 {1.49-1.63}	0.38 - 0.41 {1.72 - 1.86}
K	Surface Treatment "K"	5	0.50 {0.0169}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
L ***	Surface Treatment "L"				
	1st Application	4	0.9 {0.0305}	0.35 - 0.38 {1.58-1.72}	0.40 - 0.43 {1.81 - 1.95}
	Dry Choke	78	0.20 {0.0068}		
	2nd Application	78	0.25 {0.0085}	0.55 - 0.58 {2.49-2.63}	0.62 - 0.65 {2.81 - 2.94}

* Appropriate rate will be set by engineer within the maximum and minimum range
** For shoulders, different amounts of aggregate and bitumen may be shown on plans or in the proposal.
*** Aggregate for this treatment shall be crushed aggregate.
**** Approximate rate of application for uniform coverage. Minor adjustments to these rates may be ordered by the Engineer to fit the physical properties of aggregates furnished for use.

Multipurpose and Cationic Emulsified Asphalts shall be in the same quantities as shown above for Emulsified Asphalt. Conversion of aggregate volume to weight {mass}, when required, shall be in accordance with AASHTO T 19.

The application rates of Bituminous Materials shown above are based on the material being at 60 °F {16 °C}.

401.03 Construction Requirements.

(a) Equipment.

2. Pressure Distributor.

Item 401.03(a)2 shall be replaced by the following:

2. Pressure Distributor.

A pressure distributor shall be required and shall be so designed and operated that it will distribute the contents in a uniform spray for the full width of the treatment area without

atomization, at the rate and within the limits specified. Heating equipment shall be provided. Distributors shall be capable of circulating or agitating the bitumen throughout the heating process providing a uniform temperature, with the ranges specified herein, and suitable means shall be provided for determining such temperatures. Suitable measuring equipment for accurately measuring the volume of the contents shall be provided. The distributor shall be equipped with a spray bar of adjustable height, hand hose, and nozzle.

Heating equipment will not be required for the application of Emulsified Petroleum Resin prime.

SECTION 410
ASPHALT PAVEMENTS

410.01 Description.

Article 410.01 shall be replaced by the following:

410.01 Description.

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements for various types of mixes noted in the following sections of these Specifications.

This work shall consist of one or more courses of hot and warm mix asphalt plant mix constructed in accordance with these specifications and the specific requirements of the type of mixture required and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. The Contractor may use either hot mix or warm mix for all Superpave ESAL Range mixes in Sections 420, 423, and 424. Warm mix asphalt shall be defined as the use of an approved warm mix technology in the plant mix at the time of production.

This work shall also include the preparation of the underlying surface on which the plant mix is to be placed, including patching and/or leveling as shown on the plans or directed by the Engineer.

In addition, this work shall also include the placing of widening at locations shown on the plans and/or directed by the Engineer. In general, widening shall consist of (1) narrow width build-ups, three feet or less {one meter or less}, required for widening existing pavement, (2) paving for turn-outs beyond three feet {one meter} from the edge of pavement, (3) pavement crossovers, and (4) turning lanes of less than 200 feet {60 m} for crossovers. Paving used on turn-outs for intersecting paved roads and shoulder paving will not be considered as widening unless shown on the plans.

Surface layers and wearing layers are defined as those layers where the pay item contains the wording "Wearing Surface".

All ALDOT procedures referenced are applicable to both hot and warm mix asphalt.

410.03 Construction Requirements.

(c) Preparation of Underlying Surface.

3. Leveling.

Item 410.03(c)3 shall be replaced by the following:

3. Leveling.

When leveling of an existing pavement or base is provided by the plans, the surface shall be brought to required grade and cross section with plant mix material. The surface to be treated shall be prepared as noted herein and approved before placing the new material. The plant mix material shall be spread in accordance with the provisions of Item 410.03(f)2 and shall be compacted in accordance with section 410.03(g).

Leveling shall include the placement of asphalt plant mix layers to correct superevelation when directed.

SECTION 420
POLYMER MODIFIED OPEN GRADED FRICTION COURSE

420.02 Materials.

(e) Tack Coat Materials

Subarticle 420.02(e) shall be replaced by the following:

(e) Tack Coat Materials

Tack coat materials shall either be a CQS-1hp asphalt emulsion used in conjunction with the spray paver equipment as required in Subarticle 420.04 (d) or "PG Asphalt for Trackless Tack" including DOTC-10, eTac HB, or Ultrafuse with conventional paving equipment. All tack coat materials shall meet the requirements given in Section 804 except as modified by the requirements given herein. The CQS-1hp shall be smooth and homogeneous and shall meet the requirements shown in the following table:

CQS-1hp MODIFIED ASPHALT EMULSION			
TEST OF EMULSION			
Parameter	Test Method	Value	
Viscosity @ 77° F, SF	AASHTO T 59	20 Min.	150 Max.
Sieve Test, %	AASHTO T 59	-	0.1 Max.[1]
24-Hour Storage Stability, %	AASHTO T 59	-	1.0 Max. [2]
Residue By Distillation	AASHTO T 59	60 Min.	-
Oil Distillate, by Volume of Emulsion, %	AASHTO T 59	-	-
Particle Charge	AASHTO T 59	Positive [3]	
TEST OF RESIDUE FROM EMULSION			
Solubility in TCE, %	AASHTO T 44 [4]	97.5 Min.	-
Elastic Recovery @ 50 °F	AASHTO T 301	60.0 Min.	-
Penetration @ 77 °F	AASHTO T 49	60 Min.	110 Max.
Ductility @ 77.0 °F	AASHTO T 51	40 Min.	-

1. Sieve test may be waived based on successful application in the field.
2. After standing undisturbed for 24 hours, the surface shall show no white, milky-colored substance, but shall be a smooth homogeneous color throughout the sample.
3. If the Particle Charge Test is inconclusive, a pH test (AASHTO T 200) shall be used with a maximum of 6.7 allowable.
4. ASTM D 5546 may be used when polymers block the filter during the test.

The original "PG Asphalt for Trackless Tack" (no RTFO or PAV testing) shall conform to the physical requirements shown in the following table:

SPECIFICATIONS FOR PG ASPHALT FOR TRACKLESS TACK		
Parameter	Specification	Test Method
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Penetration	Maximum 25 @ 77 °F {25 °C}, 100 g. 5s	AASHTO T49
Softening Point (°C)	Minimum 70	AASHTO T 53
Dynamic Shear, G*/sin δ	Minimum 1.0 kPa @ 82 °C	AASHTO T 315

SECTION 423
STONE MATRIX ASPHALT (SMA)
(FIBER STABILIZED ASPHALT CONCRETE)

423.02 Materials.

(c) Blend of Aggregates.

In Subarticle 423.02(c) the table "Allowable Carbonate Stone Criteria for SMA" shall be replaced by the following:

ALLOWABLE CARBONATE STONE CRITERIA FOR SMA	
BPN 9 Value of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and BMTP-382.	

SECTION 424
SUPERPAVE BITUMINOUS CONCRETE BASE, BINDER, AND WEARING SURFACE LAYERS

424.02 Materials.

(c) Blend of Aggregates.

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

Item 424.02(c)4 shall be replaced by the following:

4. Restrictions in the use of Carbonate Stone for blend of Aggregates.

The restrictions for the use of carbonate stone are given in the following table. These restrictions do not apply to widening as defined in Article 410. 01, shoulder paving, underlying layers, and layers that are to be covered by Polymer Modified Open Graded Friction Course (Section 420) mix in this contract.

CRITERIA FOR THE USE OF CARBONATE STONE IN SUPERPAVE	
BPN 9 Value Of Aggregate Source *	Maximum Allowable Percentage Of Carbonate Stone
≤ 20	Not Allowed
21 through 25	30
26 through 28	35
29 through 31	40
32 through 34	45
≥ 35	50
* This value, BPN 9, is made using the British Pendulum Tester on aggregate source specimen polished for 9 hours on an accelerated polishing machine known as the British Wheel as per ASTM D 3319, ASTM E 303 and ALDOT-382.	

In no case shall the total amount of virgin carbonate stone in the combined mixture used as actual wearing surface layers that are exposed to traffic exceed the percentage shown in the above table. When parts of the carbonate stone used in the mix are from differing strata of material or coming from multiple sources that are represented by different BPN 9 values, the lowest BPN 9 value will be used.

SECTION 804
ASPHALT MATERIALS

804.07 Tables of Asphalt Materials.

Article 804.07 shall be replaced by the following:

804.07 Tables of Asphalt Materials.

(a) Asphalt Materials Table Number 1, Grade PG 58-22.

ASPHALT MATERIALS TABLE NO. 1 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 58-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 58 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 58 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 22 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 22°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(b) Asphalt Materials Table Number 2, Grade PG 64-22.

ASPHALT MATERIALS TABLE NO. 2 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 64-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 64°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 64 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		

Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 25 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 25°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

The binder shown in Table No. 2 shall be made by adding polymer to a refined grade of PG 58-22 or shall be blended from PG 76-22 using an ALDOT approved blending procedure at the refinery. Air blown and oxidized asphalt shall not be used.

All PG 64-22 shall contain a minimum of 1.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks and polymer percentage at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use.

All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(c) Asphalt Materials Table Number 3, Grade PG 67-22.

ASPHALT MATERIALS TABLE NO. 3 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDERS (NOT SHOWN IN AASHTO M-320)		
Property	**Grade PG 67-22**	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 67 °C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 67 °C	AASHTO T 315
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 26.5°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

(d) Asphalt Materials Table Number 4, Grade PG 76-22.

ASPHALT MATERIALS TABLE NO. 4 SPECIFICATIONS FOR PERFORMANCE GRADED ASPHALT BINDER		
Property	Grade PG 76-22	
	Specification	Test Method
Original Binder		
Flash Point Temperature	Minimum 230 °C	AASHTO T 48
Rotational Viscosity	Maximum 3 Pa•s @ 135 °C	AASHTO T 316
Dynamic Shear, G*/sin δ	Minimum 1.00 kPa @ 76°C	AASHTO T 315
Rolling Thin Film Oven Residue (AASHTO T 240)		
Mass Loss (RTFO)	Maximum 1.00 %	AASHTO T 240
Dynamic Shear, G*/sin δ	Minimum 2.20 kPa @ 76 °C	AASHTO T 315
Elastic Recovery	Minimum 50 %@ 10°C	AASHTO T 301[1]
Pressure Aging Vessel Residue (AASHTO R 28)		
Dynamic Shear, G*•sin δ	Maximum 6000 kPa @ 26.5 °C	AASHTO T 315
Phase Angle, δ	Minimum 42° @ 31°C	AASHTO T315
Creep Stiffness, S	Maximum 300 MPa @ -12 °C	AASHTO T 313
m-value	Minimum 0.300 @ -12 °C	AASHTO T 313

[1]The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method. All Elastic Recovery failures will be subject to FTIR scans for acceptability.

All binders used in Table 4 shall be made by the addition of polymer to refined grades of PG 67-22 without using air blown or oxidized asphalt.

All PG 76-22 shall contain a minimum of 2.5 %, by weight, polymer solids.

A sample and infrared scan (Fourier Transform Infrared, FTIR) using the ALDOT 408 test method to determine the styrene and butadiene peaks along with the percentage of polymer added at the appropriate polymer loading shall be submitted to the Materials and Tests Engineer for laboratory evaluation prior to use. All polymers shall conform to Section 811 for polymer additives.

All Polymer Modified Asphalt Binder manufacturers shall submit the information required in Article 811.01 annually or upon request by the Department.

(e) Asphalt Materials Table Number 5, Emulsified Asphalts.

ASPHALT MATERIALS TABLE NO. 5
SPECIFICATIONS FOR EMULSIFIED ASPHALTS

	VISCOSITY GRADE										
	NTSS-1HM Min-Max	NTQS-1HL Min-Max	CMS-2, CMS-2h, CSS-1, CSS-1h, CRS-2 CRS-2p* CRS-2l*	AE-P Min-Max	CMS-1hp Min-Max	CRS-1h Min-Max	CBC-1HT BC-1HT Min-Max	CRS-2h CRS-2hp* Min-Max	CQS-1h CQS-1hp* Min-Max	CNTT-1hs Min-Max	AASHTO TESTS
AASHTO M 208			Meet								T 59
Elastic Recovery Minimum 50 % @ 50°F {10°C}	--		50 % for CRS-2p and CRS-2l	--	50%	-_	--	50% for CRS-2hp	50% for CQS-1hp	--	T 301 **
Viscosity, Saybolt Furol: @ 77 °F {25 °C}, Sec	25 500	100	--	10 50	30 400	--	--	200 500	20 150	0 100	T 59
@ 122 °F {50 °C}, Sec	--		--	-- --	-- --	15-100	10 - 100		-- --	--	T 59 *See Note #4
Settlement, 5 days, %	-- 5		--	-- 5		-- --	-- --	-- --	-- --		T 59
Storage Stability Test 24 hr., %	-- 1.0	-- 1.0	--	-- --	-- 1.0	-- 1.0	-- 1.0	-- 1.0	-- 1.0	1.0	T 59
Demulsibility, 35 m/0.8% Sod. Dioctyl Sulfosucinate, %	--		--	-- --	--	- --	- --	60 --	-- --	-- --	T 59
Particle Charge	Negative	Non-ionic	Positive	-- --	Positive	Positive	Positive	Positive	Positive	Positive	T 59
Sieve Test, %	--	-- 0.10	--	-- 0.10	-- 0.10	-- 0.10	-- 0.30	-- 0.10	-- 0.10	0.10	T 59
Distillation: Oil Distillate or Naphtha, by Volume of Emulsion, %	-- 1.0		--	-- 12	-- 3.0	-- 3.0	--	-- 3.0	-- --	3.0	T 59
Residue by Distillation, %	50 --	60 --	--	45 --	50 --	55 --	50 -	65 --	60 --	50 --	T 59
Stone Coating Test, % Coated	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #1
Modified Sand Coating	--	--	--	-- --	-- --	-- --	-- --	-- --	-- --	-- --	See Note #2
Tests on Residue from Distillation:			--	20 --							
Float Test @ 140 °F {60 °C}, Sec.	--	--	--	97.5 --				-- --	-- --	--	See Note #3
Solubility in CLCH:CCL2, %	--	--	--	-- --				97.5 --	97.5 --	--	T 44
Ductility @ 77 °F {25 °C}, cm	--	--	--	-- --				60 --	40 --	--	T 51
Ash, % by Mass	--	--	--	-- --				-- --	-- --	--	T 111
Specific Gravity, 77 °F/ 77 °F {25 °C/25 °C}	--	--	--	-- --				-- --	-- --	--	T 228
Softening Point	65°C --	60°C --	-- --	-- --	40°C -	49°C --		-- --	-- --	49°C --	T 53
Dynamic Shear@67°C (G`/sinδ, 10rad/s), kPa	-- --	1.0 --	-- --	-- --	-- --	-- --		-- --	-- --	-- --	T 315
MSCR@67°C, J_{nr} @3.2/kPa	-- --	-- --	-- --	-- --	-- --	-- --	- 2.0	-- --	-- --	-- --	T 350
Penetration 77 °F {25 °C}, 100 g. 5s	-- 20	20 --	--	-- --	45-90	40 90		70 100	60 110	40 90	T 49

* All CRS-2p, CRS-2hp, CRS-2l, and CQS-1hp shall contain a minimum of 3.0 % polymer by volume. CRS-2p shall meet the requirements given in AASHTO M 316 with the exception of polymer content. All polymers shall conform to the requirements given in Section 811. All Elastic Recovery failures will be subject to FTIR scans for acceptability.
** The following exceptions shall be made to the requirements given in AASHTO T 301: The statement given in Section 4.5 that reads "Attach the clips to the pins or hooks of the force adapter and the testing machine..." shall be disregarded. The mold shall be in accordance with the requirements given in ASTM D 6084 with dimensions noted in this method.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: June 23, 2023 GASP No. 22-GA0010(2)

EFFECTIVE DATE: September 1, 2023

SUBJECT: Work Performed and Progress Based Pay Items.

Alabama Standard Specifications, 2022 Edition, shall be amended by the revision of SECTIONS 101, 108, by the replacement of SECTIONS 600, 680, and 698:

SECTION 101
DEFINITION OF TERMS

101.01 Definitions.

(b) Terms.

Subarticle 101.01(b) shall be amended by the addition of the following definitions:

Adjusted Contract Amount. The current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount. The total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items. Contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

State Construction Engineer. The Bureau Chief of the Construction Bureau, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Work Performed. The dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- payments for extra work done on a Force Account basis;
- payments that were, or will be based on the progress and quality of the construction;
- payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Subarticle 101.01(b) shall also be amended by the deletion of the following definition:

~~**Contract Sum or Contract Amount.** The total contract bid price, revised to include changes caused by overruns and underruns in contract items, plus the sum of all approved supplemental agreements and force account orders.~~

SECTION 108
PROSECUTION AND PROGRESS

108.04 Prosecution of Work.

(e) Unsatisfactory Progress.

Subarticle 108.04(e) shall be replaced by the following:

(e) Unsatisfactory Progress.

The Department will monitor the Contractor's progress towards completing the work. The Contractor may be disqualified from bidding further work with the Department if the progress towards completing the work is unsatisfactory.

Unsatisfactory progress toward completing the work shall be when the "Percent Time Elapsed" exceeds the "Percent Complete" by more than 25 %. Percent Time Elapsed and Percent Complete are defined as follows:

$$\text{Percent Time Elapsed} = 100 \times \left[\frac{\text{Days Charged}}{\text{CT} + \text{TE}} \right]$$

$$\text{Percent Complete} = 100 \times \left[\frac{\text{WP} + \text{FA}_1}{\text{AC} - \text{PBPI}} \right]$$

Where,
Days Charged = Number of days charged towards the completion of the work.
CT = Original Contract time. (Days)
TE = Number of days of time extension. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_1 = Payments for Extra Work paid by Force Account. (Dollars)
AC = "Adjusted Contract Amount" as defined in Article 101.01. (Dollars)
PBPI = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

The decimal values derived by the terms "(Days Charged) / (CT + TE)" and "$(WP + FA_1)$ / (AC - PBPI)" shall be rounded to the nearest hundredth.

When the Contractor's progress towards completing the work is unsatisfactory a warning notice of possible disqualification will be sent from the State Construction Engineer to the Contractor by certified mail (return receipt requested). The Contractor will be allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to make the progress satisfactory or submit in writing an acceptable explanation to the State Construction Engineer for why the progress is unsatisfactory. At the end of the ten day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108.08 Determination of Contract Time.

(d) Monthly Statement and Time Charges.

2. Contracts on a Calendar Day or Date Basis.

Item 108.08(d)2. shall be replaced by the following:

2. Contracts on a Calendar Day or Date Basis.

For projects on a calendar day or date basis, a statement will be furnished the Contractor indicating the number of calendar days remaining in the contract. For contracts that have a calendar completion date, the days assigned for contract time will be the number of calendar days available to the Contractor for performance of the work (from the beginning of contract time charges through the original calendar completion date). A revised completion date will be established for time extensions by adding the approved number of days of extension to the original contract completion date.

108.09 Extension of Contract Time.

Article 108.09 shall be replaced by the following:

108.09 Extension of Contract Time.

(a) Days or Date of Time Extension.

If approved by the Engineer, contract time extensions will be given as additional working days, additional calendar days or a revised calendar completion date in accordance with the type of time that is set in the original contract for the completion of the work. An extended time for completion, once approved, shall be in full force and effect the same as though it were the original time for completion.

(b) Extension of Contract Time due to Extra Work.

The original contract time may be extended due to the addition of extra work if the Engineer determines that the extra work will affect the schedule for the completion of the project. The contract time will be modified when the extra work is made a part of the contract.

(c) Extension of Contract Time due to Contract Overrun.

An extension of contract time will be made by the Engineer to account for the overrun of the required work (unexpected increase in the quantity of work). The time extension will be calculated using the following formula.

$$TE = CT \left[\frac{WP + FA_2 - EW}{OC - PBPI_1} - 1.0 \right]$$

(This formula is only applicable when WP - EW is greater than OC - PBPI.)

Where,
TE = Number of days of time extension. (Days) (Rounded up to the nearest whole number.)
CT = Original Contract time. (Days)
WP = "Work Performed" as defined in Article 101.01. (Dollars)
FA_2 = Payments for Extra Work paid by Force Account except for Force Account work that has been covered under an approved Time Extension. (Dollars)
EW = Total Amount of Extra Work paid by Supplemental Agreement, regardless of whether or not a time extension is approved as part of the agreement. (Dollars)
OC = Original Contract Amount. (Dollars)
$PBPI_1$ = Payments for "Progress Based Pay Items" as defined in Article 101.01. (Dollars)

For contracts that have a calendar completion date, there will be no automatic extension of contract time based on contract overrun. Extensions of contract time for calendar date projects must be based on either extra work or an approved Contractor request for additional time.

(d) Contractor's Request for an Extension of Contract Time.

If the Contractor anticipates that the work cannot be completed within the contract time (which includes approved time extensions) the Engineer may consider the Contractor's request for an extension of contract time. The request must be submitted in writing to the Engineer. The request shall include the specific dates and amount of time requested by the Contractor and a full description of the circumstances that were beyond the control of the Contractor and could not have been anticipated by the Contractor that caused the delay in the overall completion of the work. The controlling work items for each day and the factors that affected progress on these items shall also be provided. An assertion that the contract time is inadequate for the completion of the work will not be considered an acceptable reason for a time extension.

The Contractor shall submit the request for an extension of contract time to the Engineer for evaluation. The Engineer will evaluate the request and then send a recommendation for approval, disapproval or partial approval to the Construction Engineer for further evaluation.

The State Construction Engineer or Region Engineer may approve a time extension if the work was delayed because of conditions beyond the control of the Contractor and could not have been anticipated by the Contractor.

The Transportation Director will make a final determination of the amount of the time extension if the Contractor disagrees with the time extension designated by the State Construction Engineer or Region Engineer. The Contractor may submit the disputed request for a time extension

directly, in writing, to the Transportation Director. The Transportation Director will be the final authority in evaluating the disputed request for the time extension. The Transportation Director may send the request to the Claims Committee for a recommendation before making the final decision. Time extension requests will not be referred to the Claims Appeal Board. Information concerning the Claims Committee and Claims Appeal Board is given in Section 110.

SECTION 600
MOBILIZATION

600.01 Description.

This Section shall cover the preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The lump sum bid for mobilization shall be so distributed among the various pay items of the contract that an overrun of a particular pay item will not adversely affect the unit price of that item.

600.02 Materials.

Not applicable.

600.03 Construction Details.

Not applicable.

600.04 Method of Measurement.

(a) Partial Payment.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

Partial Payments for mobilization are based on the Percent Complete and the total adjusted contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount, Except the Final Payment)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

(b) When No Separate Payment Is Shown in the Proposal.

When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

600.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Mobilization, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum price bid shall be full compensation for organizing and moving all labor, tools, equipment, supplies, and incidentals to the project site and for disbanding, disorganizing, and removing all labor, tools, equipment, supplies, and incidentals from the project site, regardless of number of times such moves are made, including all preconstruction costs exclusive of bidding costs.

(b) Partial Payment.

Partial payments may be made in accordance with schedule noted in Article 600.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14.

(c) Payment will be made under Item No.:

600-A Mobilization - per lump sum

SECTION 680
GEOMETRIC CONTROLS

680.01 Description.

When this item is included in the proposal, it shall consist of the Contractor furnishing, placing, and maintaining construction stakes, lines, and grades necessary for establishing the accurate location of all features of construction.

680.02 Materials.

All materials needed in the performance of the work of Geometric Controls shall be furnished by the Contractor.

680.03 Construction Requirements.

(a) Determination of Lines and Grades.

The Engineer will furnish centerline control points (P.C.s, P.O.C.s, P.T.s, P.O.T.s, etc.) at intervals determined necessary by the Engineer for the Contractor to establish alignment on all roadways. Where ramps, cross roads, service roads, etc. are geometrically tied to the mainline roadway, the

Engineer will only establish control points along the mainline of the roadways. The Engineer will stake breaks of rights-of-way and mark the clearing limits.

Bench marks will be furnished at intervals along the project for vertical control. Sufficient design roadway cross section information (elevations, slope ratios, etc.) will be provided to enable the Contractor to establish grade stakes and slope stakes. Alignment data and flowline data for drainage structures (including box culverts) will be furnished by the Engineer. For each bridge site, except box culverts, the Engineer will furnish a minimum of two horizontal control points and one bench mark for vertical control.

(b) Contractor's Responsibility.

1. Contractor's Responsibility for Establishing Geometric Controls.

The Contractor shall be responsible for all layout and geometric control work necessary for construction of all items of work. The Contractor shall use the plans, controls and other data furnished by the Engineer in establishing the required location of all features of the work. The Contractor shall be responsible for the utilization and preservation of all furnished controls. The Contractor shall replace State furnished control stakes or marks that are disturbed by the Contractor during construction.

2. Contractor's Responsibility to Check Furnished Controls.

The Contractor shall check all furnished controls as a first order of work to be assured that they are accurate. The Contractor's use of all furnished points and marks for construction of the project shall be acceptance of the responsibility for the accuracy of these controls. By acceptance of responsibility for the accuracy of the controls the Contractor waives all claims for extra compensation for corrective work if the controls are later found to be incorrect. All discrepancies shall be reported immediately to the Engineer in writing.

3. Setting Geometric Controls for Roadway Construction.

The Contractor shall mark or monument the locations of the finished subgrade along the centerline, at the edges of lanes and at breakpoints. Markings or monuments shall be provided at intervals of 100 feet {30 m} on tangent alignments and at intervals of 50 feet {15 m} on curved alignments. The type of marking or monument shall be suitable for the purpose of checking the vertical and horizontal position of the location against the required position shown in the plans. The type of marking or monument shall be approved by the engineer prior to being set.

The Contractor shall also mark or monument locations on each layer of soil or aggregate base at transverse breakpoints on these layers at intervals of 50 feet {15 m}.

4. Setting Geometric Controls for Bridge Construction.

For all bridge work the Contractor shall establish and maintain all horizontal and vertical control points and furnish all lines and grades necessary for the bridge construction from the initial layout to the final acceptance of the bridges. The Contractor shall accurately set all forms, headers, rails, and screeds to provide the dimensions, elevations, and grades shown on the plans.

680.04 Method of Measurement.

Measurement of the item of Geometric Controls will be made on a lump sum basis. When more than one project is included in a contract, each project will be designated a fractional part of the lump sum as shown on the plans.

Partial payments for the item of Geometric Controls will be made on monthly estimates with the amount to be paid each month a percentage of the lump sum bid price. Payments will be made at the time and in the amounts shown in the following schedules:

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS LESS THAN, OR EQUAL TO 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Geometric Controls	20 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	70 % of the Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	30 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls
Note: If 50 % or more of the Adjusted contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Geometric Controls will be made on the first estimate. The remainder of the Bid Price for Geometric Controls will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR GEOMETRIC CONTROLS WHEN THE CONTRACT BID PRICE FOR GEOMETRIC CONTROLS IS GREATER THAN 5 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Geometric Controls)		
TIME OF PARTIAL PAYMENT	AMOUNT OF PARTIAL PAYMENT	ACCUMULATED PAYMENT
First Estimate	10 % of the Bid Price for Geometric Controls	10 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 5 % of the Adjusted Contract Amount	25 % of the Bid Price for Geometric Controls	35 % of Total Bid Price for Geometric Controls
After the First Estimate and When the Percent Complete Exceeds 50 % of the Adjusted Contract Amount	50 % of the Bid Price for Geometric Controls	85 % of the Bid Price for Geometric Controls
At Acceptance for Maintenance per Item 105.15(c)3.	15 % of the Bid Price for Geometric Controls	100 % of the Bid Price for Geometric Controls

When more than one project is included in one contract, the amount of payment to be made will be based on the "Percent Complete" as defined in Article 108.04 and amount of the entire contract, not the amount of each individual project. Once the amount of partial payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the fraction of the total contract of which the project is a part.

680.05 Basis of Payment.

(a) Unit Price Coverage.

The item of Geometric Controls, measured as noted above, will be paid for at the contract lump sum price bid. Said lump sum shall be full compensation for furnishing all materials (hubs, stakes, templates, straightedges), equipment, tools, labor, and incidentals necessary to complete this item of work.

Partial payments for the item of Geometric Controls will be made in accordance with Article 680.04. The final quantity for this item will be 1.0 unless the project is terminated prior to completing the work in accordance with Article 108.14. When more than one project is included in a contract, the amount of a partial payment will be the sum of separate calculations made for each project.

(b) Payment will be made under Item No.:

680-A Geometric Controls - per lump sum

SECTION 698
CONSTRUCTION FUEL COST

698.01 Description.

This Section shall cover the cost of construction fuel for the equipment necessary for the performance of the required work except for the production of Hot Mix Asphalt (HMA).

698.02 Bidding.

The bidder shall enter an amount from zero dollars up to the maximum dollar amount shown in the pay item description for fuel on the proposal form. The Contractor signifies that this amount represents a reasonable estimate of the fuel costs isolated from all other costs of completing the required work except for the production of HMA.

If a proposal contains an amount greater than the maximum amount shown in the pay item description, the amount bid for Construction Fuel will be assigned a value that is the maximum amount.

698.03 Method of Determining Partial Payments and Cost Adjustments.

(a) Partial Payments.

Partial payments for construction fuel will be based on the lump sum bid price for Construction Fuel and the Work Performed ("Work Performed" is defined in Section 101). This component will be calculated as follows.

$$P = CF \left[\frac{WP_{ce} - WP_{pe}}{OC - PBPI_2} \right]$$

Where,

P = Amount of Partial Payment. (Dollars) (The total sum of partial payments may be less than or exceed the original contract amount for Construction Fuel.)

CF = Lump Sum Contract Amount of "Construction Fuel". (Dollars)

WP_{ce} = "Work Performed" (as defined in Article 101.01) at the time of the current estimate or partial payment. (Dollars)

WP_{pe} = "Work Performed" (as defined in Article 101.01) at the time of the prior estimate for partial payment. (Dollars)

OC = Original Contract Amount. (Dollars)

$PBPI_2$ = Original Bid Price for Mobilization, Geometric Controls, and Construction Fuel. (Dollars)

The decimal value derived by the term "(WPce - WPpe) / (OC- $PBPI_2$)" rounded to the nearest hundredth will be the decimal amount of the lump sum contract amount for construction fuel. WP is the "Work Performed" (as defined in Article 101.01).

(b) Cost Adjustments.

The Department will determine and publish a monthly "Fuel Index" utilizing the average area terminal price reports for regular unleaded gasoline and No. 2 fuel of the "Platts Oilgram Price Report" published during the week in which the first day of the month occurs.

The Base Fuel Index (BFI) for the project will be the monthly fuel index published for the month in which the bids were opened for the project. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the previous month if the estimate is finalized on any day from the 1 st through the 10th day of the month. The Current Fuel Index (CFI) for the project will be the monthly fuel index published for the month in which the estimate is finalized if the estimate is finalized on any day between the 11th and the last day of the month.

A cost adjustment for construction fuel will be calculated as follows.

$$CA = P \left[\frac{CFI}{BFI} - 1 \right]$$

Where,
CA = Amount of Cost Adjustment (Dollars)
P = Amount of Partial Payment Based on Amount of Work Performed (Dollars)
CFI = Current Fuel Index (the current month's CFI is defined above)
BFI = Base Fuel Index

After the expiration of contract time (plus approved time extensions) two calculations of a potential cost adjustment will be made. The first calculation will be made using the current index (CFI) and the base index (BFI) as noted in the preceding formula. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The smallest amount of cost adjustment resulting from these two calculations will be made for the current estimate period.

(c) Payments and Adjustments for Contracts with More Than One Project.

When more than one project is included in one contract, the amount of payment to be made will be based on the "Work Performed", as defined in Section 101, on the entire contract, not on each individual project. Once the amount of partial payment and cost adjustment is determined, this amount will then be prepared for payment on each individual project based on the fraction of the entire contract of which the project is a part.

698.04 Basis of Payment.

(a) Unit Price Coverage.

The amount designated for construction fuel, shall be full compensation, after all applicable cost adjustments, for the furnishing of fuel for equipment used on the project, except for the fuel for the production of HMA, and for all materials, equipment, tools, labor, transportation and incidentals necessary for its use.

Partial payments for the item of Construction Fuel will be made in accordance with Article 698.03. At the completion of work, the sum of partial payments may exceed or be less than the original contract lump sum unit price bid. The final quantity may be more or less than 1.0 due to contract overruns or underruns.

(b) Payment will be made under Item No.:

698-A Construction Fuel (max. bid limited to $_____) - per Lump Sum

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: March 16, 2022 GASP No. 22-GA0011

EFFECTIVE DATE: April 1, 2022

SUBJECT: Oversize/Overweight Vehicle Permit.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.12 Oversize/Overweight Vehicle Permit and Load Restrictions.

(a) Oversize/Overweight Vehicle Permit.

Subarticle 105.12(a) shall be replaced with the following.

(a) Oversize/Overweight Vehicle Permit.

An Oversize/Overweight Vehicle Permit may be required for moving oversized and overweight loads. The ALDOT Vehicle Enforcement Office should be contacted for information on obtaining the permit and any special requirements (such as police escorts) for moving these loads. An annual permit for moving specific equipment on a construction project is available for purchase from the ALDOT Vehicle Enforcement Office.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 15, 2023 GASP No. 22-GA0013(2)

EFFECTIVE DATE: June 1, 2024

SUBJECT: Roadway Signs, Construction Signs, and Cones.

Alabama Standard Specifications, 2022 Edition, SECTION 710, SECTION 740, and SECTION 880 shall be amended as follows:

SECTION 710
ROADWAY SIGNS

710.01 Description.

(b) Types and Classes of Signs

The table "Classes and Descriptions of Signs" shall be replaced with the following:

CLASSES AND DESCRIPTIONS OF SIGNS	
Class 1	Obsolete
Class 1A	Obsolete
Class 2	Type IV Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 2A	Type IV Reflectorized Sheeting Background with Non-Reflectorized Cut-Out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 3	Obsolete
Class 4	Type IV Reflectorized Background with Screen Copy. Type IV Reflectorized Sheeting Background with Digital Printing is also allowable
Class 5	Obsolete
Class 6	Type IV Reflectorized Sheeting Background with Type XI Reflectorized Sheeting Cut-out Copy For Multiple Extruded Panels, Type XI Reflectorized Sheeting Background with Digital Printing is also allowable.
Class 7	Obsolete
Class 8	Obsolete
Class 9	Type XI Reflectorized Sheeting Background with the same Type Reflectorized Sheeting Cut-Out Copy or Digital Printing.
Class 10	Type XI with Screen Copy or Digital Printing

(c) Methods of Fabrication.

The first paragraph of Subarticle 710.01(c) shall be replaced with the following:

In addition to the Classes noted above, signs will be designated by the method of fabrication as follows. At the Contractor's discretion multiple panel signs may be made of multiple flat panels or multiple extruded sections.

710.05 Basis of Payment.

(b) Payment will be made under Item No.:

Subarticle 710.05(b) shall be replaced with the following:

(b) Payment will be made under Item No.:

710-A Class _*_Sign Panels - per square foot {square meter}
710-B Roadway Sign Post (_Description & Size_) - per linear foot {meter}
710-C Removal of Existing Roadway Signs - per lump sum
* Appropriate Class

SECTION 740
TRAFFIC CONTROL DEVICES
FOR CONSTRUCTION WORK ZONES

740.02 Materials.

(b) Crashworthiness of Devices.

Subarticle 740.02(b) shall be replaced by the following:

(b) Crashworthiness of Devices.

The Contractor shall be responsible for ensuring that all devices that are used for work zone traffic control meet "crashworthy" requirements given in the National Cooperative Highway research Program (NCHRP) Report 350 for the appropriate category of device.

(d) Materials for Fabrication, Construction, and Installation.

Subarticle 740.02(d) shall be replaced by the following:

(d) Materials for Fabrication, Construction, and Installation.

Materials used in the fabrication, construction and installation of the construction signs, barricades and other devices shall conform to the requirements of Article 104.04, plan details, the MUTCD and the details noted in this Section:

Sign panels may be fabricated from one of the types of material shown below:

Material	Min. Panel Thickness	* Sign Face Area
Aluminum Flat Sheets	0.080 inches {2.00 mm}	All sizes
Aluminum Composite	0.080 inches {2.00 mm}	All sizes

*NOTE: Any sign panel installation using Standard Mounting procedures, which in the opinion of the Engineer does not provide a reasonably rigid sign installation, shall be strengthened by the use of additional supports and/or backing stringers.

Sign background and messages shall be formed using materials noted for such in Articles 880.02 and 880.03. To permit visual verification of proper use, each type sheeting shall display an identifiable symbol, on the face of the sheeting, in a repeat pattern.

When no pre-requirements are specified for units, they shall comply with the manufacturer's specifications as approved by the Department under the provisions of Section 32-5-36 of the Alabama Code.

Items are not required to be new. Used items may be acceptable provided the following conditions are met:

Units are in good repair, clean and structurally sound.
Reflective sheeting on any unit is clean and in good repair.
All legends and messages are sharp, clean and legible.
Reflectivity of said units during the hours of darkness shall provide acceptable, clear and uniform delineation without dead spots.

No test reports are required, but the Engineer shall visually inspect all units and accessories for compliance with the various dimensional and material stipulations noted before approving their use in

the work. The approval of any unit for use is subject to satisfactory field performance and does not preclude the Engineer ordering replacements of units; said replacements for these previously approved units shall be without additional compensation.

(e) Pilot Car, Flaggers, and Flagging Equipment.

Subarticle 740.02(e) shall be replaced with the following:

(e) Pilot Car, Flaggers, Flagging Equipment, and AFAD.

The pilot car, flaggers, flagging equipment, and AFAD shall meet the requirements of the MUTCD. The pilot car shall be a registered motor vehicle designed for use upon a highway. "Off-road" type vehicles will not be allowed.

Automatic Flagger Assistance Devices (AFAD) must be selected from List IV-3 of the Department's MSDSAR.

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced with the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control, they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

740.04 Method of Measurement.

Article 740.04 shall be modified by the deletion of the following paragraph

~~Ballasts for cones will be measured per each for each weight {mass} ordered, accepted, and used.~~

740.05 Basis of Payment.

Article 740.05 shall be replaced by the following:

740.05 Basis of Payment.

(a) General.

Payment for Construction Signs and Special Construction Signs measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication of sign panel with proper sheeting and legend, furnishing and erecting on proper supports, furnishing all mounting hardware, covering when not in use, handling and maintaining until project completion.

Payment for drums, barricades, cones, delineators, warning lights, and vertical panels, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for fabrication, erection at designated locations whenever required, furnishing continuous power source for lights, handling and maintenance until project completion. Payment for cones shall include ballasts.

Electric incandescent or fluorescent lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Area Lights measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing all materials and mounting hardware including 250 watt mercury vapor lamp or equivalent luminaire and luminaire mounting arm and Class 7 wood pole, wiring, erecting, maintaining and investigating, procuring and bearing the expense of continuous power supply.

Item 740-O, Pilot Car, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for furnishing and operating the pilot car, for furnishing the pilot car driver and flaggers, for all equipment and materials necessary to complete the work.

Item 740-P, Portable Rumble Strips, measured as noted above will be paid for at the contract unit price bid which shall be full compensation for fabrication, for installation at designated locations whenever required, and for handling and maintenance until project completion.

Payment for Items 740-B - L and 740-P will further include all costs in relocating, removing and returning these Items to the project when required to provide a complete traffic control system throughout the life of the project. No payment will be made beyond the maximum quantity of signs, barricades or other traffic control devices installed at any one time except when alternate sign panels are required for proper handling of the traffic, in such case both alternate panels will be measured for payment.

The Lump Sum payment for traffic control devices specified by plan details shall be full compensation for furnishing all materials, power sources and mounting hardware, erecting, handling, relocating signs and devices within the indicated "Traffic Handling Scheme" and maintaining all traffic control devices until project completion. If traffic control devices are deleted from the traffic handling scheme that is to be paid on a lump sum basis, deductions for the items deleted will be made from the lump sum cost in the amount of the contract unit prices bid for the quantity of individual traffic control items so deleted. Traffic control items which are added to the lump sum traffic handling scheme will be paid for at the contract unit price for the item added. A lump sum payment will be considered as full compensation for "traffic handling scheme". Once construction signs or other warning devices are no longer needed within the designated limits of the lump sum "traffic handling scheme", they may be used in other areas of traffic control and payment will be made under the appropriate pay item.

Unless otherwise designated on the construction plans, all signs, barricades, and other traffic control devices covered by this Section shall become the property of the Contractor at the completion of the project. The salvage value for these items shall be reflected in the contract unit prices bid.

No payment will be made for stored materials under this Section unless the material in storage was either manufactured or purchased new for specific use on the project.

No payment will be made for devices installed solely for the protection of the Contractor's work and which serve no useful purpose in protecting the safety of the public or workmen such as traffic cones for paint protection, devices installed to protect fresh concrete presenting no hazard, etc.

The Contractor will be expected to submit a balanced bid for all traffic control items. The submission of unbalanced bid prices may result in loss of contract award.

(b) Payment will be made under Item No.:

740-A Traffic Control Scheme - per lump sum
740-B Construction Signs - per square foot {square meter}
740-C Special Construction Signs - per square foot {square meter}
740-D Channelizing Drums - per each
740-E Cones (36 inches {900 mm} high) - per each
740-F Barricades, Type ____ - per each
740-G Barricades, Type I, (Portable, 24 inches {600 mm} wide) - per each
740-H Delineators - per each
740-I Warning Lights, Type ____ - per each
740-J Electric Incandescent or Fluorescent Light - per each
740-K Area Light - per each
740-L Vertical Panel Type __* , ___** Sided - per Each
740-O Pilot Car - per each
740-P Portable Rumble Strips - per lump sum

* Specify either I or II
** Specify either Single or Double

SECTION 880
SIGN MATERIALS

880.01 Sign Panels.

(a) Aluminum Sign Materials.

Subarticle 880.01(a) shall be replaced with the following:

(a) Aluminum Sign Materials.

1. General.

Aluminum sign materials shall conform to the details shown on the plans and the following:

The materials used, unless otherwise noted by plan details, shall meet the requirements noted below and, in addition, the material used shall be free from corrosion, white rust, water stains, dirt, and grease with the panels processed as noted in Item 2 below.

ALUMINUM SIGN MATERIALS	
USE	ALLOY & TEMPER DESIGNATION
Sign Panels	ASTM B 209 Alloy 5052-H38 or 6061-T6
Extruded Shapes (sign panels), Bars or Rods	ASTM B 221 Alloy 6063 - T6
Angles, Structural Shapes (including Stiffeners)	ASTM B 308 Alloy 6061-T6
*Bolts	ASTM B 211 Alloy 2024-T4
Tamper Proof Nuts ≤ ¼"	ASTM B 211 Alloy 2024 - T4
*Spring Lock Washers	ASTM B 211 Alloy 7075-T6
Washers	ASTM B 209 Alloy Alclad 2024 - T4
Rivets	ASTM B 316 Alloy 6053 - T6
Shims	ASTM B 209 Alloy 1100-0
Flange Splicing Material	ASTM B 209 Alloy 6061 - T6
Weld Filler Wire	ASTM B 285 Alloy ER 5356 or ER 5556
*Hex. Nuts (Plain)	ASTM B 211 Alloy 6262-T9
*Hex. Lock Nuts	ASTM B 211 Alloy 2017-T4
* Unless otherwise specified	

Aluminum Sign Panel Thickness	
Class 4, 9, and 10 Flat	0.080 inches {2.00 mm}
Class 2, 2A, and 6 Multiple Flat or Multiple Extruded Panels	0.125 inches {3.00 mm}

Aluminum bolts, nuts, and washers shall have an anodic coating of at least 0.0002 inch {0.0051 mm} in thickness and shall be chromate sealed.

Galvanized bolts, nuts, and washers as specified under Galvanized Signs, or stainless steel hardware meeting the requirements of ASTM F 593, will be acceptable in lieu of the above.

2. Special Treatment of Aluminum Sign Material.

Each panel shall receive a chemical conversion treatment that will produce an acceptable etched surface suitable for either porcelainizing or attachment of reflectorized or non-reflectorized sheeting.

3. Tests and Samples.

The Contractor shall furnish certified test reports confirming compliance with the requirements noted and, in addition, shall furnish samples of all materials used in the signs in accordance with current Departmental policy for evaluation and verification tests.

4. Recycled Aluminum Sign Panels.

Recycled aluminum sign panels will be allowed for installation in accordance with the following requirements.

Recycled sign panels shall be the same alloy and temper required for new sign panels. They shall be free of corrosion and white rust and shall meet the required tolerances for flatness and thickness for new sign panels. The process for removing the old reflectorized or non-reflectorized sheeting shall not damage the chromate coating. Smelting, sanding, and chemical stripping processes for recycling will not be allowed.

Recycled signs will be inspected, sampled, and tested in accordance with current Departmental policy, except certified test reports will not be required. The Contractor shall furnish a materials guaranty that the materials conform to the requirements for recycling the sign panels.

(d) Porcelain Enamel Signs.

Subarticle 880.01(d) shall be replaced with the following:

(d) Blank.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 18, 2022 GASP No. 22-GA0016

EFFECTIVE DATE: January 1, 2023

SUBJECT: Traffic Signals.

Alabama Standard Specifications, 2022 Edition, SECTION 730 shall be amended as follows:

SECTION 730
TRAFFIC SIGNALS

730.05 Basis of Payment

(b) Payment will be made under Item No.

Subarticle 730.05(b) shall be replaced by the following:

(b) Payment will be made under Item No.

730-A Removal of Existing Traffic Control Unit *(1) (2)* - per lump sum
730-C Furnishing and Installing Traffic Control Unit *(2)* - per lump sum
730-E Metal Traffic Signal Pole Foundation - per each
730-F Metal Traffic Signal Pole with *(3)* Mast Arm Assembly - per each
730-G Traffic Signal Pole, (4), (5) - per each
730-H Loop Wire - per linear foot {meter}
730-I Loop Detector Lead-In Cable - per linear foot {meter}
730-J Vehicle Loop Detector - per each
730-K Traffic Signal Junction Box (6) - per each
730-L *(7), (8)*, Conduit - per linear foot {meter}
730-M Interconnect Cable, *(9), (10)* AWG, *(11), (12)* - per linear foot {meter}
730-N Luminaire Extension Assembly, *(13)* feet {meters} - per each
730-O Illuminated Sign Assembly (14) (15) - per each
730-P *(16)* Signal Head, *(17)* Section, Type *(18)* - per each
730-Q Miscellaneous Equipment, (19) - per each
730-R Controller Assembly, Type *(20), (21)* Output Phase Channels - per each
730-S *(22)* Traffic Signal Preemption *(23) (24) (2)* - per lump sum
730-T Electrical Power Service Assembly (25) - per each
730-U *(26)* Detection System *(2)* - per lump sum
730-Y *(27)* Pedestal Pole and Foundation with *(28)* - per lump sum

(1) Specify Partial or Temporary if required
(2) Specify Intersection Location
(3) Specify Length of Mast Arm
(4) Specify Type (Metal Strain, Concrete Strain, Wood Strain, Pedestal)
(5) Specify State Furnished if required
(6) Specify Size (Type S1, Type S2, or Type S3)
(7) Specify Size (1 inch, 2 inch, or 3 inch) {27 mm, 53 mm, or 78 mm}
(8) Specify Type (metallic or non-metallic)
(9) Specify Type (Aerial Self-supporting, Aerial Lashed, or Underground)
(10) Specify Cable Size (No. 14 AWG or No. 19 AWG)
(11) Specify Number of Conductors or Pairs (9 Conductors or 6 Pairs)

(12) Specify (IMSA 20-1, IMSA 20-3, REA PE-22, REA PE-38, or REA PE-39)
(13) Specify Arm Length in Feet {Meters}
(14) Specify Lighting Method (with Flashing Beacon, or With Embedded LEDs)
(15) Specify Power Source (Solar, or Utility Powered)
(16) Specify Vehicular or Pedestrian
(17) Specify Number of Sections
(18) Specify Type (Incandescent, Optically Programmed, or LED)
(19) Specify Type (Backplate for Existing Signal Head, Pedestrian Push Button, Pedestal Pole and Foundation)
(20) Specify Type (NEMA or ATC)
(21) Specify Number of Output Channels (8, 16, or 32)
(22) Specify Type (Acoustical, Optical or GPS)
(23) Specify Whether or not Software is Required (With Software, or Without Software)
(24) Specify Whether or not Training is Required (With Training, or Without Training)
(25) Specify Whether or not Wood Pole is Required (With Wood Pole or Without Wood Pole)
(26) Specify Type [Video, Radar, Magnetometer, or Hybrid (Video/Radar)]
(27) Specify (Furnishing and Installing, Removal of, or Relocation of)
(28) Specify (Flashing Beacon, Pedestrian Signal Features, or Illuminated School Zone Sign)

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: October 26, 2022 GASP No. 22-GA0027

EFFECTIVE DATE: May 1, 2023

SUBJECT: Cement.

Alabama Standard Specifications, 2022 Edition, SECTION 815 shall be replaced with the following:

SECTION 815
CEMENT

815.01 Portland Cement.

(a) Type I Portland Cement.
Type I Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(b) Type II Portland Cement.
Type II Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(c) Type III Portland Cement (High Early Strength).
Type III Portland Cement shall meet the requirements of AASHTO M 85 and the additional requirements shown below.

(d) Type IS Portland Cement.
Type IS Portland blast furnace slag cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(e) Type IL Portland Cement.
Type IL Portland limestone cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

(f) Type IP Portland Cement.
Type IP Portland pozzolan cement shall meet the requirements of AASHTO M 240, Blended Hydraulic Cement.

815.02 Blank

815.03 Blank

815.04 Blank

815.05 Blank

815.06 Masonry Cement.

Masonry cement shall meet the requirements of ASTM C 91.

815.07 Chemical Properties.

The Specifications for all cements as covered by Articles 815.01 to 815.06, inclusive, are amended to the effect that the total alkali content of any cement used, calculated as the percentage of sodium oxide (Na_2O) plus the product of 0.658 times the percentage of potassium oxide (K_2O), shall not exceed 0.60 percent.

In addition to the above, for Type II cement covered by Article 815.02, the standard chemical requirement shown in Table 1 of AASHTO M 85 for Tricalcium Silicate (C_3S) is hereby waived.

815.08 Testing of Cement.

All cement furnished for use shall be tested before use or be from an approved producer meeting the requirements of ALDOT-227, Quality Control of Portland and Blended Hydraulic Cements, and listed on List I-2, PRODUCERS OF PORTLAND AND BLENDED CEMENT, of the Department's "Materials, Sources, and Devices With Special Acceptance Requirements" Manual. Refer to Subarticle 106.01(f) and ALDOT-355 concerning this list.

815.09 Flash Set and False Set.

Flash set and false set, as determined by ASTM C 451, shall be cause for rejection of the cement.

815.10 Unusual Appearance.

Unusual appearance as to color, etc. shall be sufficient grounds for rejection of the cement.

815.11 Use, Care, and Handling.

(a) Use.

1. Bulk cement will be permitted provided the bulk cement is handled as follows:
   a. Portland cement shall be measured by weight {mass}, considering that one bag of cement is equivalent to 94 pounds {42 kg} net of cement.
   b. Handling equipment and the equipment used for weight {mass} determination shall be inspected by the Engineer prior to use. Cement shall be fully protected from contamination or damage during handling.
   c. Bulk cement shall be batched by weight {mass}, and scales may be of either the beam or springless dial type and shall be the product of a reputable manufacturer. Scales shall be accurate to within a tolerance of 5 pounds per 1000 pounds {2 kg per 455 kg} net load in the hopper. The value of the minimum gradation of any scale shall not be greater than 0.1 percent of the scale capacity.
   d. Provisions shall be made to indicate to the operator that the required load in the hopper or container is being approached, such as a springless dial indicator or tare beam. Such device shall indicate at least the last 50 pounds {22 kg} of load.
   e. After the required weight {mass} of the cement is batched, it shall be protected from loss in handling or in transit.
2. Only cement of the same "Type" shall be used in the construction of any structure or unit (substructure or superstructure) except as permitted in writing. All cement in any container having lumps of cement or caked cement, or cement which for any reason has become damaged or partially set, shall be rejected. Cement salvaged from discarded or used bags shall not be used. Cement shall not be used while its temperature is more than 150 °F {65 °C}.
3. The Contractor shall keep accurate records of the deliveries of cement and its use in the work including that from ready-mix plants. Copies of these records shall be furnished the Engineer at the close of each day's work or 8 hour run, in such form as he may require, showing the quantity used during the day or run at each part of the work.

(b) Care and Handling.

1. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Cement not for immediate use shall be stored in suitable weather proof buildings. Buildings shall be placed in approved locations. Provisions for storage shall be ample and the shipment of cement as received shall be separately stored in such a manner as to provide easy access for identification and inspection of each shipment. On small structures, storage in the open may be permitted by authorization, in which case a raised platform and ample waterproof covering shall be provided. Stored cement shall meet the test requirements at any time after storage when a retest is ordered.
2. Cement of different types, even if tested and approved, shall be stored separately and shall not be mixed.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: January 5, 2023 GASP No. 22-GA0028

EFFECTIVE DATE: January 18, 2023

SUBJECT: Build America, Buy America Act.

Alabama Standard Specifications, 2022 Edition, SECTION 106 shall be amended as follows:

SECTION 106
CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements.

(a) General.

1. Federal Participating Projects.

Item 106.01(a)1 shall be replaced by the following:

1. Federal Participating Projects.

a. Steel and Iron Products (Buy America).

Steel/iron materials from the initial melting and mixing of these materials and all manufacturing processes including the stage of applying a coating to these materials (epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the coated material) that are permanently incorporated into the completed project shall be produced domestically (in the United States, its territories, or possessions). If any part of the project (defined by and including the NEPA document) is funded by Federal-aid, then the entire project must meet the Buy America provisions, including utility relocation reimbursements for Federal-aid funds authorized after October 1, 2012.

If the dollar amount of the foreign source steel/iron is less than $2,500 or 0.1% of the contract amount, whichever is greater, the foreign source steel/iron can be used in the project.

The Contractor shall provide certification that the steel/iron is domestically produced.

b. Build America, Buy America Act.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

The Contractor assumes the risk of including any foreign materials that are not exempt, including iron or steel, in the Contractor's bid.

The Contractor has the obligation to remove and replace non-BABA complaint material unless a waiver is granted for the use. No claims for contract adjustment (additional time, money, or both) will be made because of the non-BABA complaint material.

The Contractor shall provide certification that the construction materials defined under BABA are domestically produced. After work is completed on the project, the Contractor must submit a certification to the Engineer with the following information:

"I hereby certify that all construction materials furnished to the Alabama Department of Transportation for the construction of the above referenced project that are required to be compliant with the Build America Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion."

The Contractor may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Contractor's supporting documentation to verify compliance with the Buy America provisions at any time. The Contractor shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Contractor. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the iron or steel, manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such iron, steel, manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.

The Contractor shall not anticipate that any BABA preference provisions will be waived.

c. Convict Produced Materials.

Materials produced after July 1, 1991, by convict labor are prohibited from being incorporated in the work unless such materials have been:

- Produced by convicts who are on parole, supervised release, or probation from a prison or
- Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. "Qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

d. Cargo Preference Act.

Materials or equipment that are acquired solely for a Federal-aid project must comply with the requirements of 46 CFR 381. Clauses 46 CFR 381.7(a)-(b) are hereby incorporated into these Specifications by reference.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: August 29, 2023 GASP No. 22-GA0036

EFFECTIVE DATE: September 5, 2023.

SUBJECT: Contractor's Advertisement of Completion.

Alabama Standard Specifications, 2022 Edition, SECTION 105 shall be amended as follows:

SECTION 105
CONTROL OF WORK

105.15 Acceptance.

(c) Final Acceptance.

5. Contractor's Advertisement of Completion.

Item 105.15(c)5 shall be replaced by the following:

5. Contractor's Advertisement of Completion.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by publishing the notice for a minimum of three successive weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.

b. On a website that is maintained by a newspaper of general circulation in the county of counties in which the work, or some portion thereof, has been done.

c. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of the posting of the notice shall be given by the Contractor.

Proof of publication of said notice shall be made by the Contractor to the Director, by affidavit of the publisher.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: December 5, 2022 GASP No. 22-LD0001

EFFECTIVE DATE: January 1, 2023

SUBJECT: Liquidated Damages.

Alabama Standard Specifications, 2022 Edition, SECTION 108 shall be amended as follows:

SECTION 108
PROSECUTION AND PROGRESS

108.11 Schedule of Liquidated Damages.

Article 108.11 shall be replaced by the following:

108.11 Schedule of Liquidated Damages.

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 200,000	$1325	$2650
200,000	10,000,000	2725	5450
10,000,000	------	3350	6700

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

HR-DBE
Revised 06-08-2011

Date: 5-20-25

Letting Date: 5-21-25

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: Jermaine Gaines **PROJECT NUMBER:** TAPAA-TA17(938) **COUNTY:** Mobile

Quoter's Name	*Address*	*Telephone Number*	*DBE/Non-DBE*

Form OE-110
Revised 12-2018

Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Original ☒
Revised ☐

Project Number: TAPAA-TA17(935)
County: Mobile, AL
Letting Date: 5-21-25
Percent DBE Utilization Required: none

Contractor Name: Jermaine Gaines
Address: 712 Lakeside Dr
Mobile, AL 36693
Contract Amount: $ 197,588.00

DBE Firm Name & Certification Number	Type of Firm[3]	Pay Item No.	Description of Work (include quantities and subcontract unit prices *OR* list the type of work and attach additional pages for details)	Joint[4] Checks	Dollar Amount
Name: Gaines Utility Construction Company, LLC Cert. Number: 07-01301	DBE	100%	entire scope of contract		197,588.00
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					

Instructions:
1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with "Yes" in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: $ 197,588.00

Required Dollar Amount of DBE Utilization: none

ALDOT Approval: _____

Date: _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____.

County: _____.

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Project Number: _____

County: _____

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Certification of DBE Subcontractor: _____

DBE Certification Number: _____

Address: _____

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Form DBE-11
Revised 12-2016

ALABAMA DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____
County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within five (5) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

   DBE Firm Name: _____

   was or will be paid $ _____

   Note: this amount does / does not include gross receipts tax and bond.
   (circle one) (circle if applicable)

   This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

   If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: _____ signature	_____ signature
Name: _____ please print	_____ please print
Title: _____	_____
Date: _____	_____

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

   _____
   DBE Subcontractor/Supplier

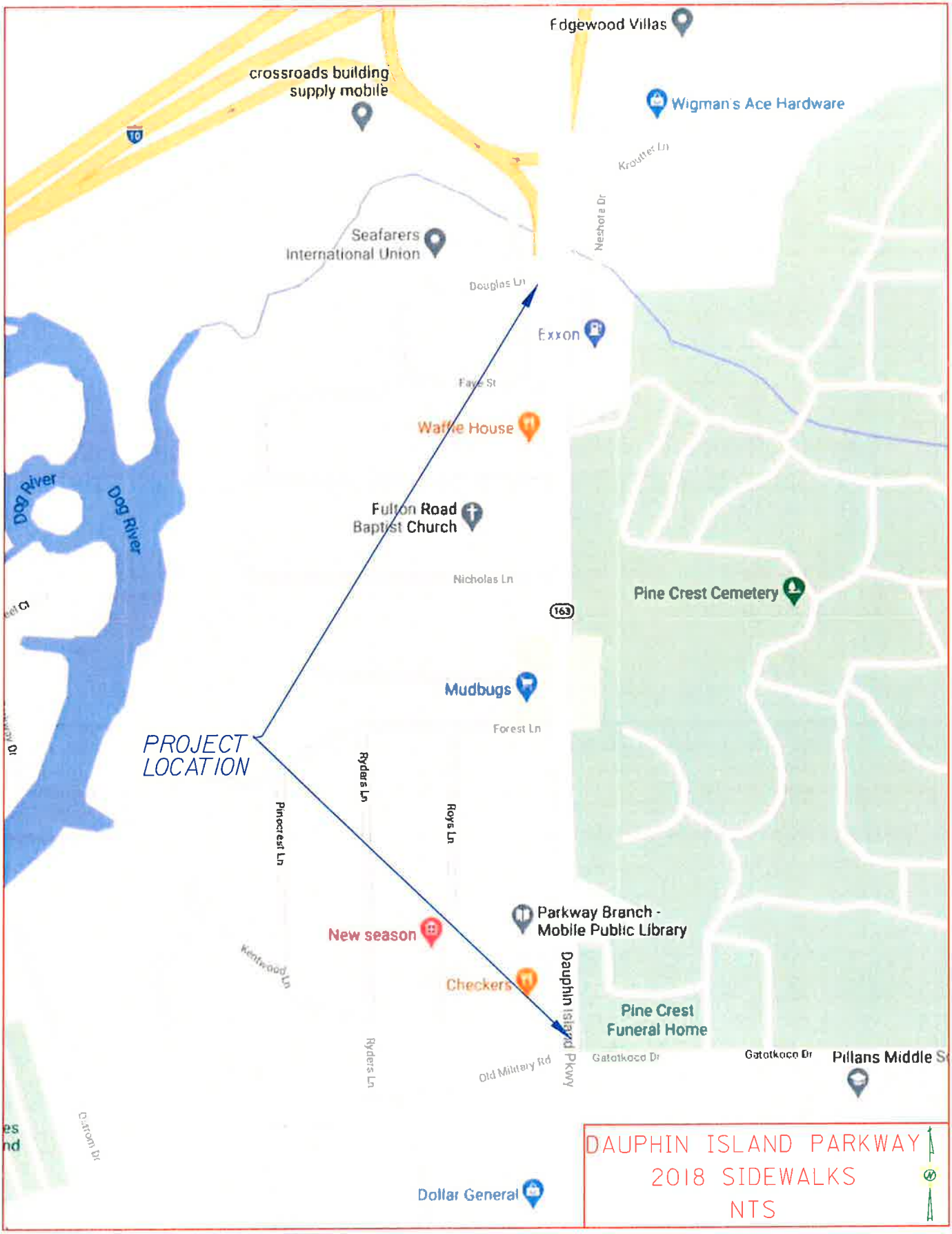
   By: _____
   signature

   Name: _____
   please print

   Title: _____

   Date: _____

ATTACHMENT "A"
LOCATION


Edgewood Villas
crossroads building supply mobile
Wigman's Ace Hardware
Seafarers International Union
Exxon
Waffle House
Fulton Road Baptist Church
Dog River
Dog River
Nicholas Ln
Pine Crest Cemetery
Mudbugs
Forest Ln
PROJECT LOCATION
Ryders Ln
Pinecrest Ln
Roys Ln
Parkway Branch - Mobile Public Library
New season
Checkers
Kentwood Ln
Dauphin Island Pkwy
Pine Crest Funeral Home
Gatotkoca Dr
Old Military Rd
Pillans Middle
Dollar General
DAUPHIN ISLAND PARKWAY
2018 SIDEWALKS
NTS

ATTACHMENT "B"
CONTRACTOR'S INSURANCE CERTIFICATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2025

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
11 W I-65 Service Road N
Suite 195
Mobile AL 36608

CONTACT NAME: Charlie McVea
PHONE (A/C, No, Ext): 205-558-7840 FAX (A/C, No): 251-470-1050
E-MAIL ADDRESS: charlie_mcvea@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Progressive Specialty Insurance Company	32786
INSURER C : The Sheffield Fund	
INSURER D : ACE American Insurance Company	22667
INSURER E :	
INSURER F :	

INSURED GAINUTI-01
Gaines Utility Construction Company, LLC
712 Lakeside Drive
Mobile AL 36693

COVERAGES **CERTIFICATE NUMBER:** 1265284226 **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 TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7038771792	3/25/2025	3/25/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			995078333	3/25/2025	3/25/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			7038774482	3/25/2025	3/25/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			3666300	1/1/2025	12/31/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A		HDOG48955940	1/1/2025	12/31/2025	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

General Liability coverage includes Blanket Additional Insured and Primary Non-Contributory status only as per written contract.

Auto Liability coverages includes Blanket Additional Insured and Blanket Waiver of Subrogation status only as per written contract.

Workers Compensation coverage includes Blanket Waiver of Subrogation status only as per written contract.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36623-1927

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GAINES UTILITY CONSTRUCTION COMPANY LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
712 LAKESIDE DR

Requester's name and address (optional)

6 City, state, and ZIP code
MOBILE, AL 36693

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	2	–	2	5	5	0	3	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 7-30-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 539447

Client Company ID Number: 2735813

Approved by:

Employer Gaines Utility Construction Company, LLC	
Name (Please Type or Print) Jermaine Gaines	**Title**
Signature Electronically Signed	**Date** 07-17-2025
E-Verify Employer Agent SOURCEPOINTEHR LLC	
Name (Please Type or Print) TERICA RICHARDSON	**Title**
Signature Electronically Signed	**Date** 07-17-2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07-17-2025

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 539447

Client Company ID Number: 2735813

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Gaines Utility Construction Company, LLC
Company Facility Address	712 Lakeside Drive Mobile, AL 36693
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	822550320
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

ATTACHMENT "C"

DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ __/__/____
(Title) (Date)

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2018-3005-16C
TRINITY GARDENS – 2018 STREET AND DRAINAGE IMPROVEMENTS
(HARPER AVE AND GREENBACK DR)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 2021.

Surety Company

_____ _____

Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2018-3005-16C
TRINITY GARDENS – 2018 STREET AND DRAINAGE IMPROVEMENTS
(HARPER AVE AND GREENBACK DR)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 2021.

By:_____

Title:_____

Notary Public:_____
My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP D7 Senior Center

CAPITAL PROJECT #: F535-001 (20002000-48010)

CONTRACT AMOUNT: $366,782.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-049-25

PROJECT DESCRIPTION: The work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.

VENDOR NAME: JPayne Organizations, LLC

VENDOR NUMBER: 294936

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:** ___**10/07/2025**

RESOLUTION

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

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: JPayne Organizations, LLC

Project Name: CIP D7 Senior Center

Project Number: PR-049-25

Amount: $366,782.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP D7 Senior Center

CAPITAL PROJECT #: F535-001 (20002000-48010)

CONTRACT AMOUNT: $366,782.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-049-25

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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:** 10/07/2025

10.06.2025

Dear Council Members:

Attached to this memo is an agreement between the JPAYNE ORGANIZATION and the City of Mobile, for the project titled “CIP D7 Senior Center” in the amount of $366,782.00.

We look forward to continued communication on this important project. Please call me at (251) 208-7627 or email me at elizabeth.miller@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Miller, Elizabeth
Project Manager
Architectural Engineering
(251) 208-7627

Information on this project is follows:

Commitment Type:	Performance
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

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

BETWEEN the City:

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

And the Contractor:

JPayne Organizations, LLC
2655 Airport BLVD
Mobile, AL 36606

City Business License No.: 79742
Secretary of State No.: 000-429-657

For the following Project:

CIP D7 Senior Center
6024 Lorma Road
Mobile, Alabama 36608

Project Number: PR-049-25

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and JPayne Organizations, LLC (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at 2655 Airport BLVD Mobile, AL 36606.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: City Insurance [Required]
Exhibit E: E-Verify Documents [If Applicable]
Exhibit F: Bidding And Contract Requirement Documents

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

WHEREAS, the City issued a bid package on August 6, 2025; and,

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

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

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

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of CIP D7 Senior Center (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

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

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Sixty Six Thousand Seven Hundred Eighty Two and 00/100 ($366,782.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$ 336,782.00
Contingency Allowance:	$30,000.00
Total Bid:	$366,782.00
Alternate: (if none available put N/A)	N/A
Total Contract Sum:	$366,782.00

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

Item: N/A Price: N/A

C. Contingency Allowance

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

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $366,782.00 for the entire

Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

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

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

IV. METHOD OF PAYMENT

A. Progress Payments

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

a. The amount of each progress payment shall first include:
    i. That portion of the Contract Sum properly allocable to completed Work;
    ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
    iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:
    i. The aggregate of any amounts previously paid by the City;
    ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
    iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
    iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
    v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

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

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

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) 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 once per week for a minimum of three (3) 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 JPayne Organizations, LLC has completed the contract for CIP D7 Senior Center, 6024 Lorma Road, Mobile, Alabama 36608, Project #PR-049-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives,

subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONTRACTORS INSURANCE

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

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

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

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. 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:

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

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.

3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Citys 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:

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

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

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract

Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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

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

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

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

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

K. 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.

L. 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.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of

commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. 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 City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City 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 City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. 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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City

and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than Ninety (90) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings
See Exhibit "F", List of Drawings and Specifications

D. Specifications
See Exhibit "F", List of Drawings and Specifications

E. Addenda, if any:

Number	Date
Addendum No. 1	August 15, 2025
Addendum No. 2	August 19, 2025
Addendum No. 3	August 26, 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.

F. Other Exhibits:
N/A

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

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

XI. LIQUIDATED DAMAGES

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

the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day, 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.

XII. FORCE MAJEURE

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

XIII. OBLIGATIONS OF THE CITY

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

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

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be

notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

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

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

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

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

XV. DISPUTE RESOLUTION

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

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

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

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

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

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

XVI. CONTRACTOR WARRANTY

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

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

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

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

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

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

within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

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

XVIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

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

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

CONTRACTOR:
JPayne Organizations, LLC
c/o Joseph Payne, Managing Partner
Contractor's Authorized Agent
2655 Airport Blvd
Mobile Al 36606

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

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

XIX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

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

XXI. WITHHOLDING PAYMENT DUE

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

XXII. CURE PLAN

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

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXIV. PEER REVIEW/VALUE ENGINEERING

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

XXV. ANTI-BOYCOTT

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

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

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

XXVIII. MISCELLANEOUS

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

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

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

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

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

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

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

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

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CONTRACTOR

By: _____

Joseph Payne, Managing Partner
Printed Name and Title

Date: 9/23/2025

State of ALABAMA }
County of MOBILE }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Joseph Payne whose name as Managing Partner of the JPayne Organizations LLC, 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 23rd day of September, 2025

Desiree M Coats
Notary Public
Print DESIREE M. COATS
My commission expires: 04-01-2029

(Seal)

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

CIP D7 SENIOR CENTER
PR-049-25

SUMMARY OF WORK EXHIBIT A:

Base Bid: The Work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.

Bond No.: 1001200232

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, JPayne Organizations, LLC, 2655 Airport BLVD Mobile, AL 36606, hereinafter called the Principal, and American Contractors Indemnity Company, 801 S. Figueroa St, Suite 700, Los Angeles, CA 90017, 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 Three Hundred Sixty Six Thousand Seven Hundred Eighty Two and 00/100 ($366,782.00) 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 CIP D7 Senior Center (PR-049-25) 6024 Lorma Road Mobile, Alabama 36608, 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: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph Payne, Managing Member

SURETY
Company: American Contractors Indemnity Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Bradford J. Quiri, Attorney-In-Fact

Resident Agent: N/A
(Signature)

Name and Title: N/A
Company Name: N/A
Address: N/A

Phone and Fax: N/A

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.

Bond No.: 1001200232

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, JPayne Organizations, LLC, 2655 Airport BLVD Mobile, AL 36606 , as Principal, and American Contractors Indemnity Company, 801 S. Figueroa St, Suite 700, Los Angeles, CA 90017, 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 Three Hundred Sixty Six Thousand Seven Hundred Eighty Two and 00/100 ($366,782.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete CIP D7 Senior Center (PR-049-25) 6024 Lorma Road Mobile, Alabama 36608, 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 Bradford J. Quiri, **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: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title:
Joseph Payne, Managing Member

SURETY
Company: American Contractors Indemnity Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Bradford J. Quiri, Attorney-In-Fact

Resident Agent: N/A
(Signature)

Name and Title: N/A
Company Name: N/A
Address: N/A

Phone and Fax: N/A

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber, Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**$5,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____day of_____, _____.

Corporate Seals
Bond No. 1001200232
Agency No. 19903 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

visit tmhcc.com/surety for more information

763-543-6993
Fax 763-512-0430

CCI SURETY

Toll Free 1-866-317-3294

1710 N. Douglas Dr., Suite 110 • Golden Valley, MN 55422

September 23, 2025

Obligee Name: City of Mobile
Obligee Address: P.O. Box 1827, Mobile, AL 36633

Subject: Authority to Date Bonds and Powers of Attorney
Principal: JPayne Organizations, LLC
Bond No.: 1001200232
Project: CIP D7 Senior Center (PR-049-25) 6024 Lorma Road Mobile, Alabama 36608

Dear Sir or Madam,

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement, but not earlier than the date of this letter.

Once dated, please send a copy of the ***dated*** bond to our office:

Amanda Quigley
1408 N. Westshore Blvd., Suite #120
Tampa, FL 33607

Best Regards,

Bradford J. Quiri, Attorney-In-Fact
bradford_quiri@rpsins.com

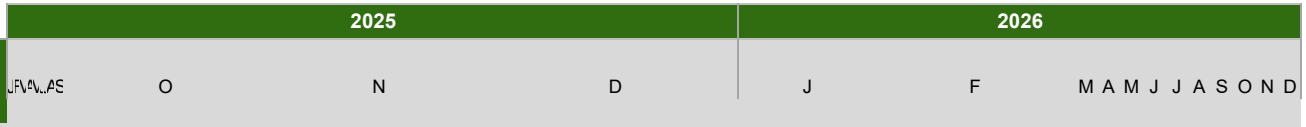
JPayne Construction Schedule

Hillsdale Senior Center Construction Schedule

Completed HIGHLIGHTED

UPDATED9/24/25

TASK DESCRIPTION	PLAN START	PLAN END	TYPE
			Color
Mobilization	10/15/2025	1/15/2026	G
Demo	10/15/2025	10/20/2025	P
Electrical Roughin	10/20/2025	11/20/2025	R
Plumbing Roughin	10/20/2025	11/20/2025	B
HVAC Roughin			P
			R
Electrical Topout	12/1/2025	12/18/2025	X
Plumbing Topout	12/1/2025	12/18/2025	G
HVAC Topout	12/1/2025	12/18/2025	B
			Y
Door Installation	12/15/2025	12/15/2025	G
Window Installation	11/15/2025	11/20/2025	
Floor Installation	1/1/2026	1/7/2026	
			X
Cabinet & Counter	1/2/2026	1/8/2026	R
Painting	12/8/2025	12/16/2025	
			X
			B
			Y



Construction Schedule Template © 2017 by Vertex42.com

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AN
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO: 1/0/1900

A	B	C	D	E	F	G		H	I
Item No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	**Mobilization**	$27,282.00				$0.00	0.00%	$27,282.00	$0.00
2	**Demo**	$6,000.00				$0.00	0.00%	$6,000.00	$0.00
3	**Electric**	$85,000.00				$0.00	0.00%	$85,000.00	$0.00
4	**HVAC**	$65,000.00				$0.00	0.00%	$65,000.00	$0.00
5	**Plumbing**	$67,000.00				$0.00	0.00%	$67,000.00	$0.00
6	**Flooring**	$9,000.00				$0.00	0.00%	$9,000.00	$0.00
7	**Painting**	$7,000.00				$0.00	0.00%	$7,000.00	$0.00
8	**Cabinet & Counter**	$15,000.00				$0.00	0.00%	$15,000.00	$0.00
9	**Window**	$25,000.00				$0.00	0.00%	$25,000.00	$0.00
10	**Carpentry**	$9,000.00				$0.00	0.00%	$9,000.00	$0.00
13	**Doors**	$7,000.00				$0.00	0.00%	$7,000.00	$0.00
14	**Soffit Work**	$14,500.00				$0.00	0.00%	$14,500.00	$0.00
15						$0.00	#DIV/0!	$0.00	$0.00
16	**Contingency**	$30,000.00				$0.00	0.00%	$30,000.00	$0.00
17						$0.00	#DIV/0!	$0.00	$0.00
18						$0.00	#DIV/0!	$0.00	$0.00
19						$0.00	#DIV/0!	$0.00	$0.00
20						$0.00	#DIV/0!	$0.00	$0.00
21						$0.00	#DIV/0!	$0.00	$0.00
22						$0.00	0.00%	$0.00	$0.00
23						$0.00	0.00%	$0.00	$0.00
24						$0.00	0.00%	$0.00	$0.00
25						$0.00	0.00%	$0.00	$0.00
26						$0.00	0.00%	$0.00	$0.00
27						$0.00	0.00%	$0.00	$0.00
28						$0.00	0.00%	$0.00	$0.00
	SUBTOTALS PAGE 2	$366,782.00	$0.00	$0.00	$0.00	$0.00	0.00%	$366,782.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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	JPayne Organization LLC
Address	2655 Airport Blvd Mobile Al 36606
Telephone	251-454-1154
E-Mail	J.Payne@Live.com

RFP/RFQ Solicitation Number	PR 049-25
Project Description	D7 Senior Center
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 6 Female 1 Minority 7 Non-minority _____ SDVO _____ Total number of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne

Signature: _____ Date: 8/26/25

Title: Managing Partner

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: Joseph Payne Title: Managing Partner

Email: J.Payne@Live.com Phone: 251-471-1154

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 (Cont'd

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

Please Print Company JPayne Organization LLC Your Bid/Proposal Amount $ 373782 Date: 8/26/25

Description D7 Senior Name of Bidder/Proposer: Joseph Payne

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
JPayne Organization	2514541154.	Manage all other.	100,000.	32%.	Y	
Roto Rooter.	2515103521	Plumbing.	50,000.	16%.	N	
Brunsons	2516542581.	HVAC.	57000.	18%.	N	
New Rock	2514214132.	Electrical.	85000.	27%.	N	
Port City Glass.	2513799934	Window.	25000.	8%.	N	
Ladsco.	4793669460.	Doors.	6000.	2%.	N	
WXP LLC.	2516899608.	Carpentry.	11000.	4%.	N	
Freedom Construction.	2512696435.	Demolition.	7000.	3%.	N	

Form 2: Good Faith Effort Documentation

Name of Bidder: JPayne Organization LLC

Contact Person: Joseph Payne Phone: 251 454-1154 Email: J.Payne@live.com

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

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

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer **jpayne organization**

Joseph Payne	Owner
Name (Please Type or Print)	**Title**
	6/26/13
Signature	**Date**

E-Verify Employer Agent **Alabama Department of Homeland Security**

Donyelle Marshall	
Name (Please Type or Print)	**Title**
Electronically Signed	06/26/2013
Signature	**Date**

Department of Homeland Security – Verification Division

Name (Please Type or Print)	**Title**
Signature	**Date**

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: jpayne organization

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address:	2655 airport blvd
	mobile, AL 36606
County or Parish:	MOBILE
Employer Identification Number:	202394360
North American Industry Classification Systems Code:	813
Administrator:	Joseph Payne
Number of Employees:	1 to 4

Alabama Secretary of State

JPayne Organizations, LLC	
Entity ID Number	000-429-657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/ RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

Browse Results New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2025

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 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 Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 251-660-0076 **FAX (A/C, No):** 251-660-1594 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** CRC/Evanston Ins Co
INSURED JPayne Organizations, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR ✔ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ✔ PRO-JECT ☐ LOC	X	X	3AA932476	09/04/25	09/04/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CIP D7 Senior Center PR-049-25

City of Mobile is included as additional issured with respect to general liability , the general liability shall be primary non contributory with any other insurance in force, waiver of subrogation applies in favor of the City of Mobile a 30 day notice of cancellation for non renewal or material change shall apply except 10 days for non payment

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Richard F. Thompson Sr.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2025

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

State Farm

STATE FARM INSURANCE
STEVE HOLLEY, AGENT
7221 GRELOT RD STE A
MOBILE AL 36695

CONTACT NAME: ASHLEY BUTLER
PHONE (A/C, No, Ext): 2517767797 FAX (A/C, No): 2517767705
E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JPAYNE ORGANIZATION, LLC
JOSEPH PAYNE
2655 AIRPORT BLVD
MOBILE AL 36606

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	225 8175-E20-01C	05/20/2025	11/20/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ 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)	$
								$
B	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	01-BZ-M431-8	04/29/2025	04/29/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	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)

City of Mobile is included as an Additional Insured in respect to Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
CIP D7 Senior Center : PR-049-25

CERTIFICATE HOLDER

City of Mobile
PO BOX 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ashley Butler

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 09/23/2025

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

AGENCY	PHONE (A/C, No, Ext): +1 800 431 4836
INSURANCELINK PO BOX 10197 JACKSONVILLE, FL 32247-0197	
FAX (A/C, No):	E-MAIL ADDRESS: info@insurancelinkdirect.com
CODE: 61146437	SUB CODE:
AGENCY CUSTOMER ID #:	

COMPANY

American Zurich Insurance Company

INSURED

JPayne Organization LLC
2655 Airport Blvd
Mobile, AL 36606

LOAN NUMBER	POLICY NUMBER
	BR78242670

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
10/07/2025	04/07/2026	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

6024 Lorma Road; Project# PR04925 - CIPD7 Senior Center
Mobile, AL 36608

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$1,000
Renovations and Improvements	$366,782	
Existing buildings or structures	$250,000	
All Covered Property at all Locations	$616,782	

REMARKS (Including Special Conditions)

Wind Deductible 3%

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

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

☐	MORTGAGEE	✘	ADDITIONAL INSURED
☐	LOSS PAYEE	☐	

LOAN #

AUTHORIZED REPRESENTATIVE

Chelsea Amanda Dierking

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Phone: (251)208-7896

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2025

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	CONTACT NAME: Nelson Martin	
Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	PHONE (A/C, No, Ext): (251)344-0427	FAX (A/C, No): (251)380-0002
	E-MAIL ADDRESS: n.martin@millsapsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ALABAMA HOME BUILDERS FUND	
INSURED Joseph Payne DBA: JPayne Organizations, LLC 2655 Airport Blvd. Mobile, AL 36606	INSURER B : Safety National Casualty Corporation	15105
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00010690-241217082836** **REVISION NUMBER: 9**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	37211	01/01/2025	12/31/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Work Comp			SP4067497	01/01/2025	12/31/2025	Excess	1,000,000

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

Project: CIP D7 Senior Center
Project #PR-049-25

By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

S. Nelson Martin

(SNM)

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PROJECT MANUAL

FOR

CIP D7
Senior Center
6024 Lorma Road
Mobile, Alabama 36608

Project #PR-049-25

August 6, 2025

Jaguar Consulting, LLC
8658 Capital Dr N
Mobile, Alabama 36695

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

Bid Date: August 27, 2025

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders
  - AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00400 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement between City of Mobile and Contractor for a Stipulated Sum (with Owner's modifications)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment
    - AIA Document G702 and
    - AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion
    - AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims
    - AIA Document G706
  - Contractor's Affidavit of Release of Liens
    - AIA document G706A
  - Consent of Surety to Final Payment
    - AIA Document G707
  - E-Verify Documentation (Sample)
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS
- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01230 Alternative Bid Items
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
- Section 017823 Operation and Maintenance Data
- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
- Section 02400 Demolition and Structure Moving

DIVISION 3 CONCRETE
DIVISION 4 MASONRY
DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC

Section 06100 Rough Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 07260 Vapor Retarders
Section 07920 Joint Sealants

DIVISION 8 DOORS AND WINDOWS
Section 08110 Non-security Steel Doors and Frames
Section 08711 Door Hardware

DIVISION 9 FINISHES
Section 09900 Paintings and Coatings

DIVISION 10 SPECIALTIES
Section 10280 Toilet Accessories
Section 10431 Sign
Section 10525 Fire Extinguishers

DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
DIVISION 24 ELECTRICAL

DRAWINGS:

T1.0 Overall Title Sheet
BCS1 Architectural Building Code Summary
LSP1 Architectural Life Safety Plan & Analysis
AS1 Architectural Site Plan - Existing
A1.1 Architectural Plans - Notes & Schedules
A2.1 Architectural Interior Elevations & Details
A2.2 Architectural Interior Elevations & Details
A3.1 Architectural Sections & Details
A4.1 Architectural Signage & Furniture, Fixture & Equipment
A5.1 Architectural Door & Window Schedules
P1.0 Plumbing Schedules and Notes
P2.0 Plumbing Demo Plan
P2.1 Plumbing New Work Plan
P3.0 Plumbing Details
M1.0 HVAC Schedules And Notes
M2.0 HVAC Demo Plan
M2.1 HVAC New Work Plan
M3.0 HVAC Details
E1.0 Electrical Legend & Specifications
E2.0 Electrical Lighting Plans
E2.1 Electrical Schedules & Details
E3.0 Electrical Power Plans
S1.0 Structural Plans & Details

SECTION 00100
INVITATION TO BID

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

PROJECT NAME: CIP D7 Senior Center
PROJECT LOCATION: 6024 Lorma Road, Mobile, Alabama 36608
PROJECT NUMBER: PR-049-25

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 27th day of August. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

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

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

2 SPECIFICATIONS AND DRAWINGS:

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

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

C. **Addenda will be posted on the City of Mobile Bidding Website.** https://www.cityofmobile.org/bids/

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

E. Product Substitutions must be pre-approved before the bid (see Section 01635 Substitution Procedures for requirements).

3 BID SURETY: Required on Bids $50,000.00 or more

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

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

7 NON-RESIDENT CONTRACTORS:

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

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

8 PRE-BID CONFERENCE:

A. A pre-bid conference will be held on August 13, 2025, at 9:00 am on site at the Pavilion behind the building. Note that any information conveyed by facility personnel outside written addenda is not official.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed,

opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words **"SEALED BID FOR CIP D7 SENIOR CENTER - PROJECT NUMBER: PR-049-25".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, AUGUST 27, 2025.**

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

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

10 EQUAL OPPORTUNITY:

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

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

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

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

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

11 ADDITIONAL BIDDING PROCEDURES:

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

12 STATE OF ALABAMA IMMIGRATION ACT

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

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

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

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

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

14 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records prior to performing any work on the contract and shall attach to bidding documentation.

END OF SECTION 00100

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

AIA® Document A701® – 2018

Instructions to Bidders

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

«CIP D7 Senior Center »
«6024 Lorma Road »
«Mobile, AL 36608 »
«PR-049-25 »

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

City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

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

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

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

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6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9 NONDISCRIMINATION

10 USE OF DOMESTIC PRODUCTS

11 PREFERENCE TO RESIDENT CONTRACTORS

12 PRE-BID REQUIREMENTS

13 POST-BID REQUIREMENTS

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.

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

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

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User Notes: (1969713257)

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

1.10 A non-resident Bidder or Sub-bidder is one who

a. Is neither organized nor existing under the laws of the State of Alabama
b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

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User Notes: (1969713257)

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

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Paragraphs deleted)
§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.
(Paragraphs deleted)

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

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

§ 3.3 Substitutions

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

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§ 3.3.2 Substitution Process

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

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

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

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

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

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

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

§ 3.4 Addenda

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

(Paragraphs deleted)

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for

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completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:
(Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding $10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

(Paragraph deleted)

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs deleted)

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

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.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

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§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

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

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500 nor more than 20 percent of the gross amount of the contract price.

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

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

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

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

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type

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of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

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

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

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City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

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8 ~~ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9 NONDISCRIMINATION

10 USE OF DOMESTIC PRODUCTS

11 PREFERENCE TO RESIDENT CONTRACTORS

12 PRE-BID REQUIREMENTS
13 POST-BID REQUIREMENTS

PAGE 2

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

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

1.10 A non-resident Bidder or Sub-bidder is one who
a. Is neither organized nor existing under the laws of the State of Alabama
b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

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

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§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

...

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

...

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ~~seven~~ five (5) calendar days prior to the date for receipt of Bids. ~~*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*~~

...

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

PAGE 4

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

...

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

...

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

...

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

...

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

...

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

PAGE 5

§ 4.2.1 Each Bid shall be accompanied by the following bid ~~security:~~security if so required in the Bidding Documents:

...

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding $10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. ~~In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~

...

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. ~~However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.~~

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

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Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be ~~accepted.~~accepted and will be returned unopened.

...

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid ~~security~~ security, if required, shall be in an amount sufficient for the Bid as resubmitted.

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

...

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding ~~Documents.~~ Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 ~~Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and~~ The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

...

~~**§ 6.2 Owner's Financial Capability**~~
~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, ~~as soon as practicable~~ within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

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.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

...

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

...

~~(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)~~

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

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§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ~~three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.~~ten (10) calendar days from receiving the Construction Contract forms for signature.

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

...

~~ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the

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City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500 nor more than 20 percent of the gross amount of the contract price.

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

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

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

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

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

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Land Use/Code Administration	Revenue Department
P. O. Box 1827	P. O. Box 1827
Mobile, Alabama 36633-1827	Mobile, Alabama 36633-1827
Phone: 251.208.7421	251.208.7461

13.2 E-VERIFY DOCUMENTATION

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

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

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

~~**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.4** Building Information Modeling Exhibit, if completed:~~

~~**.5** Drawings~~

~~**Number**~~	~~**Title**~~	~~**Date**~~

~~**.6** Specifications~~

~~**Section**~~	~~**Title**~~	~~**Date**~~	~~**Pages**~~

~~**.7** Addenda:~~

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Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[–] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

___

[–] The Sustainability Plan:

Title	Date	Pages

[–] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:01:47 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

1. BIDDING DOCUMENTS:

   A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

   B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

   C. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer assume responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

   A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

   B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM August 20, 2025. E-mail requests are required and should be addressed to the Project Manager elizabeth.miller@cityofmobile.org . Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

   C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the costliest and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

   A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

   B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

   C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

   D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work and fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

B. **Request for substitutions shall be entertained pre-bid only. Submit requests in accordance with Section 01635 Substitutions via e-mail to the Project Manager by 3:00 pm August 20, 2025.**

6. SUBMISSION OF BIDS:

   A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR CIP D7 SENIOR CENTER: PR-049-25", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

   B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

   C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

   D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

   A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

   A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

   B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

   C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

   D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

   A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
   (1). Performance Bond and Labor and Material Payment Bond (originals);
   (2). Certificate of Insurance (original) with endorsements to City of Mobile;
   (3). Evidence of enrollment in the E-Verify program.
   (4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

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

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461p

18. CITY OF MOBILE BUILDING PERMIT:

A. City of Mobile Building Permits are required and shall be obtained from the Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery.

B. At all buildings that will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the various buildings between 7:30 am and 5:00 pm or as otherwise scheduled with the Facility Maintenance Staff. Schedules to be discussed at the meeting referenced in part B directly above.

D. The Contractor may be allowed additional construction days due to inclement conditions (“rain days”) only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A “rain day” is defined as more than a “trace” (0.10”) of rain falling within a given 24-hour period. The Contractor shall provide documentation and formally request any “rain days” they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor’s responsibility to carefully remove and store any items not permanently installed within the work areas. It is strongly recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each workday. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is

responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission website at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for CIP D7 Senior Center - PR-049-25, 6024 Lorma Road, Mobile, Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a ten (10) year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-049-25
PROJECT NAME: CIP D7 Senior Center
PROJECT LOCATION: 6024 Lorma Road
Mobile, Alabama, 36608

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Jaguar Consulting, LLC, dated August 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: $_____.00

Contingency Allowance: + $ 30,000.00

Total Base Bid: $_____.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____Dollars, ($ _____**.00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Provide cost of Warming Kitchen equipment.

_____Dollars & No Cents $_____.00
Amount in Words Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $30,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2025**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:** _____

Name of Project: CIP D7 Senior Center

Project Number: PR-049-25

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$_____
ADDITIVE ALTERNATE #1:	$_____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

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.

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	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

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

Name: _____Title: _____

Email: _____Phone: _____

Contact Office of Small Business Development for questions on completing this form.
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_____ Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

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

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		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.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

SECTION 00500
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM whereas of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

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

BETWEEN the City: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: _____
_____
_____

City Business License No.: _____

For the following Project: **CIP D7 Senior Center**
6024 Lorma Road
Mobile, Alabama 36608

Project Number: PR-049-25

DRAFT SUBJECT TO CHANGE

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and _____(Company full name) (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at _____ (company address.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Fee Schedule
Exhibit D: City Insurance [Required]
Exhibit E: E-Verify Documents [If Applicable]
Exhibit F: Bidding And Contract Requirement Documents

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

WHEREAS, the City issued a bid package on _____ [insert date]; and,

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

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

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

DRAFT SUBJECT TO CHANGE

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of CIP D7 Senior Center (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

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

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 ($_____), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$_____
Contingency Allowance:	$_____
Total Bid:	$_____
Alternate: (if none available put N/A)	$_____
Total Contract Sum:	$_____

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

Item: _____ Price: _____

C. Contingency Allowance

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

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $_____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its

DRAFT SUBJECT TO CHANGE

duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

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

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

IV. METHOD OF PAYMENT

A. Progress Payments

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

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;

DRAFT SUBJECT TO CHANGE

ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.

iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:

i. The aggregate of any amounts previously paid by the City;

ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;

iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and

v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage

a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:

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

ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

DRAFT SUBJECT TO CHANGE

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) 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 once per week for a minimum of three (3) 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.)

DRAFT SUBJECT TO CHANGE

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CIP D7 Senior Center, 6024 Lorma Road, Mobile, Alabama 36608, Project #PR-049-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

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parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONTRACTORS INSURANCE

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

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

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

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. 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:

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

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.

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7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Citys 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:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

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

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

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

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

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

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

K. 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.

L. 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.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

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

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy

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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 City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City 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 City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. 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.

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VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work

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will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date
_____	_____	_____

D. Specifications

Section	Title	Date
_____	_____	_____

E. Addenda, if any:

Number	Date
_____	_____

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

F. Other Exhibits:

_____

[insert exhibit list]

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form
		Accounting of Sales Tax Form C-3A
		Office of Supplier Diversity Subcontracting and Major Supplier

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		Plan
e.	Section 00500	Master Agreement Between City of Mobile and Contractor for a Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond Certificate of Liability Insurance (Sample COI) E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
g.	Section 00700	General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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XII. FORCE MAJEURE

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

XIII. OBLIGATIONS OF THE CITY

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

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

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

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

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

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

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

XV. DISPUTE RESOLUTION

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

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

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

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

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

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

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XVI. CONTRACTOR WARRANTY

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

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

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

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

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

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

XVII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall

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not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

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

XVIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

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

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

CONTRACTOR:
_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]
_____

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

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

XIX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during

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performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

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

XXI. WITHHOLDING PAYMENT DUE

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

XXII. CURE PLAN

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

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XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXIV. PEER REVIEW/VALUE ENGINEERING

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

XXV. ANTI-BOYCOTT

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

XXVI. NON-DISCRIMINATION

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

XXVII. COMPLIANCE WITH IMMIGRATION LAW

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

XXVIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No

DRAFT SUBJECT TO CHANGE

Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

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

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

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

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

DRAFT SUBJECT TO CHANGE

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

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

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

DRAFT SUBJECT TO CHANGE

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

CONTRACTOR

By: _____

_____
Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or 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 ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By:_____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

DRAFT SUBJECT TO CHANGE

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE [REQUIRED]

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

EXHIBIT F: BIDDING AND CONTRACT REQUIREMENT DOCUMENTS

DRAFT SUBJECT TO CHANGE

SECTION 00600
BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. CERTIFICATE OF LIABILITY INSURANCE. (Sample COI)

D. E-Verify Documentation (Sample)

E. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

F. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

G. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

H. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

I. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

J. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 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 CIP D7 Senior Center (PR-049-25), 6024 Lorma Road Mobile, Alabama, 36608, 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: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208- 7454

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor**,** _____, _____, _____ , as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete CIP D7 Senior Center (PR-049-25), 6024 Lorma Road, Mobile, Alabama, 36608, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____**Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

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

Project Name: Project Numb

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's 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 P. O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: [X]
ARCHITECT: [ ]
CONTRACTOR: [X]
FIELD: [ ]
OTHER: [ ]

TO OWNER:
(Name and address)
City of Mobile,Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-1827

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Mobile OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT FOR:** General Construction **CONTRACT DATED:**	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

Print Page Reset Form

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name _____

City Vendor No. _____ Tax Identification No. _____
(if available)

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

EFT Contact Email _____
(required for EFT payment notification emails)

Bank Name _____

Routing Number _____ Account Number _____

Account Type ☐ Checking or ☐ Savings

Authorized Official (print) _____

Authorized Official (signature) _____ Date 12/28/2018

For City Use Only: Vendor No. _____ Entered Date _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ 12/28/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
CIP D7 Senior Center
6024 Lorma Road
Mobile, AL 36608

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall 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.

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§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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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 Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

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Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 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.

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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 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.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 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

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 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

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submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

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

§ 9.3.2 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.

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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

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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.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)
§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

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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

§ 11.2.2 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.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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§ 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.

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§ 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. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work

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or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall ~~secure and pay for the building permit as well as for~~ **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
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§ 3.10.1 The Contractor, ~~promptly~~ **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.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

...

§ 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.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
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§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ **The apparent low bidder, with (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be~~

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~~increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ **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. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

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.4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.2 Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~**actually incorporated or consumed in the work;**

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ **by** the Contractor or others;

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1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution; ~~; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

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1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ **The** Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required,~~ 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 if provided for in the Contract Documents.~~retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ **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.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

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§ 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.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **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 ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **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.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 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

...

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ () to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 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.~~start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

...

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner ~~shall~~ **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

...

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ **may** be determined **only** as provided in Article 15 and Article 7.
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~~**§ 11.3 Waivers of Subrogation**~~
~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

...

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

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~~**§ 13.5 Interest**~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
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§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ **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
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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

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.
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§ 15.2.2 The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ **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 ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~.

~~**§ 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~~

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~~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.~~

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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to~~

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~~be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:05:40 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: power, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:
Base Bid: The Work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.
Additive Alternate: Provide cost of Warming Kitchen equipment.

B. Contract Description: Stipulated sum.

C. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After the approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery. Substitutions on named equipment shall be considered pre-bid only.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application. Submit DBE Utilization Form with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals at least every week while work on site is proceeding.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit electronic submittals to the Project Manager. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract

Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide his own temporary facilities. Use of facility facilities is not possible.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified: **Equal alternate products to be approved by Owner as PRE-BID Substitutions. Submit product data as required in SUBSTITUTIONS.**

1.34 SUBSTITUTIONS

A. **Architect/Engineer will consider requests for Substitutions only Pre-Bid. Submit requests by August 20, 2025 by 3:00pm via e-mail to Project Manager elizabeth.miller@cityofmobile.org.**

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents. Comply with procedures and documentation as per Section 01635 Substitutions.

C. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of ten (10) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of thirty thousand Dollars ($30,000.00).

END OF SECTION

SECTION 01230

ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes
1. Documentation of changes to Contract Sum and/or Contract Time.

B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.

C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

B. Individual specification sections identified.

1.4 PROCEDURES

A. Alternates will be exercised at the option of Owner.

B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.5 DESCRIPTION OF ALTERNATES

A. Alternate #1: Provide cost of Warming Kitchen equipment.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, Engineer, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project

including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.

D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.p

E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and

telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:

1. Activity Duration
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 days for startup, testing and training.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Documentation shall include trades and activities that were adversely impacted by the weather.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

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1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
1. Submittals for Review
2. Closeout Submittals.

B. Include for each submittal:
1. Specification section number.
2. Description of submittal.
3. Type of submittal.
4. Anticipated submittal date.

C. Submit one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

C. Submit one (1) pdf copy. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. **Named products and products that are scheduled to be direct replacements must obtain substitution approval prior to bid**. If a substitution is approved, all costs to provide a complete and turn key project that may be associated with the substitution shall be included in the Bid.

C. Related Sections:
   1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance for outages less than 1 hour in duration and two (2) months in advance for outages over 1 hour in duration.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove

in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Re-grade and sod any disturbed grass areas.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer’s signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.

9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:

a. Project name.
b. Date.

c. Name of Engineer.
d. Name of Contractor.
e. Page number.

3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Engineer will return annotated file.
b. PDF electronic file. Engineer will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
i. Remove labels that are not permanent.
j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
n. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01731
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes procedural requirements for cutting and patching.

B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.

C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials identical to existing materials to the maximum extent available.

B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Provide temporary support of work to be cut.

B. Protect existing conditions during cutting and patching to prevent damage.

C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.

1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for systems, subsystems, and equipment.
   2. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. See Divisions 01 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit two copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.

   2. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.

4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Submit demonstration and training video for all lighting control systems.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

   1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 02400 DEMOLITION AND STRUCTURE MOVING

PART 1 - GENERAL

1.01 SUMMARY

A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal.

B. Types of Demolition Work include, but are not limited to the following items:
   1. Interior non-loadbearing masonry walls as indicated on Drawings and as required to accommodate new construction.
   2. Relocate interior door openings within interior non-loadbearing masonry walls as indicated on Drawings and as required to accommodate new construction.
   3. Exterior windows as indicated on Drawings and as required to accommodate new construction.
   4. Existing Mechanical, Electrical and Plumbing fixtures as indicated on Drawings and as required to accommodate new construction.

1.02 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.03 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
   1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.

B. Schedule of building demolition with starting and ending dates for each activity.

C. Inventory of items to be removed and salvaged.

D. Predemolition photographs or video.

E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.04 QUALITY ASSURANCE

A. Predemolition Conference: Conduct conference at Project site, unless noted otherwise.

1.05 PROJECT CONDITIONS

A. Building to be demolished will be vacated and their use discontinued before start of the Work.

B. Pavilions, tennis courts and parking lot immediately adjacent to project building will be open to the public during construction. Conduct demolition work so operations of occupied facilities and the use of the parking lot will not be disrupted.
1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.

2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

C. Owner assumes no responsibility for buildings and structures to be demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.

2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Architect. Hazardous materials will be removed by Owner under a separate contract.

E. On-site storage or sale of removed items or materials is not permitted.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Inventory and record the condition of items to be removed and salvaged.

3.02 PREPARATION

A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving the fixtures or structures to be demolished.
   1. Owner will arrange to shut off indicated utilities when requested by Contractor.

   2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.

   3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

   4. Do not start demolition work until utility disconnecting and sealing have been completed.

B. Salvaged Items:
   1. Clean salvaged items of dirt and demolition debris.

   2. Pack or crate items after cleaning. Identify contents of containers.

   3. Store items in a secure area until delivery to Owner.

   4. Transport items to storage area indicated on Drawings.

   5. Protect items from damage during transport and storage.

3.03 PROTECTION

A. Existing Facilities: Protect adjacent walkways, pavilions, tennis courts, fencing, posts & railings, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.

C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated
   1. Protect adjacent buildings and facilities from damage due to demolition activities.

   2. Protect existing site improvements, appurtenances, and landscaping to remain.

   3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

   4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.

7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.04 DEMOLITION

A. General: Demolish indicated portions of the existing building as shown in the drawings completely. Use methods required to complete the Work within limitations of governing regulations.
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.

2. Maintain fire watch during and for at least 8 hours after flame cutting operations.

3. Maintain adequate ventilation when using cutting torches.

4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Explosives: Use of explosives is not permitted.

D. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

E. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

F. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials.

G. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

H. Promptly repair damage to adjacent components of the existing building caused by demolition operations.

3.05 CLEANING

A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Do not burn demolished materials.

B. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION

SECTION 06100 ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

Section Includes:

1. Framing with dimension lumber
Wood blocking and nailers.
Wood sleepers.
Plywood backing panels.
Exposed plywood.

1.02 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. SPIB: The Southern Pine Inspection Bureau.
2. WWPA: Western Wood Products Association.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.04 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Shear panels.
3. Power-driven fasteners.

4. Powder-actuated fasteners.
5. Expansion anchors.

1.05 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Comply with structural notes as indicated on Drawings.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.02 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat all rough carpentry unless otherwise indicated.

2.03 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:

1. Mixed southern pine; SPIB.
2. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine; No. 2 grade; SPIB.
2. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.04 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.05 EXPOSED PLYWOOD

A. Where plywood will be exposed to view, provide 1/2 inch unless otherwise specified or shown on Drawings. Unless specifically stated otherwise, all exposed plywood shall be painted or stained from standard colors as selected by Architect.

2.08 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Power-Driven Fasteners: NES NER-272.

1. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed

when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

C. Stainless-Steel Sheet: ASTM A 666, Type 304.

1. Use for exterior locations and where indicated.

PART 2 - EXECUTION

3.01 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

B. Install plywood backing panels by fastening to CMU; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.

C. Do not splice structural members between supports unless otherwise indicated.

D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Comply with structural notes as indicated on Drawings.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

3.02 WOOD SLEEPER, BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install

continuous flexible flashing separator between wood and metal decking.

3.04 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet or sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 07260 VAPOR RETARDERS

PART 1 - GENERAL

1.01 SUMMARY

Section Includes:

1. Vapor retarder under concrete floor slab.
2. Concrete curing paper on top of freshly poured concrete floor slab.
3. Floor protection paper used for positive protection of finished floors.

1.02 ACTION SUBMITTALS

Product Data: Manufacturer's technical product data, installation instructions and recommendations for products specified.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

Drawings and specifications are based on products manufactured by Fortifiber Corporation, 300 Industrial Drive, Fernley, NV 89408. Tel. (800) 773-4777.

Equivalent products by the following manufacturers are acceptable:

1. Grace Construction Products, Cambridge, Ma. Tel: (800) 444-6459.
2. Griffolyn ® Division, Reef Industries, Inc., Houston, TX. Tel: (800) 231-6074.
3. Stego Industries LLC, San Juan Capistrano, CA. Tel: (877) 464-7834.
4. Or Approved Equal.

Substitutions that fully meet or exceed the specified requirements may be considered under provisions of Section 01635 - Substitution Procedures

2.02 VAPOR RETARDER

Membrane shall be a 15 mil polyolefin film meeting ASTM E-1745-97 Class A Test Method, equal to Fortifiber Corporation, Moistop® Ultra™ 15, including Moistop® tape and sealants with the following characteristics:

1. Moisture Vapor Permeance: ASTM E-154, Section 7 (E-96, Method A) = .01Perms.
2. Dry Tensile Strength: ASTM D-882 = (80 lb f/in min)-MD & (78 lbf/in min.) CD.
3. Puncture Resistance: ASTM D-1709, Method B = 4,900 Grams.

2.03 CONCRETE CURING PAPER

Laminated tri directional glass fiber reinforced long fibered kraft curing papers with double coating of high-melting-point asphalt, meeting ASTM C-171 Test Method, equal to "Orange Label Sisalkraft®".

2.04 FLOOR PROTECTION PAPER

Non-staining reinforced floor protection paper consisting of two heavy kraft sheets and glass reinforcing fibers laminated with a non-staining adhesive, meeting ASTM D 828

and ASTM D 781 Test Methods, equal to “Seekure®”.

PART 3 - EXECUTION

3.01 PREPARATION

Ensure items that pass through building paper / membrane are properly and rigidly installed, substrate is free of projections and irregularities that may be detrimental to proper installation of building paper / membrane.

3.02 INSTALLATION

Vapor Retarder:

1. Unroll underslab vapor retarder over thoroughly compacted subgrade and turn down to cover the bottom of footings and grade beams.
2. Seal joints watertight, with a pressure sensitive tape as recommended by manufacturer, allowing a minimum overlap of 6 inches.
3. Apply tape evenly over seams and rub out wrinkles formed during application.
4. Seal pipes and conduits passing through the membrane with Moistop boot and tape.
5. Inspect membrane thoroughly and repair all punctures immediately before placing concrete. Equipment, tools, and procedures that might puncture the membrane shall not be used while placing and finishing the concrete.
6. Comply with manufacturer’s recommendations and installation procedures as outlined in ASTM E-1643.

Curing Paper:

7. Unroll concrete curing paper over the entire surface once the concrete has set sufficiently hard to permit application without marring the surface.
8. Lap joints 4 inches and seal with pressure sensitive tape.
9. Apply tape evenly over seams and rub out wrinkles formed during application.
10. Ensure that all tears or penetrations are repaired.

Floor Protection Paper:

11. Apply floor protection paper immediately after floor covering is installed.
12. Do not remove until final completion and acceptance by the Project Engineer.
13. Lay paper in widest practical width with 6-inch laps to provide complete coverage of flooring.
14. Seal joints with minimum 2 inch wide pressure sensitive tape.

3.03 CLEANING

Inspect vapor barrier membrane thoroughly and keep clean. Remove dirt, oils, mud, debris, etc. prior to placing concrete.

END OF SECTION

SECTION 07920 JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Furnishing and installation of sealants.

1.02 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.03 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

C. Field-Adhesion Test Reports: For each sealant application tested.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved by the Manufacturer for installation of units required for this Project.

B. Source Limitations: For each Joint-Sealant Application listed in PART 3 obtain each kind of joint sealant from single source from single manufacturer.

1.05 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Joint Sealants:

1. Products: Subject to compliance with requirements, provide one of the products listed.
2. Manufacturers: Where no product is listed, subject to compliance with requirements, provide products from one of the following manufacturers:
   a. BSAF
   b. Dow
   c. Pecora Corporation.
   d. Sika Corporation, Construction Products Division.
   e. Tremco Incorporated.

C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.02 SILICONE JOINT SEALANTS

A. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Pecora Corporation; 898.

2.03 URETHANE JOINT SEALANTS

A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Trimco Incorporated; Dymonic FC.

B. Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920. Type S, Grade NS, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. BASF Building Systems; Sonolastic NP1.

C. Single-Component, Pourable, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. BASF Building Systems; Sonolastic SL 1.
   b. Bostik Inc.; Chem-Calk 950.
   c. Pecora Corporation; Urexpan NR-201.

2.04 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. BASF Building Systems; Sonolac.
   b. Bostik Inc.; Chem-Calk 600.
   c. Pecora Corporation; AC-20+.

2.05 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, of type approved in writing by the joint-sealant manufacturer for the joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.06 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
   a. Concrete.
   b. Masonry.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
   a. Metal.
   b. Glass.
   c. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime all other joint substrates where recommended by joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.04 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
   a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform 1 test for each 1000 feet of joint length thereafter.
2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
   a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect tested joints and report on the following:
   a. Whether sealants filled joint cavities and are free of voids.
   b. Whether sealant dimensions and configurations comply with specified requirements.
   c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered

satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.05 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.06 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.07 JOINT-SEALANT SCHEDULE

A. General: When more than one type of sealant is listed for a Joint-Sealant Application provide one of the sealants listed.

B. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces EHT-1.

1. Joint Locations:
   a. Isolation and contraction joints in cast-in-place concrete slabs.
   b. Other joints as indicated.
2. Urethane Joint Sealant: Single component, pourable, traffic grade.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces EV-1.

1. Joint Locations:
   a. Construction joints in cast-in-place concrete.
   b. Control and expansion joints in unit masonry.
   c. Joints between different materials listed above.
   d. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
2. Urethane Joint Sealant: Single component, nonsag, Class 100/50.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in horizontal traffic surfaces IHT-1.
   1. Joint Locations:
      a. Isolation joints in cast-in-place concrete slabs.
   2. Urethane Joint Sealant: Single component, pourable, traffic grade.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces IV-1.

   1. Joint Locations:
      a. Isolation joints in cast-in-place concrete slabs.
      b. Perimeter joints of exterior openings where indicated.
      c. Vertical joints on exposed surfaces of interior unit masonry, concrete walls and partitions.
      d. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
   2. Joint Sealant: Latex.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

F. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces I-PF-1.

   1. Joint Locations:
      a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
   2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION

SECTION 08110 NON-SECURITY STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes non-security steel doors and hollow metal frames.

B. Extent of steel doors and frames is indicated and scheduled on Drawings and in the Written Specifications.

C. Related Work in Other Section

1. Door Hardware: Section 08711
2. Paints and Coatings: Section 09900

1.02 QUALITY ASSURANCE

A. Provide doors and frames complying with Steel Door Institute "Recommended Specifications: Standard Steel Doors and Frames" (SDI-100) and as herein specified.

B. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated or required, provide fire-rated door and frame assemblies that comply with NFPA 80 "Standard for Fire Doors and Windows", and have been tested, listed, and labeled in accordance with ASTM E 152 "Standard Methods of Fire Tests of Door Assemblies" by a nationally recognized independent testing and inspection agency acceptable to authorities having jurisdiction.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data substantiating that products comply with requirements.

B. Shop Drawings: Submit for fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.

1. Provide schedule of doors and frames using same reference numbers for details and openings as those on contract drawings. Indicate coordination of glazing frames and stops with glass and glazing requirements.

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver hollow metal work cartoned or crated to provide protection during transit and job storage.

B. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired provided that refinished items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.

C. Store doors and frames at building site upright under cover per manufacturer’s instructions. Place units on minimum 4 inches high wood blocking. Avoid use of non-vented plastic or canvas shelters

which could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4 inch spaces between stacked doors to promote air circulation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Manufacturer: Provide steel doors and frames by one of the following:

1. Ceco Corp.Dean Steel
2. Curries Republic Door
3. Habersham Metal Products, Inc.
4. Steelcraft/Div. Ingorsoll-Rand
5. Trussbilt, Inc.
6. MPI - Metal Products Inc.

2.02 MATERIALS

A. Hot-Rolled Steel Sheets and Strip: Commercial quality carbon steel, pickled and oiled, complying with ASTM A 569 and ASTM A 568.

B. Cold-Rolled Steel Sheets: Commercial quality carbon steel, complying with ASTM A 366 and ASTM A 568.

C. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, with ASTM A 525, G60 zinc coating, mill phosphatized.

D. Supports and Anchors: Fabricate of not less than 18-gage galvanized sheet steel.

E. Inserts, Bolts, and Fasteners: Manufacturer's standard units, except hot-dip galvanize items to be built into exterior walls, complying with ASTM A 153, Class C or D as applicable.

F. Primer: Rust-inhibitive primer suitable as a base for specified finish paints. Provide primer in red color.

1. Primer to be equal to Tnemec Series 10-99.

2.03 FABRICATION, GENERAL

A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at project site. Comply with SDI-100 requirements as follows:

1. Interior Doors: SDI-100, Grade II, heavy-duty, Model 2, minimum 16-gage faces (see Door Schedule) with vertical steel stiffeners. Door edges to be continuously welded.
2. Exterior Doors: SDI-100, Grade III, extra heavy-duty, Model 2, minimum 16-gage faces (see Door Schedule) with vertical steel stiffeners. Door edges to be continuously welded.

B. Fabricate frames, concealed stiffeners, reinforcement, edge channels, and moldings from either cold-rolled or hot- rolled steel (at fabricator's option).

C. Fabricate exterior doors, panels, and frames from galvanized sheet steel. Close top and bottom edges of exterior doors as integral part of door construction or by addition of minimum 16-gage inverted steel channels.

D. Exposed Fasteners: When exposed fasteners are unavoidable, provide countersunk flat Phillips heads for exposed screws and bolts.

E. Thermal-Rated (Insulating) Assemblies: At exterior locations, provide doors which have been fabricated as thermal insulating door and frame assemblies and tested in accordance with ASTM C 236.

F. Unless otherwise indicated, provide thermal-rated assemblies with U factor of 0.24 Btu/(hr x ft sq x deg.F) or better.

G. Finish Hardware Preparation: Prepare doors and frames to receive mortised and concealed finish hardware in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 series specifications for door and frame preparation for hardware.

H. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied finish hardware may be done at project site.

I. Locate finish hardware as indicated on final shop drawings in accordance with "Recommended Locations for Builder's Hardware", published by Door and Hardware Institute.

J. Shop Painting:

1. Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
2. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.
3. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.

2.04 STEEL DOORS

A. Provide metal doors of types and styles indicated on drawings and in this section.

2.05 STEEL FRAMES

A. Provide metal frames for doors, borrowed lights, and other openings, as shown on drawings and schedules. Provide concealed fastenings. Fabricate frames of minimum 16-gage cold-rolled furniture steel.

1. Fabricate frames with mitered and welded corners. KD or Knock Down frames are not acceptable.
2. Form exterior frames of hot-dip galvanized steel.

B. Door Silencers: Except on weather-stripped frames, drill stops to receive, and provide, 3 silencers on strike jambs of single-swing frames and 2 silencers per leaf on heads of double-swing frames.

C. Plaster Guards: Provide 26-gage steel plaster guards or mortar boxes, welded to frame, at back of finish hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.

PART 3 - EXECUTION

3.01 `INSTALLATION

A. General: Install doors, frames, and accessories in accordance with final shop drawings, manufacturer's data, and as herein specified.

B. Placing Frames: Comply with provisions of SDI-105 "Recommended Erection Instructions for Steel Frames".

1. Place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.
2. In masonry construction, locate 3 wall anchors per jamb at hinge and strike levels.
3. In masonry construction, grout frame head and jambs full with cement grout as specified in Section 04200.
4. Install fire-rated frames in accordance with NFPA Std. No. 80.
5. In metal stud partitions, install at least 3 wall anchors per jamb at hinge and strike levels. In open steel stud partitions, place studs in wall anchor notches and wire tie. In closed steel stud partitions, attach wall anchors to studs with tapping screws.
6. Caulk base of frames to floor in non-carpeted areas.

C. Door Installation:

1. Fit hollow metal doors accurately in frames, within clearances specified in SDI-100.
2. Place fire-rated doors with clearances as specified in NFPA Standard No. 80.

3.02 ADJUST AND CLEAN

A. Prime Coat Touch-Up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.

B. Final Adjustments: Check and readjust operating finish hardware items, leaving steel doors and frames undamaged and in complete and proper operating condition.

END OF SECTION

SECTION 08711 DOOR HARDWARE

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Mechanical door hardware for the following:
   a. Swinging doors.
2. Cylinders for door hardware specified in other Sections.

B. Related Sections:

1. Section 08110 "NON-SECURITY STEEL DOORS AND FRAMES" Steel Frames for door silencers provided as part of hollow-metal frames.
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1.02 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Other Action Submittals:

1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
   a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
   b. Format: Use same scheduling sequence and format as in the Contract Documents.
   c. Content: Include the following information:
      1) Identification number, location, hand, fire rating, size, and material of each door and frame.
      2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
      3) Complete designations, including name and manufacturer, type, style, function, size, quantity, and finish of each door hardware product.
      4) Fastenings and other pertinent information.
      5) Explanation of abbreviations, symbols, and codes contained in schedule
      6) Mounting locations for door hardware.
      7) List of related door devices specified in other Sections for each door and frame.
2. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks. Include schematic

keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.03 INFORMATIONAL SUBMITTALS

A, Qualification Data: For Installer Architectural Hardware Consultant.

B. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.

C. Warranty: Special warranty specified in this Section.

1.04 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include final hardware and keying schedule.

1.05 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Door Hardware:
   a. Mortise lockset; Provide one (1) ML 9070 unit.
   b. Cylinders; Provide one (1) unit.

1.06 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.

1. Warehousing Facilities: Within 2 hours travel time; approximately 100 miles.
2. Scheduling Responsibility: Preparation of door hardware and keying schedules.

B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as follows.

1. For door hardware, an Architectural Hardware Consultant (AHC).

C. Source Limitations: Obtain each type of door hardware from a single manufacturer.

D. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated. .

E. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meet requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.

1. Air Leakage Rate: Maximum air leakage of 0.3 cfm/sq. ft. at the tested pressure differential of 0.3-inch wg of water

F. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

G. Accessibility Requirements: Comply with applicable provisions in the DOJ's 2010 ADA Standards for Accessible Design and CC A117.1 for door hardware on doors in an accessible route.

1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
2. Comply with the following maximum opening-force requirements:
   a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf applied perpendicular to door.
   b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch high.
4. Closers: Adjust door closer sweep periods so that, from an open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum.

H. Keying Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." In addition to Owner, Contractor, and Architect, conference participants shall also include Installer's Architectural Hardware Consultant. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:

1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
2. Preliminary key system schematic diagram.
3. Requirements for key control system.
4. Requirements for access control.
5. Address for delivery of keys.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.08 COORDINATION.

A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

B. Security: Coordinate installation of door hardware and keying with Owner.

1.09 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures including excessive deflection, cracking, or breakage.
   b. Faulty operation of doors and door hardware.
   c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use. .
2. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.
   a. Locks: Five years from date of Substantial Completion.
   b. Exit Devices: Two years from date of Substantial Completion.
   c. Manual Closers: 10 years from date of Substantial Completion.

1.10 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware. .

B. Maintenance Service: Beginning at Substantial Completion, provide twelve months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Provide parts and supplies that are the same as those used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.01 SCHEDULED DOOR HARDWARE

A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.

1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated.

B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by descriptive titles corresponding to requirements specified in Part 2.

2.02 CONTINUOUS HINGES

A. Continuous Hinges: BHMA A156.26; minimum 0.120-inch- thick, hinge leaves with minimum overall width of 4 inches; fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.

2.03 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:

1. Bored Locks: Minimum 1/2-inch latchbolt throw.
2. Mortise Locks: Minimum 3/4-inch latchbolt throw.
3. Deadbolts: Minimum 1.25-inch bolt throw.

C. Lock Backset: 2-3/4 inches, unless otherwise indicated

D. Lock Trim:

1. Description: Basis-of-Design, Schlage; Lever Design 07, Finish 626.
2. Escutcheon: Basis-of-Design, Schlage; N Escutcheon.
3. Dummy Trim: Match lever lock trim and escutcheons.
4. Operating Device: Lever with escutcheons.

E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect door; finished to match lock or latch.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
3. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.

F. Mortise Locks: BHMA A156.13; Security Grade 2; stamped steel case with steel or brass parts; Series 1000

2.04 AUXILIARY LOCKS

A. Mortise Auxiliary Locks: BHMA A156.5; Grade 1; with strike that suits frame. See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers. Retain one of two subparagraphs and list of manufacturers below. See Section016000 "Product Requirements."

2.05 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: BHMA A156.3. LOCK CYLINDERS

2.06 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

1. Manufacturer: Existing keyway system. Provide cylinder and cores for new locks, including locks provided under other sections of this specification. Provide cylinders and cores with six pin timblers. Provide cylinders from products of one manufacturer, and provide cores from the products of one manufacturer. Provide cores and cylinders by the following:
   a. Schlage interchangeable core, 6 pin SC keyway

B. High-Security Lock Cylinders: BHMA A156.30; Grade 1; Type M, mechanical; permanent cores that are removable; face finished to match lockset.

C. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.

D. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.07 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference. Retain first subparagraph below if Owner has an existing keying system.

1. Existing System:
   a. Master key or grand master key locks to Owner's existing system.
2. Keyed Alike: Key all cylinders to same change key.

B. Keys: Nickel silver.

1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
   a. Notation: "DO NOT DUPLICATE."
2. Quantity: In addition to one extra key blank for each lock, provide the following:
   a. Cylinder Change Keys: Three.

2.08 KEY CONTROL SYSTEM

A. Key Control Cabinet: not applicable for this project.

2.09 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel, unless otherwise indicated.

2.10 SURFACE CLOSERS

A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force. See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers.

Retain one of two subparagraphs and list of manufacturers below. See Section016000 "Product Requirements."

2.11 MECHANICAL STOPS AND HOLDERS

A. Wall- and Floor-Mounted Stops: BHMA A156.16; polished cast brass, bronze, or aluminum base metal.

2.12 OVERHEAD STOPS AND HOLDERS

A. Overhead Stops and Holders: BHMA A156.8

2.13 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

2.14 THRESHOLDS

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated

2.15 METAL PROTECTIVE TRIM UNITS

A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch- thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.

2.16 AUXILIARY DOOR HARDWARE

A. Auxiliary Hardware: BHMA A156.16.

2.17 FABRICATION .

A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by Architect.

1. Manufacturer's identification is permitted on rim of lock cylinders only.

B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed

unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow frame construction, provide sleeves for each through bolt.

2. Fire-Rated Applications:
   a. Wood or Machine Screws: For the following:
      1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors.
      2) Strike plates to doors.
      3) Closers to doors and frames.
   b. Steel Through Bolts: For the following unless door blocking is provided:
      1) Surface hinges to doors.
      2) Closers to doors and frames.
      3) Surface-mounted exit devices.
3. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.18 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3, 01 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Steel Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

B. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

3.03 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Frames: ANSI/SDI A250.8.
2. Hollow Metal Door: HMMA 831-11, "Hardware Locations for Hollow Metal Doors and Frames."

B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

C. Hinges: Install types and in quantities indicated in door hardware schedule.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period..

1. Replace construction cores with permanent cores as directed by Owner.
2. Furnish permanent cores to Owner for installation.

E. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule

F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

G. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

H. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

I. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

J. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.04 FIELD QUALITY CONTROL

A. Independent Architectural Hardware Consultant: Engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.

1. Independent Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3, 05 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final

operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction. .

B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.06 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.07 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 1 Section "Demonstration and Training."

3.08 DOOR HARDWARE SCHEDULE

Door Hardware Set No. 1
Location: Interior Janitor Closet
Metal Door x Hollow Metal Frame:

No.	Item	Description	Finish
3	Hinges	661HD UL 83”	AL
1			626
1	Core	23-030 C MK	626
1	Rim Cylinder	20-057 ICX	626
1	Closer	SC71A DS	689
1	Threshold	2005 AT	AL

	Weatherstripping	S88D	

Door Hardware Set No. 2
Location: Interior Unisex Restrooms
Metal Door x Hollow Metal Frame:

No.	Item	Description	Finish
3	Hinges	661HD UL 83”	AL
1 1 1	Passage Set Deadlock Core	ND 10S SPA L460T ICX 23-030 C MK	626 626 626
1	Closer	SC71A DS	689
1	Threshold		AL
	Weatherstripping	S88D	

END OF SECTION

SECTION 09900 PAINTS AND COATINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Painting and finishing of exterior and interior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.

1. The Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical Work, except as otherwise indicated.
2. “Paint” means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
3. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available for the materials system specified.
4.

1.02 PAINTING NOT INCLUDED

A. The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.

B. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.

C. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) plastic toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switch-gear and distribution cabinets, elevator entrance frames, door and equipment.

D. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

E. Finished Metal surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

F. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.

B. Samples for Initial Selection: For each type of topcoat product indicated. Submit color samples for selection by Architect from manufacturer’s full range of colors. Indicate submitted manufacturer’s closest STANDARD colors that match colors specified or provide “Custom” color if not match.

C. Samples for Verification: For each type of paint system and each color and gloss/sheen of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.
5.

D. Product List: For each product indicated, include the following:

1. Comply with Articles 3.7 and 3.8 indicating each type of primer, intermediate coat and topcoat required for each substrate by product name and number.
2. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
3.

E. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer / supplier shall furnish a coating maintenance manual, such as Sherwin-Williams “Custodian Project Color and Product Information” report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product / color / finish was used, product data pages, Material Safety Data sheets (MSDS), care and cleaning instructions, including touch-up procedures.

F. Substitutions for Convenience: Architect will consider formal written requests from Contractor for substitution of products in place of those specified if received within 10 days prior to Bids. Requests received after that time may be considered or rejected at discretion of Architect. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating or fail to meet the performance criteria of the specified materials WILL NOT be approved. All primers and topcoats plus the seam sealer and pit filler shall be furnished by the same manufacturer to ensure compatibility.

1.04 QUALITY ASSURANCE

A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified.
   a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
   b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on benchmark samples.
   a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.
   b.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Name or title of material.
2. Fed. Spec. Number, if applicable.
3. Manufacturer's stock number and date of manufacturer.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.
9.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.
3.

1.06 PROJECT CONDITIONS

A. Apply paints only when temperature of product, surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paint late in the day when dew and condensation are likely to form; or snow, rain, fog or mist is expected; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

1.07 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix)

as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gallon of each material and color applied.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. BLP Mobile Paint, Theodore, AL Tel. (251) 443-6110.
2. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
3. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.
4. PPG Paints, Inc., Pittsburgh, PA. Tel (412) 434-3131.
5. Rust-Oleum, Vernon Hills, IL. 60061. Tel. (800) 323-3584.
6. Sherwin-Williams Company, Cleveland, OH 44115. Tel. (800) 321-8194. (Basis-of-Design)
7.

B. Substitution Requests: Substitutions that fully meet or exceed the specified requirements may be considered under provisions of Section 01635 - Substitution Procedures

2.02 COLORS AND FINISHES

A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.

B. Colors Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.

C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.03 MATERIAL QUALITY

A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, BEST GRADE product WILL NOT be

acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.

B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Wood Interior & Exterior located: 10 percent per ASTM D2016.
4.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.

1. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations.
2. Remove, if necessary, for the complete painting of the items and adjacent surfaces.
3. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved.
4. Clean surfaces to be painted before applying paint or surface treatments.
5. Remove oil and grease prior to mechanical cleaning.
6. Remove mildew by washing with a mixture of 1 part liquid chlorine bleach to 3 parts water. Before use, be sure to read and follow instructions and warnings on label. Rinse thoroughly.
7. Schedule the cleaning and painting so that contaminates from the cleaning

process with not fall onto wet, newly painted surfaces.

8. Warning-If you scrape, sand, or remove old paint; you may release lead dust or fumes. Lead is toxic and can cause serious illness. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure.
9.

B. Ferrous Metals:

1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Touch-up shop-applied prime coats wherever damaged or bare. Where required by other Sections of these Specifications, clean and touch-up with the same type shop primer.
3.

C. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.

D. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.

1. Prime, stain, or seal wood required being job-painted, as soon as practicable upon delivery to job. Prime edges, ends, faces, under sides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
2. When transparent finish is required, use sealer as recommended by manufacturer. Seal tops, bottoms, and cutouts of unprimed wood doors with sealer immediately upon delivery to project.
3.

3.03 MATERIALS PREPARATION

A. Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.04 APPLICATION

A. Apply paint in accordance with the manufacturer's directions. Use applications and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

B. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the back-sides of access panels, and removable or hinged covers to match the exposed surfaces.

C. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated.

D. Sand lightly between each succeeding enamel or varnish coat.

E. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.

F. Scheduling Paint: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

G. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

H. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

I. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.

J. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.

K. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

3.05 FIELD QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken,

identified, sealed, and certified in presence of Contractor.

2. Testing agency will perform tests for compliance of paint materials with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements.
4. Contractor shall remove non-complying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials.
5. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.
6.

3.06 CLEANING AND PROTECTION

A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.07 EXTERIOR PAINTING SCHEDULE

A. Provide the following Sherwin-Williams (or equal) paint systems for the various substrates, as indicated:

1. Ferrous and Zinc Coated Metal
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
   c. Topcoat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
2. Steel Shop Primed: (structural steel framing exposed to view including steel lintels and steel stairs and handrails)
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: S-W Pro Industrial Waterbased Alkyd Urethane, B53-1150 series (1.7 mils dry)
   c. Topcoat: S-W Pro Industrial Waterbased Alkyd Urethane, B53-1150 series (1.7 mils dry)
3. Painted Woodwork
   a. Prime Coat: S-W Exterior Latex primer, B42W841 (1.4 mils dry). If tannin bleeding occurs, use A-100 Exterior Stain Blocking Primer, Y24 Series.
   b. Intermediate Coat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)
   c. Topcoat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)
4. Exterior Split Face & Smooth Face Block (Water Repellent-Tinted)

a. Prime Coat: H&C Colortop Solid Color Solvent Based
b. Intermediate Coat: H&C Colortop Solid Color Solvent Based
c. Topcoat H&C Colortop Solid Color Solvent Based (if required for uniform color)

(Comply with manufacturer's instructions for coverage and uniform color.)

d.

3.08 INTERIOR PAINTING SCHEDULE

A. Provide the following Sherwin-Williams (or equal) paint systems for the various substrates, as indicated:

1. Concrete Masonry Units (Epoxy)
   a. Prime Coat: S-W PrepRite Block Filler, B25W25 (8.0 mils dry)
   b. Intermediate Coat: S-W Pro Industrial Water Based Catalyzed Epoxy, B73-360 Series (2.0-5.0 mils dry)
   c. Topcoat: S-W Pro Industrial Water Based Catalyzed Epoxy, B73-360 Series (2.0-5.0 mils dry)
2. Ferrous and Zinc Coated Metal
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
   c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.0-3.0 mils dry)
3. Painted Woodwork
   a. Prime Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28-2600 (1.0 mils dry)
   b. Intermediate Coat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)
   c. Topcoat: S-W ProClassic Waterborne Acrylic Semi-Gloss, B31 Series (2.4-3.0 mils dry)
   d.

END OF SECTION

SECTION 10280 TOILET ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Public-use washroom accessories including electric hand dryers.

1.02 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

C. Coordinate blocking and anchoring devices for owner furnished accessories.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
3. Include electrical characteristics.

B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

1. Identify locations using room designations indicated.
2. Identify accessories using designations indicated.

1.04 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranty.

1.05 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manual.

1.06 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, visible silver spoilage defects.
2. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 OWNER-FURNISHED MATERIALS

A. Owner-Furnished Materials: Toilet Tissue Dispenser, As indicated on the Drawings.

1. At return of Contractor submittal product data for Owner furnished materials will be provided to the Contractor for scheduling and installation use.

2.02 PRODUCTS

A. Source Limitations: Obtain all accessories from single source from single manufacturer.

B. Basis-of-Design: Specific products from Bobrick Washroom Equipment, Inc. and others are identified on the Drawings by model number. Provide either the identified product or a comparable product form one of the following manufacturers:

1. A & J Washroom Accessories
2. A.S.I.
3. Bradley Corporation.
4. Surface Mounted Vertical Soap Dispenser: American Specialties Model 0347
5. Electric Hand Dryers: American Specialties Model 0165. Coordinate model voltage with electrical before ordering.
6. Baby Changing Station: Equal to Koala Kare model KB112-01CT Countertop surface mounted unit.
7. Mirrors: Equal to Vandal Stop by Atlas American Products LLC (Phone No. 530-894-7867) Model AA-MVL: Safety Mirror, 14 ga. stainless steel, finish #4 satin. Refer to Drawings for locations and size(s).
8. Toilet Tissue Dispenser: Owner furnished and installed. Custom fabricated by Owner per City of Mobile specifications.

2.04 MATERIALS.

A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.

B. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch (0.9-mm) minimum nominal thickness.

D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 (Z180) hot-dip zinc coating.

E. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

F. Fasteners: screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant.

G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

H. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.05 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

C. Furnish and install surface-mounted Nova Cast Aluminum, Integral Nozzle, Automatic Hand Dryer 100 to 240 Volts.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.

C. Install hand dryers level, plumb and firmly anchored into walls using manufacturer’s recommended anchors. Apply a bead of sealant around edges of cover to wall.

D. Verify that folding benches, if provided, are installed to provide 500 lb. support limit.

3.02 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.

B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION

SECTION 10431 SIGNS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Panel signs.
2. Signage accessories.

1.02 COORDINATION

A. Coordinate locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.03 SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of sign.

B. Product Schedule: Include plans, elevations, and large-scale sections of typical members and other components. Show mounting methods, grounds, mounting heights, layout, spacing, reinforcement, accessories, and installation details.

1. Provide message list for each sign, including large-scale details of wording, lettering, artwork, and Braille layout.

C. Samples for Initial Selection: For each type of sign material indicated that involves color selection.

D. Samples for Verification: Include the following Samples to verify color selected and style selections:

1. Panel Signs: Full-size samples.
2. Approved samples will not be returned for installation into Project.

E. Qualification Data: For Installer.

F. Maintenance Data: For signage cleaning and maintenance requirements to include III maintenance manuals.

1.06 QUALITY ASSURANCE

A. An Installer Qualifications: An authorized representative of signage manufacturer for installation and maintenance of units required for this Project.

B. Source Limitations: Obtain each sign type through one source from a single manufacturer.

C. Regulatory Requirements: Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.

1. Interior Code Signage: Provide signage as required by accessibility regulations and requirements of authorities having jurisdiction. These include, but are not limited to, the following:
   a. Illuminated Exit Signs: Refer to Electrical Drawings.
   b. Room Capacity: See Architectural Drawings.

PART 2 – PRODUCT

2.01 PANEL SIGNS

A. General: Provide panel signs that comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

B. Basis-of-Design Product: Subject to compliance with requirements, provide Best Sign Systems; Strata and Strata Updateable Signs or a comparable product by one of the following:

1. Andco Industries Corp.
2. APCO Graphics, Inc.
3. ASI Sign Systems, Inc.
4. Innerface Sign Systems, Inc.
5. Mohawk Sign Systems.

C. Cast-Acrylic Sheet: Manufacturer's standard and as follows:

1. Color: As selected by Architect from manufacturer's full range.

D. Plastic Laminate: Provide high-pressure laminate engraving stock with face and core plies as selected by Architect from manufacturer's full range.

E. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of5005-H15.

F. Laminated Panels: Permanently laminate face panels to backing sheets of material; use manufacturer's standard process.

G. Graphic Content and Style: Provide sign copy that complies with requirements indicated in the Sign Schedule and on Drawings for size, style, spacing, content, mounting height and location, material, finishes, and colors of signage.

D. Tactile and Braille Copy: Manufacturer's standard process for producing copy complying with ADA Accessibility Guidelines and ICC/ANSI AII7.I. Text shall be accompanied by Grade 2 Braille. Produce precisely formed characters with square cut edges free from burrs and cut marks.

1. Panel Material: Opaque acrylic sheet.
2. Raised-Copy Thickness: Not less than 1/32 inch.

E. Engraved Copy: Machine engraves letters, numbers, symbols, and other graphic devices into panel sign on face indicated to produce precisely formed copy, incised to uniform depth.

1. Engraved Plastic Laminate: Engrave through exposed face ply of plastic-laminate sheet to expose contrasting core ply.

F. Applied Copy: Die-cut characters from vinyl film of nominal thickness of 3 mils with pressure sensitive adhesive backing. Apply copy to exposed face of panel sign, glass, doors, and wall surfaces as indicated on Architectural Drawings.

1. Panel Material: Opaque acrylic sheet.

G. Colored Coatings for Acrylic Sheet: For copy and background and frame colors, provide Pantone Matching System (PMS) colored coatings, including inks and paints that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and are non-fading for application intended.

2.02 PANEL SIGN TYPES

A. Room Signs:

1. Material: Exterior Grade, Cast-acrylic sheet. Exterior Performance.
2. Copy: Tactile and Braille. Character Style: Helvetica.
3. Text: As indicated in the Sign Schedule. Message: N/A.
4. Sizes:
   a. Sign: As indicated on Drawings.
   b. Character: Minimum l-inch- high characters.
5. Colors:
   a. Character: White
   b. Background: Black
6. Schedule: See Drawings.

B. Sink Signs:

1. Material: 3MM White MaxMetal with rounded corners
2. Character Style: Arial.
3. Text: (2) versions, as indicated on Drawings Sign Types. Message: See Sign Types on Drawings.
4. Sizes: (2) sizes, As indicated on Drawings.

a. Sign: As indicted on Sign Type in Drawings.
b. Character: Minimum l-inch- high characters.

5. Colors:
b. Character: Black
c. Background: White, as indicated on Drawings Sign Type
6. Schedule: See Drawings.

2.03 ACCESSORIES

A. Vinyl Film: Provide opaque non-reflective vinyl film, 0.0035-inch minimum thickness, with pressure-sensitive adhesive backing suitable for both exterior and interior applications.

B. Mounting Methods: Use concealed fasteners fabricated from materials that are not corrosive to sign material and mounting surface.

C. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and. elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchor-so Furnish inserts, as required, to be set into concrete or masonry work.

2.04 FABRICATION

A. General: Provide manufacturer's standard signs of configurations indicated.

1. Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces.
2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
3. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.
4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.05 FINISHES, GENERAL

A. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Verify that items, including anchor inserts, and electrical power provided under other sections of Work are sized and located to accommodate signs.

C. Examine supporting members to ensure that surfaces are at elevations indicated or required to comply with authorities having jurisdiction and are free from dirt and other deleterious matter.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions.

B. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.

C. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable.

D. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls. Locate to allow approach within 3 inches of sign without encountering protruding objects or standing within swing of door. Mount sign centered approximately 5-feet 0-inches above finish floor.

E. Wall-Mounted Panel Signs: Attach panel signs to wall surfaces using methods indicated below:

1. Mechanical Fasteners: Use non-removable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and. anchors suitable for secure attachment to substrate as recommended in writing by sign manufacturer.

F. Cast-Metal Plaques: Mount plaques using standard fastening methods to comply with manufacturer's written instructions for type of wall surface indicated.

1. Concealed Mounting: Mount plaques by inserting threaded studs into tapped lugs on back of plaque. Set in predrilled holes filled with quick-setting cement.

3.03 CLEANING AND PROTECTION

A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

3.04 SIGN SCHEDULE

A. See Drawings for more information.

END OF SECTION

SECTION 10525 FIRE EXTINGUISHERS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Portable multi-purpose, dry-chemical fire extinguisher(s) including mounting brackets.

1.02 ACTION SUBMITTALS

A. Product Data: Manufacturer's technical data and installation instructions for all portable fire extinguishers required.

1.03 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.04 QUALITY ASSURANCE

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

C. Coordinate type and capacity of fire extinguishers with fire protection cabinets to ensure fit and function.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Drawings and Specifications are based on products manufactured by J.L. Industries, Inc., 4450 W. 78th Street Circle, Bloomington, MN 55435. Tel. (612) 835-6850.

B. Equivalent products by the following manufacturers are acceptable:

1. Amerex Corp., Trussville, AL. Tel. (205) 655-3271.
2. Larsen's Mfg. Co., Minneapolis, MN. Tel. (612) 571-1181.
3. Potter-Roemer, Santa Ana, CA. Tel. (800) 366-3473.

C. Substitutions that fully meet or exceed the specified requirements may be considered under provisions of Section 01635 - Substitution Procedures.

2.02 FIRE EXTINGUISHERS

A. Provide fire extinguishers for each location indicated, in colors and finishes that comply with requirements of governing authorities.

B. Multi-Purpose Dry Chemical for Surface Mounting: Equal to J.L. Industries Cosmic 10E, UL rated 4A-80BC, 10 lb. nominal capacity.

2.03 MOUNTING BRACKETS

A. Mounting Brackets: Provide manufacturer's bracket designed to prevent accidental dislodgment of extinguisher, of proper size for type and capacity of extinguisher indicated, in manufacturer's standard plated finish.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install items included in this section in locations and at mounting heights indicated, or if not indicated, at heights to comply with ADA and applicable regulations of governing authorities.

B. Examine fire extinguishers for proper charging and tagging.

1. Remove and replace damaged, defective, or undercharged fire extinguishers.

C. Securely fasten mounting brackets to structure, square and plumb, to comply with manufacturer's instructions.

D. Fire Extinguisher unit(s) shall be mounted in exposed location(s) where indicated on Drawings.

END OF SECTION

DRAWINGS

HILLSDALE PARK SENIOR CENTER

6024 LORMA Rd
Mobile, Alabama 36608

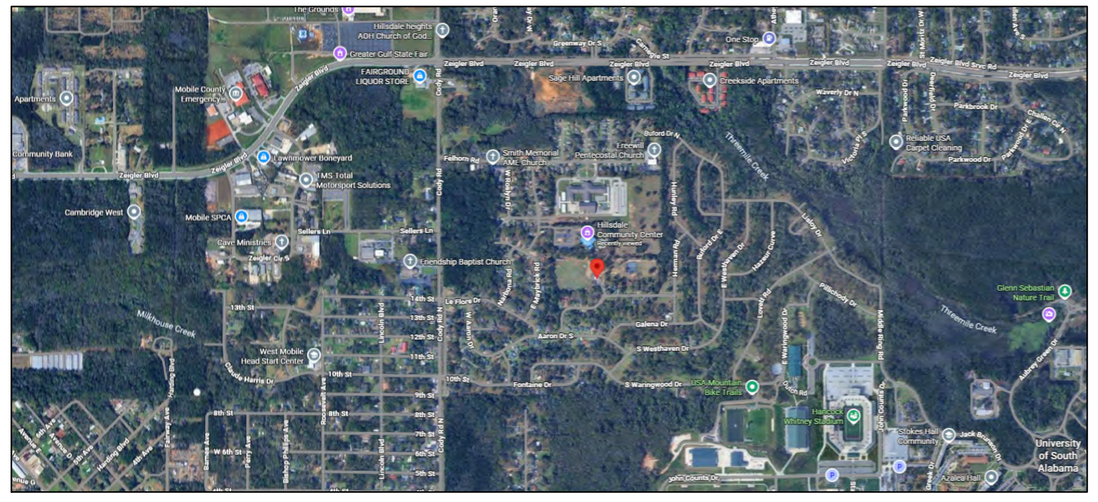
CITY OF MOBILE

PR-049-25

BY

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

FOR


Mobile County Emergency
FAIRGROUN LIQUOR STOR
Community Bank
Cambridge West
Mobile SPCA
Ziegler Blvd
Cottage Hill Apartments
Creekside Apartments
Mobile Co Courthouse Annex
Mobile Co Juvenile Detention Center
Mobile Co Public Library
Mobile Co Metro Jail
Mobile Co Corrections Center
Mobile Co Public Safety Training Center
Mobile Co Animal Shelter
Mobile Co Metro Jail Annex
Mobile Co Juvenile Court
Mobile Co Probate Court
Mobile Co Courthouse
Mobile Co Government Plaza
Mobile Co Government Plaza Parking Deck
Mobile Co Law Enforcement Center
Mobile Co Metro Jail Parking Deck
Mobile Co Juvenile Court Parking Deck
Mobile Co Courthouse Parking Deck
Mobile Co Government Plaza Parking Deck
Mobile Co Law Enforcement Center Parking Deck

BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS

Revised March 2025

1. GENERAL INFORMATION

Name of Project HILLSDALE PAVILION RENOVATION
Address 558 FELHORN ROAD EAST, MOBILE, AL 36608
Proposed Use RECREATION HALL – BUSINESS & ASSEMBLY OCCUPANCY
Owner CITY OF MOBILE – PM BETH MILLER
Address 205 GOVERNMENT STREET, MOBILE, AL 36602
Phone Fax E-Mail elizabeth.miller@cityofmobile.org
Authorized Agent CHRISTINA MARIE, PE
Address 8658 CAPITAL DR N, MOBILE, AL 36695
Phone 251-455-9189 Fax E-Mail jaguarengineers@yahoo.com
Contractor TO BE DETERMINED
Address
Phone Fax State License No

2. LEAD DESIGN PROFESSIONAL CHRISTINA MARIE, PE

Designer	Name	License #	Phone
Architectural	KARRIE MAURIN, RA	7646	850-221-0670
Civil	--	--	--
Electrical	CHRISTINA MARIE, PE	50660	251-455-9198
Fire Alarm	--	--	--
Plumbing	ROGER SMITH, PE	24744	840-402-1364
Mechanical	ROGER SMITH, PE	24744	840-402-1364
Sprinkler-Standpipe	--	--	--
Structural	--	--	--

Letter of Supervision Provided Yes X No

2.1 Special Inspections - IBC Section 1704

Building Permit Requirements: The permit applicant shall submit a statement of Special Inspections prepared by the Registered Design Professional in charge and in accordance with IBC Section 107.1. As a condition for permit issuance, this statement shall include a list of materials and work requiring special inspections by this Section, 1704.3, the inspections to be performed, list of individuals, approved agencies and firms intended to be retained for conducting such inspections.

Yes X No

If no, explain

2.2 STATEMENT OF SPECIAL INSPECTIONS

PROJECT NAME:
PROJECT ADDRESS:
PERMIT NUMBER:
PERMIT APPLICANT:
PERMIT APPLICANT ADDRESS:
OWNER:
OWNER
ADDRESS:

REGISTERED DESIGN PROFESSIONALS:

ARCHITECT:
GEOTECHNICAL ENGINEER:
STRUCTURAL ENGINEER:
MECHANICAL ENGINEER:
ELECTRICAL ENGINEER:

A Statement of Special Inspections shall be submitted as a condition for the issuance of a permit in accordance with the International Building Code, Chapter 17. The Statement of Special Inspections shall include a Schedule of Special Inspections for the above-referenced project, as well as identify the individuals, agencies, or firms intended to be retained for conducting the Special Inspections.

The Special Inspector (s) shall keep records of all inspections and shall furnish interim inspection reports to the building official and to the registered design professional in responsible charge and at a frequency agreed upon by the permit applicant and building official prior to the start of work. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and the registered design professional in charge prior to the completion of that phase of the work. A Final Report of Final Inspections documenting required Special Inspections and correction of any discrepancies noted in the inspections shall be submitted by each agent at the completion of that phase of work.

The minimum frequency of interim report submittals shall be not less than:
Monthly Bi-Monthly Upon completion Per Attached Schedule

The Special Inspection Program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety, means and methods of construction are solely the responsibility of the Contractor.

Owner's Signature Date

Building Official Signature Date

2.3 SCHEDULE OF SPECIAL INSPECTIONS

SPECIAL INSPECTIONS SCHEDULE

CODE SECTION	SPECIAL INSPECTOR	INSPECTION	REQUIRED YES	REQUIRED NO	FREQUENCY OF INSPECTION CONTINUOUS	FREQUENCY OF INSPECTION PERIODIC
1705.2		STEEL CONSTRUCTION				
1705.3		CONCRETE CONSTRUCTION				
1705.4		MASONRY CONSTRUCTION				
1705.5		WOOD CONSTRUCTION				
1705.6		SOILS				
1705.7		DRIVEN DEEP FOUNDATIONS				
1705.8		CAST-IN-PLACE DEEP FOUNDATIONS				
1705.9		HELICAL PILE FOUNDATIONS				
1705.11		WIND RESISTANCE				
1705.12		SEISMIC RESISTANCE				
1705.13		TESTING & QUALIFICATION FOR SEISMIC RESISTANCE				
1705.14		SPRAYED FIRE-RESISTANT MATERIAL				
1705.15		INTUMESCENT FIRE RESISTIVE COATINGS				
1705.16		EXTERIOR INSULATION & FINISH SYSTEMS				
1705.17		FIRE RESISTANT PENETRATIONS &JOINTS				
		SMOKE CONTROL				

3. GENERAL CODE DATA

3.1 Building and Fire Codes used in design (Check all that apply)

X 2021 International Building Code
X 2020 National Electrical Code
X 2021 International Mechanical Code
2021 International Residential Code
2021 International Residential Code
ASHRAE 90.1
X 2021 International Plumbing Code
2021 International Property Maintenance Code
X 2021 International Fire Code
X 2021 International Existing Building Code
X International Energy Conservation
(Latest Edition Code Adopted by State of Alabama)

3.2 Construction Description

New Construction X Renovation (Existing Bldg.) Tenant Build-out
Alteration Addition Change of Occupancy

Scope of Work - Building: RENOVATE INTERIOR FINISHES AND EXISTING RESTROOMS TO BE ADA COMPLIANT. RENOVATE FOR A NEW WARMING KITCHEN. ALL MEP SYSTEMS TO BE UPGRADED.

Scope of Work - Electrical: REMOVE ALL EXISTING LIGHTING AND REPLACE WITH NEW ENERGY EFFICIENT LED LIGHTING (INCLUDING BUT NOT LIMITED TO GENERAL LIGHTING AND EXIT LIGHTING.PROVIDE NEW POWER AS REQUIRED FOR NEW WARMING KITCHEN. REMOVE AND REPLACE INTERIOR DISTRIBUTION PANEL. REMOVE ALL ABANDONED EQUIPMENT, DEVICES, CABLING, CONDUIT, ETC.

Scope of Work - Mechanical: REPLACE EXISTING PACKAGE UNIT AND ASSOCIATED AIR DISTRIBUTION SYSTEM WITH A NEW UNIT AND AIR DISTRIBUTION SYSTEM.

3. GENERAL CODE DATA (CONT'D)

Scope of Work - Plumbing: DEMOLISH EXISTING PLUMBING FIXTURES AND REPLACE NEW. NEW WATER AND SEWER SYSTEMS.

Scope of Work - Energy Conservation: N/A

Scope of Work - Fire: N/A

3.3 Existing Buildings

The building will remain in operation during construction ___Yes X No

If yes, add provisions for rigid safety barriers and dust barriers to protect the public during construction in accordance with the applicable provisions of IBC Chapter 33. Yellow safety tape not acceptable.

3.4 Renovations

Is the work in this building or space a change of occupancy? ___Yes X No

3.5 Historic buildings

This building is a Historic Building ___Yes X No

3.6 Compliance Alternatives- (IBC Section 3412)

Provide building evaluations when existing building does not meet current codes and renovations will not meet all requirements of current building code. Provide evaluation of existing building and a second evaluation reflecting those design features chosen by the Architect/Engineer to give the building a positive score for fire safety, means of egress, and general safety. Call Chief Building Inspector if you are not sure whether evaluation is required or not. Include Summary sheet (Tables in 3412) on drawings including applicable calculations.

4. BUILDING DATA

Construction Type __ IA __ IB __ IIA __ IIB __ IIIA
X IIIB __ IV __ VA __ VB __ IS
Mixed construction __ No X Yes Types B + A-3
Sprinklers X No __ Yes __ Partial
System Type __ 13 __ 13R __ 13D
Standpipes X No __ Yes __ Wet __ Dry Class __ Combined
Building Height 12 Feet 1 Number of Stories ___ Unlimited (IBC 507)
Mezzanine: X No __ Yes
High Rise X No __ Yes
Atrium X No __ Yes
Basement X No __ Yes

5. OCCUPANCY CLASSIFICATION

X Assembly 303 ___ A-1 ___ A-2 X A-3 ___A-4 ___ A-5
X Business 304
__ Education 305
__ Factory Industrial 306 ___ F-1 ___ F-2
__ High-Hazard 307 ___ H-1 ___ H-2 ___ H-3 ___ H-4 ___ H-5
__ Institutional 308 ___ I-1 ___ I-2 ___ I-3 ___ I-4 ___ Condition
__ Mercantile 309
__ Residential 310 ___ R-1 ___ R-2 ___R-3 ___ R-4
__ Storage 311 ___ S-1 ___ S-2 ___ High-piled
__ Utility and Miscellaneous 312 ____
__ Parking Garage 406.2 ___ Open 406.3 ___ Enclosed 406.4 ___ Repair 406.6

5.1 Occupant Load

Occupant Load/Occupancy Type = SEE LS1 FOR ANALYSIS Total 76 PPL
Note: Include occupant load calculations for the following types of projects: assembly, educational, institutional, large complex projects, mixed occupancies, multi-story projects.

5.2 Special Occupancy: 406 and 509 N/A

__ Parking Garage 406.2 ___ Open 406.3 ___ Enclosed 406.4 ___ Repair 406.6
__ S-2 Enclosed Parking Garage w/ S-2 open parking above 510.3
__ Parking Beneath R 510.4 ___ R-1 ___ R-2 Construction Type ____ IIA ____ III A
__ Open parking beneath A, I, B, M and R 510.7
__ S-2 enclosed parking with A, B, M or R

5.3 Mixed Occupancy ___ No X Yes Separation _____ Hr
Exception

Identify whether you are using the provisions of Non-Separated Uses or Separated Uses by placing an "X" below by your design choice.

X Non-Separated Mixed Occupancy (508.3)

The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.

__ Separated Mixed Occupancy (508.4)

Each portion of the building shall be individually classified as to use and shall be completely separated from adjacent areas by fire barrier walls or horizontal assemblies or both having a fire-resistance rating determined in accordance with **Table 508.4** for the uses being separated. For each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

__ Incidental Use Areas (Table 508.2.5)

$\frac{\text{Actual Area of Occupancy A}}{\text{Allowable Area of Occupancy A}} + \frac{\text{Actual Area of Occupancy B}}{\text{Allowable Area of Occupancy B}} \leq 1$

6. ALLOWABLE BUILDING AREAS AND HEIGHTS (TABLE 503)

6.1 Allowable Area

Allowable area SEE LS1 Sq. Ft Actual area TOTAL = 1,343 Sq. Ft
Attach area increase calculations per Section 506, if applicable. For unlimited areas, provide applicable paragraph number in Section 507 _____.

6.2 Allowable Height SEE LS1 FOR MIXED USE ALLOWABLE HEIGHT & STORIES

Allowable height ___--___Ft Actual building height +/- 14'-0" Ft
Allowable no. of stories --- Actual no. of stories 1

7. FIRE PROTECTION REQUIREMENTS

7.1 Building Element	Req'd Rating	UL No.*
Structural frame, columns, girders, trusses	0	--
Bearing Walls Exterior	0	--
Bearing Walls Interior	0	--
Non-bearing walls and partitions	Exterior 0	--
Non-bearing walls and partitions	Interior 0	--
Floor Construction: supporting beams and joists	0	--
Roof construction (Including supporting beams and joists)	0	--

Sprinkler Systems Yes X No Partial
Sprinkler Type 13 13R 13D
Standpipes Yes X No Wet Dry Class
Fire/Smoke Alarm Yes X No

7.2 Fire Rated Elements

Fire Element	Required	UL* Hourly Rating	Number
Interior Walls Bearing	0	--	--
Non-bearing	0	--	--
Ceiling-Floors	0	--	--
Beams	0	--	--
Columns	0	--	--
Ceiling-Roofs	0	--	--
Shafts-Exit	0	--	--
Shafts-Other	0	--	--
Corridor Separation	0	--	--
Occupancy Separation	--	--	--
Party/Fire Wall Separation:	N/A	--	--
Smoke Barrier Separation:	N/A	--	--
Tenant Separations:	N/A	--	--

* **Or other approved agencies**

FOOTNOTES

1. All fire rated walls shall be identified on plans by hatching, shading, etc.; show legend.
2. Identify code section when using any special exceptions, etc.
   Reproduce full UL. or other approved agencies details or reproductions of rated assemblies/penetrations on the drawings.

7.3 Draftstopping N/A

Draftstopping in floor (718.3) ___Yes ___No
Draftstopping in attic (718.4) ___Yes ___No

7.4 Distance to Property Line from Exterior Wall (Table 602) N/A
(Site Plan/Reference Plan required)

Fire Separation Distance _____ Ft Fire Resistance Rating _____ Hrs

7.5 Life Safety Systems

Emergency Lighting:	___ No	X Yes
Exit Signs:	___ No	X Yes
Fire Alarm:	X No	___ Yes
Smoke Detection Systems:	X No	___ Yes

8. EXIT REQUIREMENTS

8.1 Exit Access

No. of exits required 2
No. of exits furnished 2

8.2 Means of egress width (1005)

Units of Exit required 41.8 inches
Units of Exit furnished 126 inches

Stair width units required N/A inches
Stair width units provided N/A inches

8.3 Diagonal Rule (1015.1) N/A

Meets 1015.2.1 ___ Yes ___ No

8.4 Travel Distance (Table 1017.2)

Allowable Travel Distance 200 Ft
Actual Travel Distance (Maximum) 52 Ft

8.5 Spaces with one means of egress (1015) N/A

For buildings with one means of egress, I have checked the occupant load and the common path of travel against the requirements of IBC 1015. ____ Yes ____ No.

9. LIFE SAFETY PLAN

Provided X Yes ____ No (If yes, Drawing No.) SEE SHEET LS1

10. ACCESSIBILITY (Chapter 11)

Design conforms to IBC Chapter 11 ICC A117.1-2009. X Yes ___ No
If no, explain condition that will not allow building to be accessible.

10.1 ACCESSIBLE PARKING N/A

Total Parking Spaces _____
Total Accessible Parking Spaces _____
Total Accessible Van Parking _____

11. DESIGN LOADS N/A

Ultimate Design Wind Speed Maps in accordance with 11609 0r ASCE 7-10

_____ Risk Cat. I - 145 mph _____ Risk Cat. II - 159 mph _____ Risk Cat III & IV - 169 mph

Classification of Building Category/Use Group _____ (I, II, III, IV)

Live Load Roof _____ PSF
Attic _____ PSF
Mezzanine _____ PSF
Floor _____ PSF

Wind Borne Debris Region (1609.1.2) N/A

This building will use impact resistant glass per 1609.1.2. ____ Yes ____ No

This building will use wood structural panels per exception 1609.1.2. ___ Yes ___ No

This building will use shutters.____ Yes ____No

Load-Bearing Values of Soils (1610) N/A

Allowable soil bearing_____ pounds / sq. ft.
Soil Report ____ Yes ___ No.

Earthquake Design (1613) N/A

Seismic Design Load Controls _____ Yes ____ No
If seismic design controls, furnish data required in 1603.1.5.

12. SPECIAL DETAILED REQUIREMENTS N/A

I have reviewed the special detail requirements in Chapter 4 as indicated below and incorporated the provisions into my design.

REQUIREMENT		APPLICABLE (Yes or N/A)
402	Covered Mall building	N/A
403	High rise buildings	N/A
404	Atriums	N/A
405	Under Ground buildings	N/A
406	Motor-vehicle Related Occupancies	N/A
407	Group I-2	N/A
408	Group I-3	N/A
409	Motion Picture Projection Rooms	N/A
410	Stages & Platforms	N/A
411	Special Amusement Buildings	N/A
412	Aircraft Related Occupancies	N/A
413	Combustible Storage	N/A
414	Hazardous Materials	N/A
415	Groups H-1, H-2, H-3, H-4, & H-5	N/A
416	Application of flammable finishes	N/A
417	Drying Rooms	N/A
418	Organic Coatings	N/A

13. FLOOD REQUIREMENTS (IBC 1612) N/A
All projects located in a Special Flood Hazard Area shall comply with the City of Mobile Storm Water Management and Flood Control Ordinance.

13.1 Special Flood Hazard Area ____ Yes ____ No
13.2 Flood Zone
Base Flood Elevation (BFE) _____
Minimum Finish Floor Elevation (MFFE) _____
13.3 Flood proofing Requirements ____ Yes ____ No
13.4 Flood Proofing Certificate provided ____ Yes ____ No
13.5 Flood Proofing Plan included ____ Yes ____ No
13.6 Flood Openings Requirements
____Yes ____ No
Total net area of flood openings _____
No. of flood openings _____
13.7 Comments _____

QUALITY ASSURANCE FOR WIND REQUIREMENTS (IBC 1705.10)

I have reviewed the requirements of IBC Section 1705 and my design incorporates the requirements of this Section of the Code and is reflected on the drawings and in the specifications.
X Yes ____ No

I have notified the Contractor of his responsibility under Section 1704. ____ Yes X No N/A

*Contractor's Signature: _____
At time of permitting

15. SAFETY GLAZING FOR HAZARDOUS LOCATION N/A

I have identified on drawings where tempered glass is required in hazardous locations. (2406.3)
____Yes X No N/A

16. PREFABRICATED METAL BUILDINGS N/A

Requirements for metal building erection drawings included on drawings _____

17. PRE-ENGINEERED TRUSSES N/A

Live Loads shown _____
Wind Loads shown _____
Certification from manufacturer (Sealed) _____

18. FIRE DEPARTMENT REQUIREMENTS N/A

18.1 Required water supply _____ gpm @ psi (per Architect/Engineer)
(The Insurance Service Office (ISO) method; the Iowa State University (ISU) Method; the Illinois Institute of Technology (IIT) Research Institute Method), or the 2012 International Fire Code (Table B105.1).

18.2 Hydraulic calculations for fire hydrant systems shall be submitted to the Fire Department for review and approval prior to construction.
_____Yes X No

18.3 ***Timing of Installation***. Fire apparatus access roads and a water supply for fire protection shall be installed and made serviceable prior to and during the time of construction.
_____Yes X No

18.4 Knox Key Box is required for all commercial occupancies with fire alarm and fire protection systems and all commercial occupancies requiring a certificate of occupancy inspection.
_____Yes X No

19. ENERGY CODE REQUIREMENTS N/A

19.1 Energy Requirements:
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design versus annual energy cost for the proposed design.

19.2 Climate Zone: 2 - Mobile, Alabama N/A

19.3 Method of Compliance: N/A

Prescriptive (International Energy Conservation Code - (Latest edition adopted by State)) EXIST
Building Envelope Requirements
Building Mechanical Systems
Service Water Heating
Electrical Power & Lighting System
Prescriptive (ASHRAE 90.1) _____
UA Trade-Off (need signed COMcheck calculations or other approved software) _____
Performance (International Energy Conservation Code) _____
Performance (ASHRAE 90.1) _____

20. ELECTRICAL CODE REQUIREMENTS

20.1 Electrical Work X Yes ____ No
(If no, submit a Letter of Supervision indication electrical is not included in scope of work.)
20.2 Riser Diagram included X Yes ____ No
20.3 Panel Schedules X Yes ____ No
20.4 Light Fixture Schedule X Yes ____ No
20.5 Service Location ____ Yes X No
20.6 Panel Location X Yes ____ No

21. MECHANICAL CODE REQUIREMENTS

21.1 Provide complete floor plan of mechanical layout (ductwork, a/c units, air-handlers, etc.) X Yes ____ No
21.2 Manufacturer's specifications. X Yes ____ No
21.3 HVAC equipment schedules. X Yes ____ No
21.4 HVAC clearances. X Yes ____ No
21.5 EER ratings for cooling capacity. X Yes ____ No
21.6 Permanent roof access location, (if required) ____Yes X No
21.7 Outside air ventilation calculations, (ASHRAE 62-2012) X Yes ____ No
21.8 Verify rated walls/ceilings with in building. N/A Yes X No
21.9 Printout of heating and cooling load calculations, (manual J) ____ Yes X No
21.10 Dryer vent length and location, (if applicable) N/A Yes X No

22. RESTAURANTS/BUILDINGS USING COOKING EQUIPMENT N/A

22.1 Kitchen equipment schedule. X Yes ____ No
22.2 Ventilation calculations shown on drawings. ____ Yes X No N/A
22.3 Cooking and ventilation equipment specifications. ____ Yes X No N/A
22.4 Exhaust outlet discharge clearances. ____ Yes X No N/A
22.5 Hood clearances from combustibles. ____ Yes X No N/A
22.6 Exhaust duct materials and construction type. ____ Yes X No N/A
22.7 Exhaust duct layout diagram shown. ____ Yes X No N/A

23. PLUMBING REQUIREMENTS

23.1 Plumbing Work X Yes ____ No
(If no, submit a Letter of Supervision indication plumbing is not included in scope of work.)
23.2 Riser Diagram included X Yes ____ No
23.3 Fixture Schedule included X Yes ____ No
23.4 Public Sewer X Yes ____ No
23.5 Total Number of Required Fixtures:

IPC TABLE 403.1
TOTAL NUMBER OF REQUIRED FIXTURES

	OCCUPANCY	OCCUPANT LOAD	WATER CLOSETS MEN	WATER CLOSETS WOMEN	LAVATORIES MEN	LAVATORIES WOMEN	DRINKING FOUNTAINS	JANITOR SINK
REQUIRED	B	2	1	1	1	1	2	1
	A-3	74	--	--	--	--	(DUAL ADA WATER FOUNTAIN)	
TOTAL		76	1	1	1	1	2	1

601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

SEAL
STATE OF ALABAMA
KARRIE K. MAURIN
7646
MAURINARCHITECTURE
SEAL
08/06/25
REGISTERED ARCHITECT

REVISION DESCRIPTION
NUMBER REVISION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL BUILDING CODE SUMMARY

SHEET: BCS1

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

CODE SUMMARY

APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL PLUMBING CODE
2021 LIFE SAFETY CODE
2020 NATIONAL ELECTRIC CODE
ASHRAE 90.1
AMERICANS WITH DISABILITIES ACCESSIBILITY GUIDELINES (ADAAG)
ICC A117.1–2017 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

INTERNATIONAL BUILDING CODE

OCCUPANCY CLASSIFICATION: BUSINESS – IIIB, ASSEMBLY (A–3) – IIIB
ALLOWABLE HEIGHT & BUILDING AREA, TABLE 504.3, 504.4 & 506.2:
GROUP B – BUSINESS
CONSTRUCTION – TYPE IIIB, UNSPRINKLED
MAXIMUM HEIGHT IN FEET – 55 FT.
MAXIMUM NUMBER OF STORIES – 3
MAXIMUM AREA – 19,000 SQ. FT.
GROUP A–3 – ASSEMBLY
CONSTRUCTION – TYPE IIIB, UNSPRINKLED
MAXIMUM HEIGHT IN FEET – 55 FT.
MAXIMUM NUMBER OF STORIES – 2
MAXIMUM AREA – 9,500 SQ. FT.

BUILDING AREA

TOTAL FLOOR AREA = 1,343 SQ. FT.
BUSINESS = GROSS FLOOR AREA = 234 SQ. FT.
ASSEMBLY = NET FLOOR AREA = 1,109 SQ. FT.

FIRE RESISTANCE RATINGS, TABLE 600: (N/A = NOT APPLICABLE)

OCCUPANT CONTENT

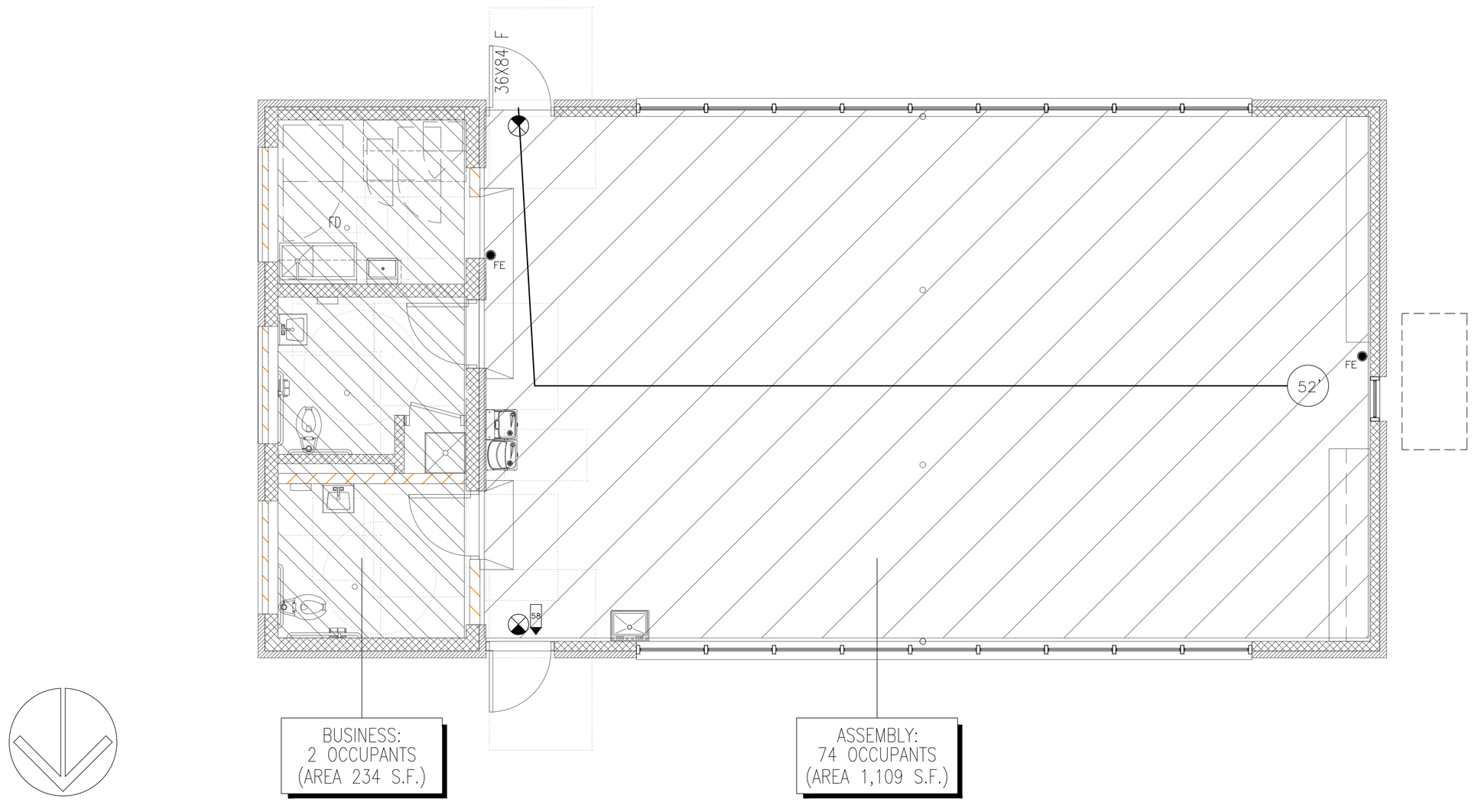
TABLE 1004.5
1004.5 OCCUPANCY LOAD: BUSINESS: 234 S.F./ 150 GROSS = (1.56) = 2 OCCUPANTS
1004.5 OCCUPANCY LOAD: ASSEMBLY: 1,109 S.F./ 15 NET = (73.9) = 74 OCCUPANTS
TOTAL OCCUPANCY = 2 + 74 = 76
EGRESS WIDTH PER PERSON SERVED (INCHES):
0.2" x 76 = 15.2" REQUIRED
TOTAL EXIT UNITS PROVIDED = 126"
MINIMUM NUMBER OF EXITS, PARA. 1006.3.3:
OCCUPANT LOAD < 500 = 2 REQUIRED
EXITS PROVIDED = 2

INTERNATIONAL PLUMBING CODE

MINIMUM NUMBER OF PLUMBING FACILITIES, TABLE 2902.1:
BUSINESS OCCUPANCY
WC MALE @ 1/25 – 1 REQUIRED – 1 PROVIDED
WC FEMALE @ 1/25 – 1 REQUIRED = 1 PROVIDED
LAVS, M&F @ 1/40 EA. = 1 M&F EA. REQUIRED, 1 M&F EA. PROVIDED
ASSEMBLY OCCUPANCY
WC MALE @ 1/125 – 1 REQUIRED – 1 PROVIDED
WC FEMALE @ 1/65 – 1 REQUIRED – 1 PROVIDED
LAVS, M&F @ 1/200 EA. = 1 M&F EA. REQUIRED, 1 M&F EA. PROVIDED
BUSINESS OCCUPANCY
DRINKING FOUNTAIN = 1/100 = 1 REQUIRED = 1 PROVIDED
SERVICE SINK = 1 REQUIRED = 1 PROVIDED

LEGEND

EXISTING WALLS TO REMAIN
NEW PARTITION
NEW DOOR
TRAVEL DISTANCE
EXIT CAPACITY (INCHES)
EXIT LIGHT
EMERGENCY LIGHT
FE FIRE EXTINGUISHER
BUSINESS THIS AREA
ASSEMBLY THIS AREA



1 LIFE SAFETY PLAN
SCALE: 1/4"=1'-0"

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

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7646
MAURINARCHITECTURE
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Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL LIFE SAFETY PLAN & ANALYSIS

SHEET: LSP1

MAURIN ARCHITECTURE P.C.

601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

SITE PLAN KEY NOTES

1. COORDINATE LOCATION FOR PROJECT SIGN INSTALLATION WITH PROJECT MANAGER.
2. SEE PROJECT SIGN DETAILS 3/A4.1.
3. REUSE AND REPAIR AS REQUIRED THE EXISTING CHAIN LINK FENCE SURROUND AT HVAC EQUIPMENT TO BE REPLACED.
4. EXISTING WINDOWS TO BE REPLACED COMPLETE WITH NEW WINDOWS AND NEW WINDOW HEAD WALL. SEE ARCHITECTURAL DESIGN.
5. EXISTING METAL & WOOD INFILL PANELS AT THE (3) TRANSOM OPENINGS TO BE REMOVED COMPLETE. NEW STUD WALL INFILL TO REPLACE AND MATCH THE NEW WINDOW HEAD WALL. SEE ARCHITECTURAL DESIGN.
6. ALL WORK ONSITE SHALL FOLLOW AS PRESCRIBED IN DEMOLITION SPECIFICATION SECTION 02400.

1 ARCHITECTURAL SITE PLAN - SCOPE OF WORK

SCALE: 1/16"=1'-0"

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

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Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL SITE PLAN - EXISTING

SHEET: AS1

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

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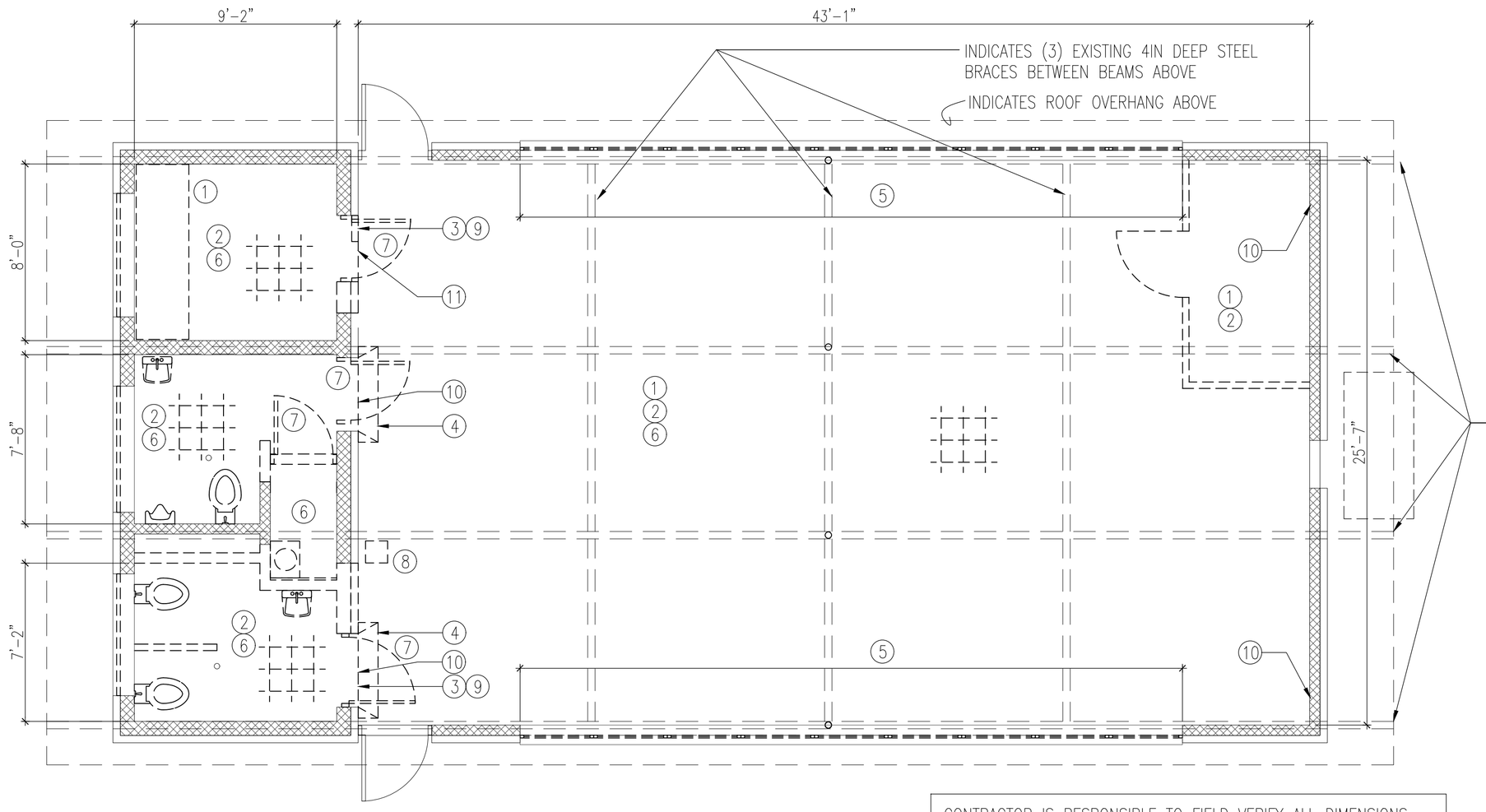


DEMOLITION LEGEND

- INDICATES EXISTING CMU WALL WITH BRICK VENEER TO REMAIN
- INDICATES EXISTING CONSTRUCTION TO BE REMOVED COMPLETE

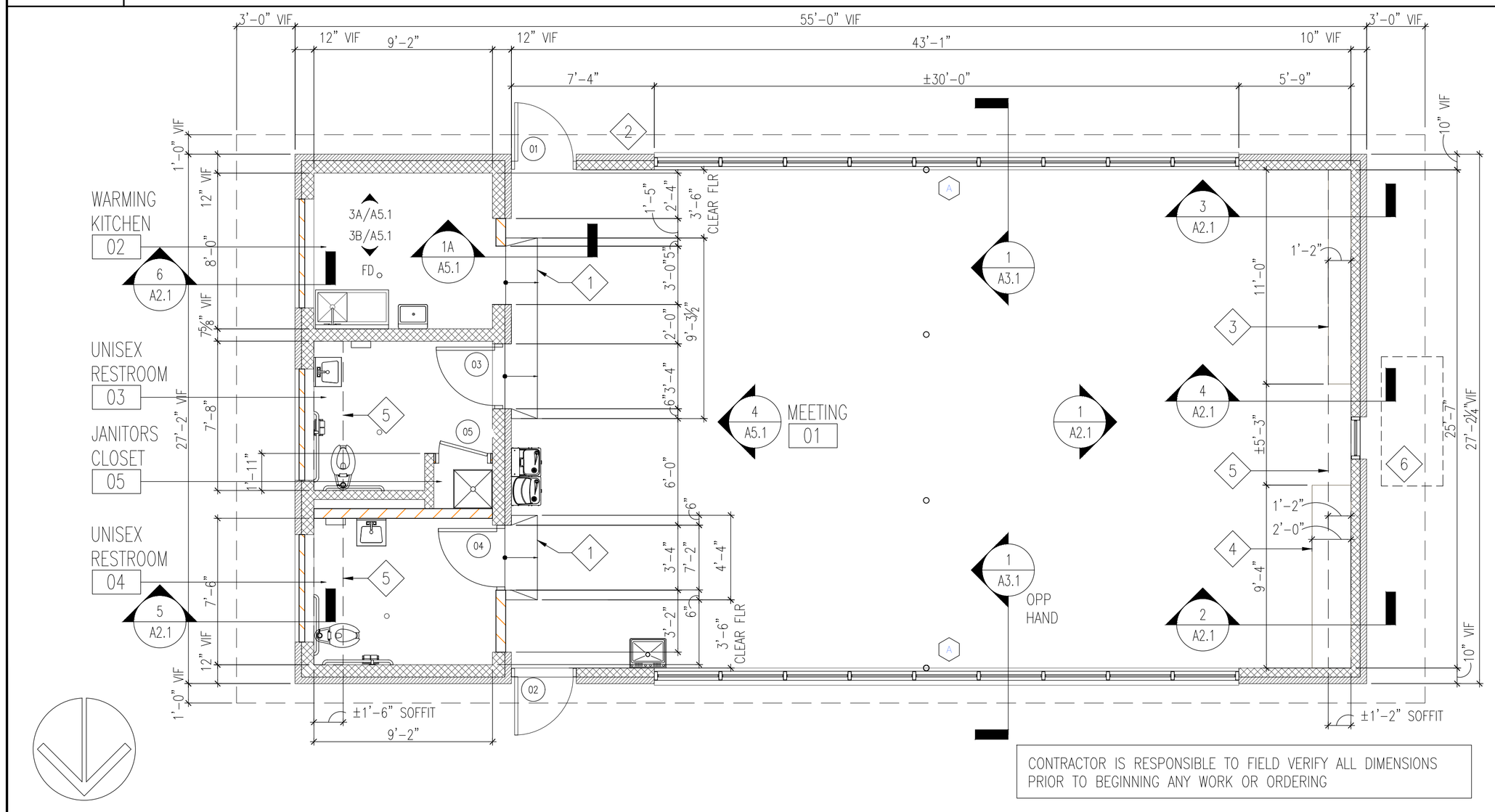
DEMOLITION KEY NOTES

1. REMOVE ALL EXISTING FURNITURE, FIXTURES AND EQUIPMENT & SALVAGE PER OWNERS INSTRUCTIONS
2. REMOVE EXISTING FLOOR FINISH & PREPARE SUB-STRAIGHT FOR NEW FLOOR FINISH PER FINISH SCHEDULE
3. REMOVE EXISTING CONCRETE SLAB & PREPARE FOR NEW RAMP/THRESHOLD PER ARCHITECTURAL DETAILS
4. REMOVE CONCRETE SLAB RAMP & PREPARE FOR REPLACEMENT PER ARCHITECTURAL DETAILS
5. REMOVE EXISTING WINDOWS & TRIM COMPLETE. PREPARE OPENING IN MASONRY FOR WINDOW & HEADER REPLACEMENT PER DETAIL 1/A3.1
6. REMOVE EXISTING MEP FIXTURES PER ENGINEER DESIGN
7. REMOVE EXISTING DOOR AND FRAME COMPLETE, PREPARE JAMB FOR NEW DOOR & FRAME PER SCHEDULES
8. EXISTING WATER FOUNTAIN FIXTURE AND PIPING TO BE REMOVED COMPLETE, SEE PLUMBING DESIGN
9. GRIND DOWN EXISTING SLAB THRESHOLD TO MATCH MEETING ROOM FLOOR LEVEL & PREP FOR NEW FLOOR FINISH
10. COORDINATE NEW PENETRATIONS THRU EXISTING MASONRY WALL WITH MEP DESIGN. SEE STRUCTURAL DETIALS.
11. EXIST OPENING FOR SUPPLY DUCT & LOUVERS TO BE REUSED FOR NEW MECHANICAL EQUIPMENT. SEE MECHANICAL DESIGN.

CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING ANY WORK OR ORDERING

2 FLOOR PLAN - DEMOLITION

SCALE: 1/4"=1'-0"



NEW WORK LEGEND

- INDICATES 2X WOOD STUD FRAME SOFFIT FINISHED WITH 5/8IN GWB ABOVE
- INDICATES NEW 2X WOOD STUD FRAME WALL INFILL, SEE DETAILS FOR EACH CONDITION
- PREFINISHED ALUMINUM STOREFRONT ASSEMBLY, SEE WINDOW SCHEDULE & DETAILS
- NEW HOLLOW METAL DOOR AND FRAME, SEE DOOR SCHEDULE & DETAILS
- (A) INDICATES WINDOW, SEE WINDOW SCHEDULE
- (XX) INDICATES DOOR, SEE DOOR SCHEDULE

NEW WORK KEY NOTES

1. INSTALL CONCRETE THRESHOLD APRON, SLOPED @ 1:12 MAX AND FINISH TO MATCH SURROUNDING FLOOR FINISH PER PER SCHEDULE
2. PROVIDE & INSTALL "KNOX BOX" SEE AS1.1 FOR MODEL
3. PROVIDE & INSTALL PREFABRICATED FLOOR TO SOFFIT STORAGE CABINET WITH LOCKING DOORS – LAMINATED OR PAINTED BLACK. ARCHITECT TO APPROVE. SEE DETAIL 3/A2.1.
4. PROVIDE & INSTALL PREFABRICATED BASE & UPPER CABINET – LAMINATED OR PAINTED BLACK. COUNTERTOP TO BE LAMINATED BLACK. ARCHITECT TO APPROVE. SEE DETAIL 2/A2.1.
5. INSTALL BOX SOFFIT 2X WD @ 24IN O.C. AND FINISHED WITH PAINTED GWB. SEE DETAILS. COORDINATE DIMENSIONS WITH MEP DESIGN PRIOR TO INSTALLATION.
6. SEE MECHANICAL DESIGN FOR EQUIPMENT LAYOUT THIS AREA.

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR	BASE	WALL				CEILING		REMARKS
				N	E	S	W	MATERIAL	HGT	
01	MEETING ROOM	LVT-1	WB-1	PT-2	PT-2	PT-2	PT-2	PT-4	EXIST	1,2,3
02	WARMING KITCHEN	CT-1	CT-1	PT-2	PT-2	PT-2	PT-2,PT-1	PT-4	EXIST	
03	UNISEX RESTROOM	CT-1	CT-1	PT-2	PT-2	PT-2	PT-2	PT-4	EXIST	1,2
04	UNISEX RESTROOM	CT-1	CT-1	PT-1,FRP	PT-2	PT-1	PT-1	PT-4	EXIST	1,2
05	JANITOR'S CLOSET	CT-1	CT-1	FRP	PT-2	PT-1	PT-2	PT-4	EXIST	1,2

SCHEDULE NOTES

1. ALL HM DOORS & FRAMES TO BE PAINTED PT-4
2. ALL GWB SOFFITS TO BE PAINTED TO MATCH CEILING COLOR, PT-3
3. ALL EXPOSED DUCTWORK TO BE PAINTED PT-3

ROOM FINISH SCHEDULE ABBREVIATIONS

PT-1 PRIME & PAINT PER 099000 – WHITE, SEMI-GLOSS
PT-2 PRIME & PAINT PER 099000 – WHITE, GLOSS
PT-3 PRIME & PAINT PER 099000 – BLACK, SEMI-GLOSS
PT-4 PRIME & PAINT PER 099000 – BLACK, GLOSS
LVT-1 LUXURY VINYL TILE – MOHAWK, "LARGE AND LOCAL" COLLECTION, RENDERED FLAX, 992 COIR GRAY
WB-1 WALL BASE – TARKETT, JOHNSONITE 6IN, LACK PEARL 82
FRP FIBERGLASS REINFORCED PANEL & TRIM FOR WALL SURROUND JANITOR'S SINK JANITORS
CT-1 PORCELAIN TILE – STONEPEAK CERAMICS, SIMPLY TAN, FORMAT 12X24, 6IN COVE BASE, HONE

CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING ANY WORK OR ORDERING

1 FLOOR PLAN - NEW

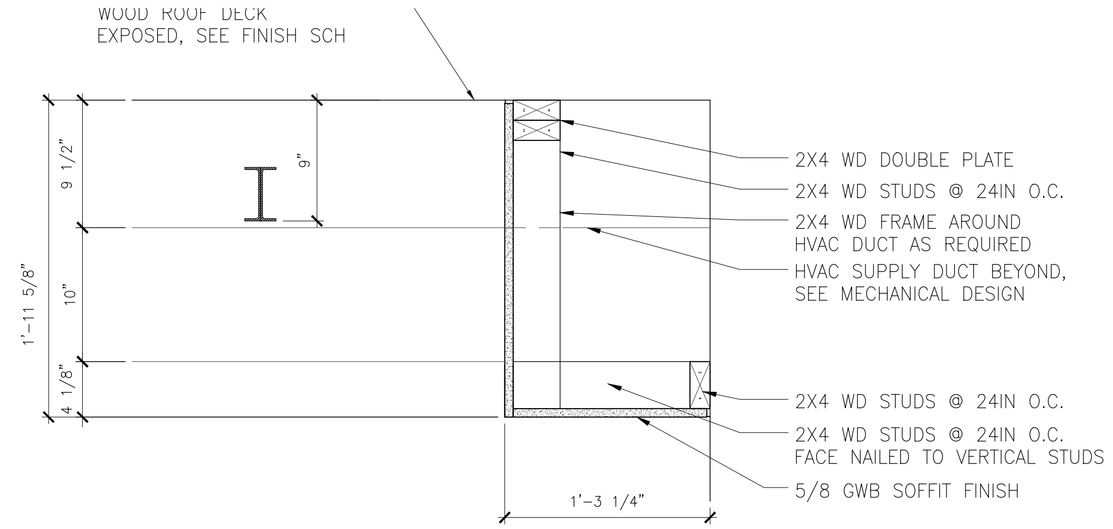
SCALE: 1/4"=1'-0"

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

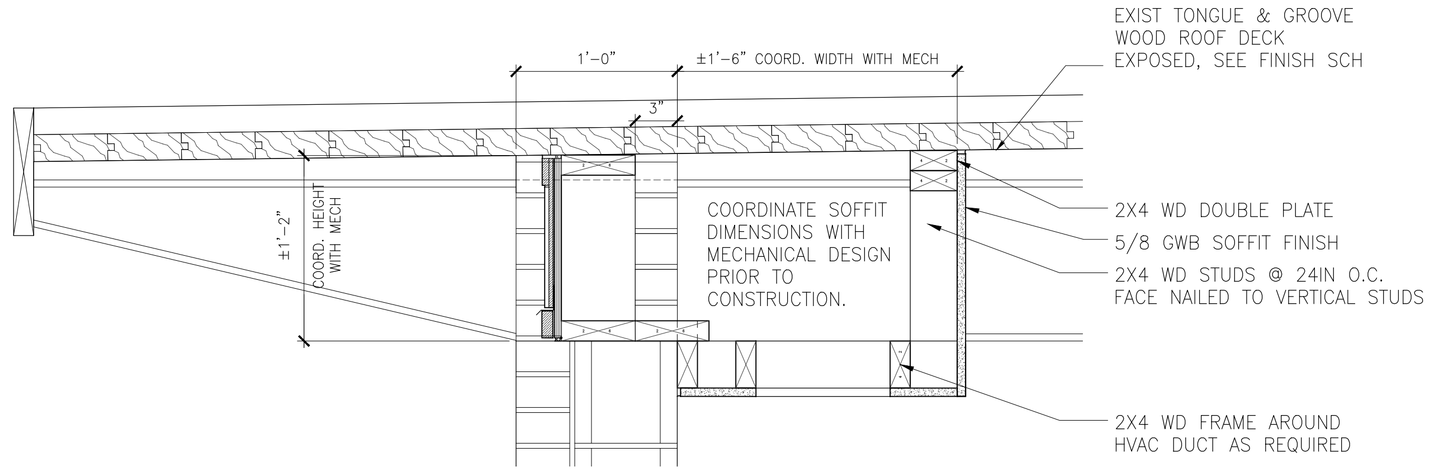
SHEET TITLE: ARCHITECTURAL PLANS - NOTES & SCHEDULES

SHEET: A1.1



4 DETAIL - SOFFIT TYPE A

SCALE: 1 1/2"=1'-0" | MEETING ROOM #01

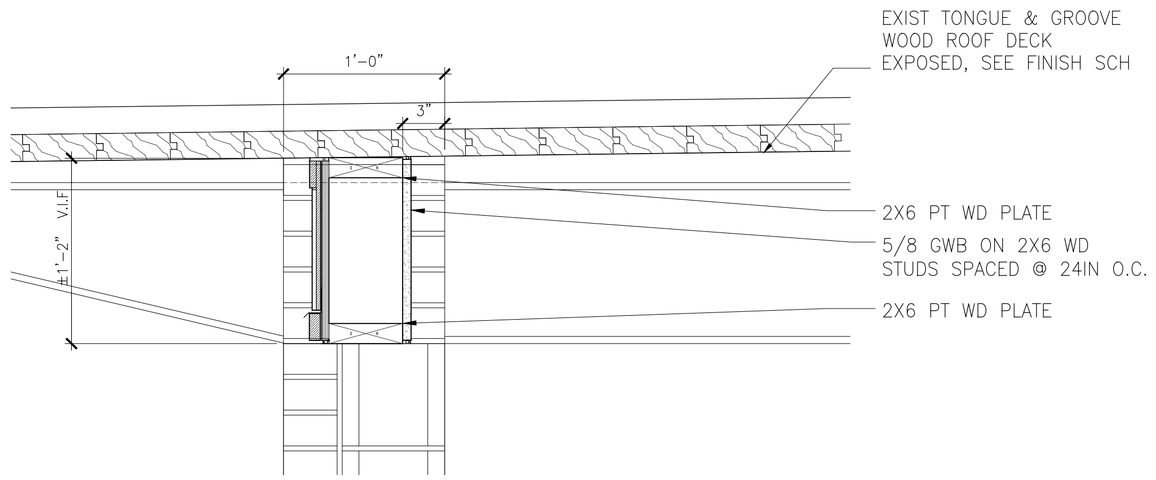


5 DETAIL - SOFFIT TYPE B

SCALE: 1 1/2"=1'-0" | UNISEX RESTROOMS #03 & #04

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

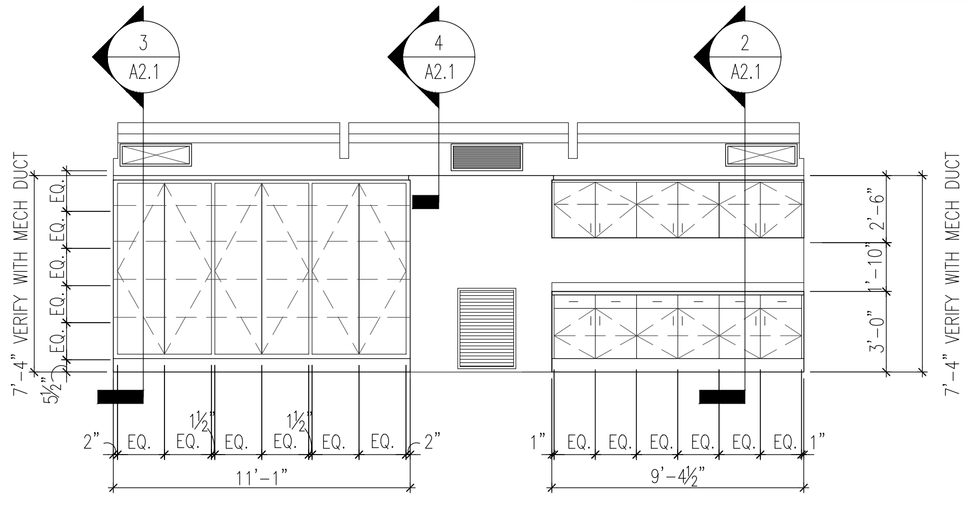
CONTRACTOR TO COORDINATE ALL SOFFIT CONFIGURATIONS WITH MECHANICAL DESIGN PRIOR TO CONSTRUCTION.



6 DETAIL - WALL INFILL

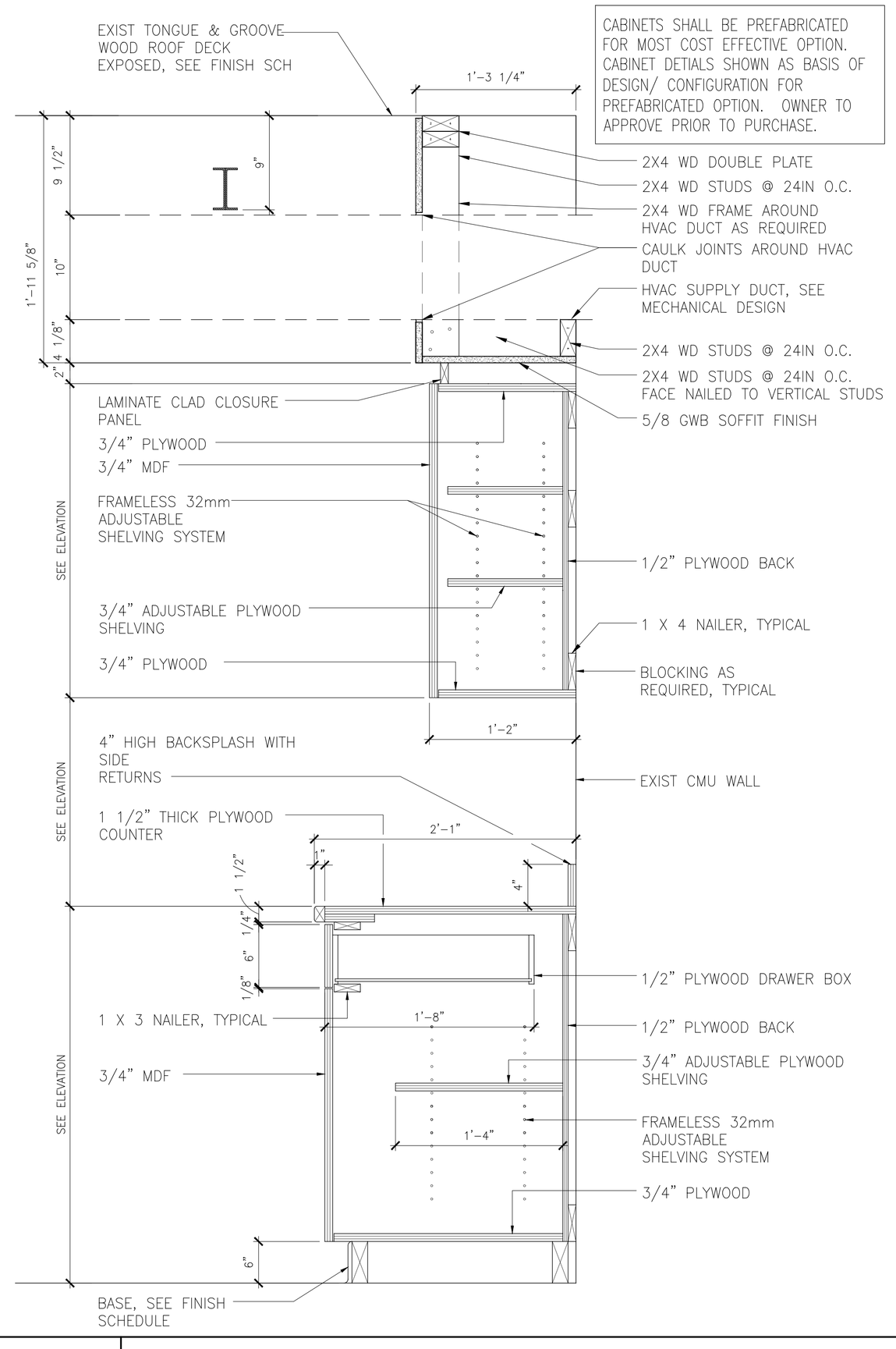
SCALE: 1 1/2"=1'-0" | WARMING KITCHEN #02

CABINETS SHALL BE PREFABRICATED FOR MOST COST EFFECTIVE OPTION. CABINET DETIALS SHOWN AS BASIS OF DESIGN/ CONFIGURATION FOR PREFABRICATED OPTION. OWNER TO APPROVE PRIOR TO PURCHASE.



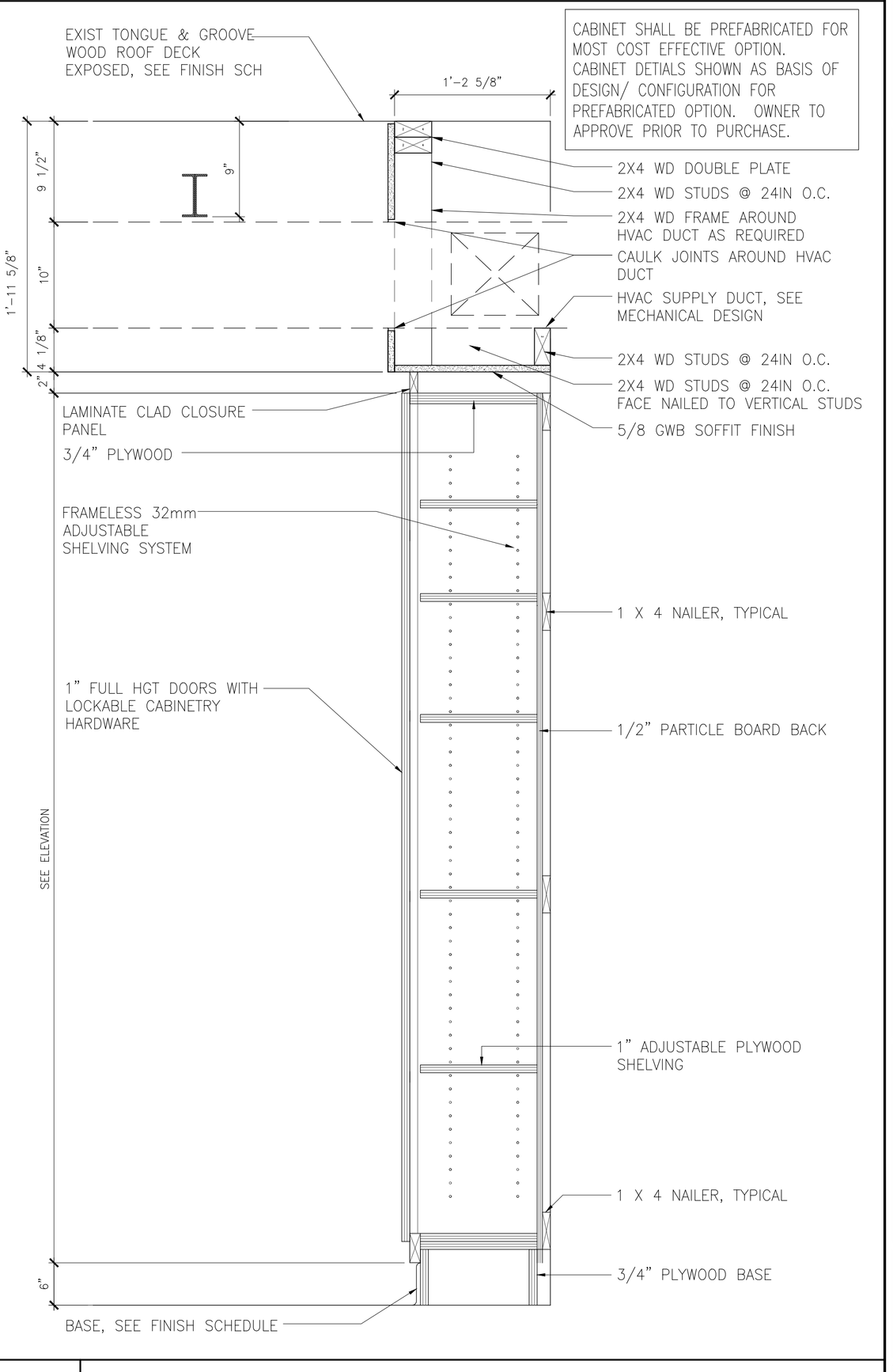
1 INTERIOR ELEVATION

SCALE: 1/4"=1'-0" | MEETING ROOM #01



2 DETAIL - COUNTERTOP

SCALE: 1 1/2"=1'-0" | MEETING ROOM #01



3 DETAIL - STORAGE CABINET

SCALE: 1 1/2"=1'-0" | MEETING ROOM #01

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

SEAL
STATE OF ALABAMA
KARRIE K. MAURIN
7646
MAURINARCHITECTURE
SEAL
08/06/25
REGISTERED ARCHITECT

NUMBER	REVISION DESCRIPTION

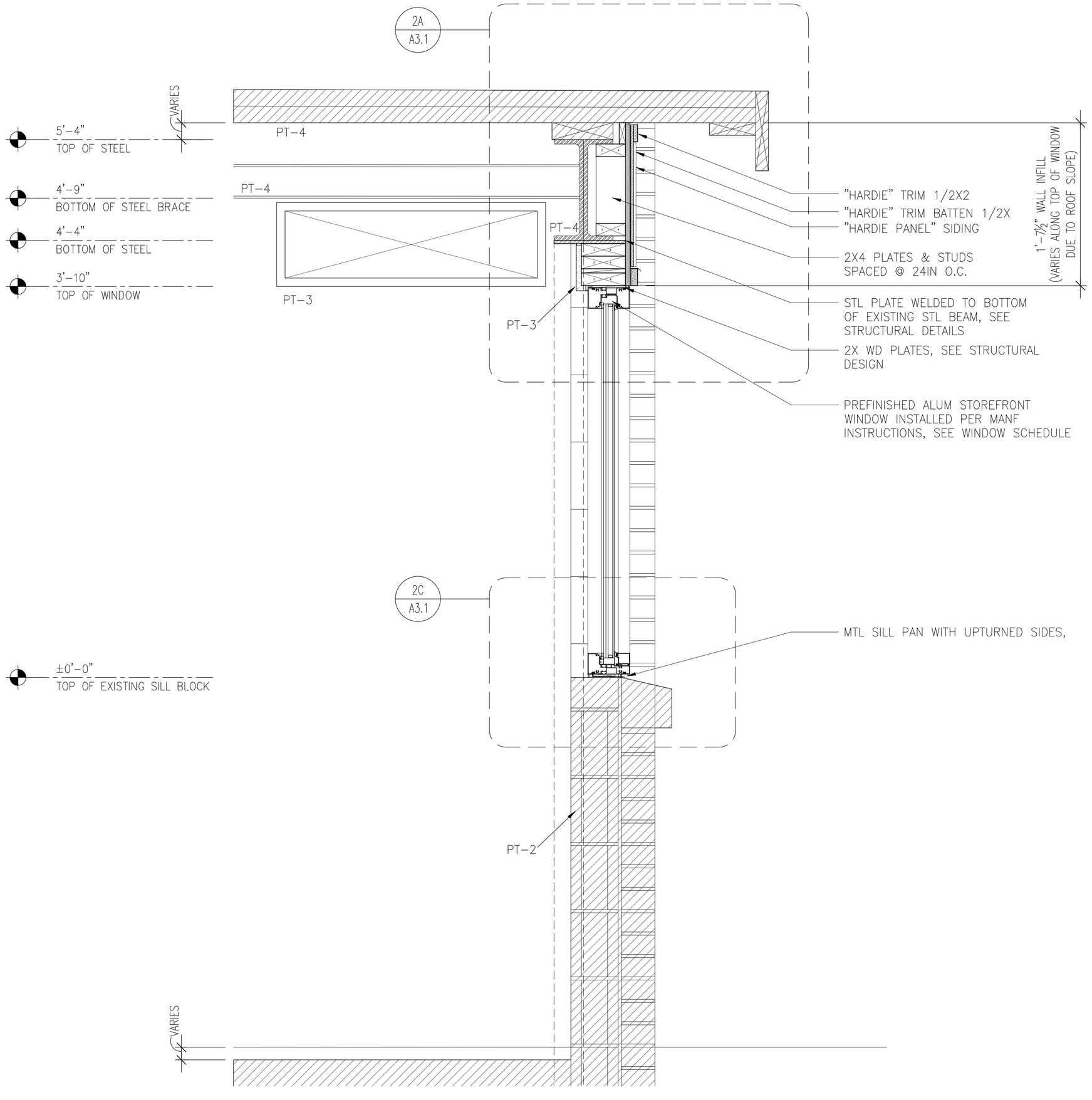
CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL INTERIOR ELEVATIONS & DETAILS

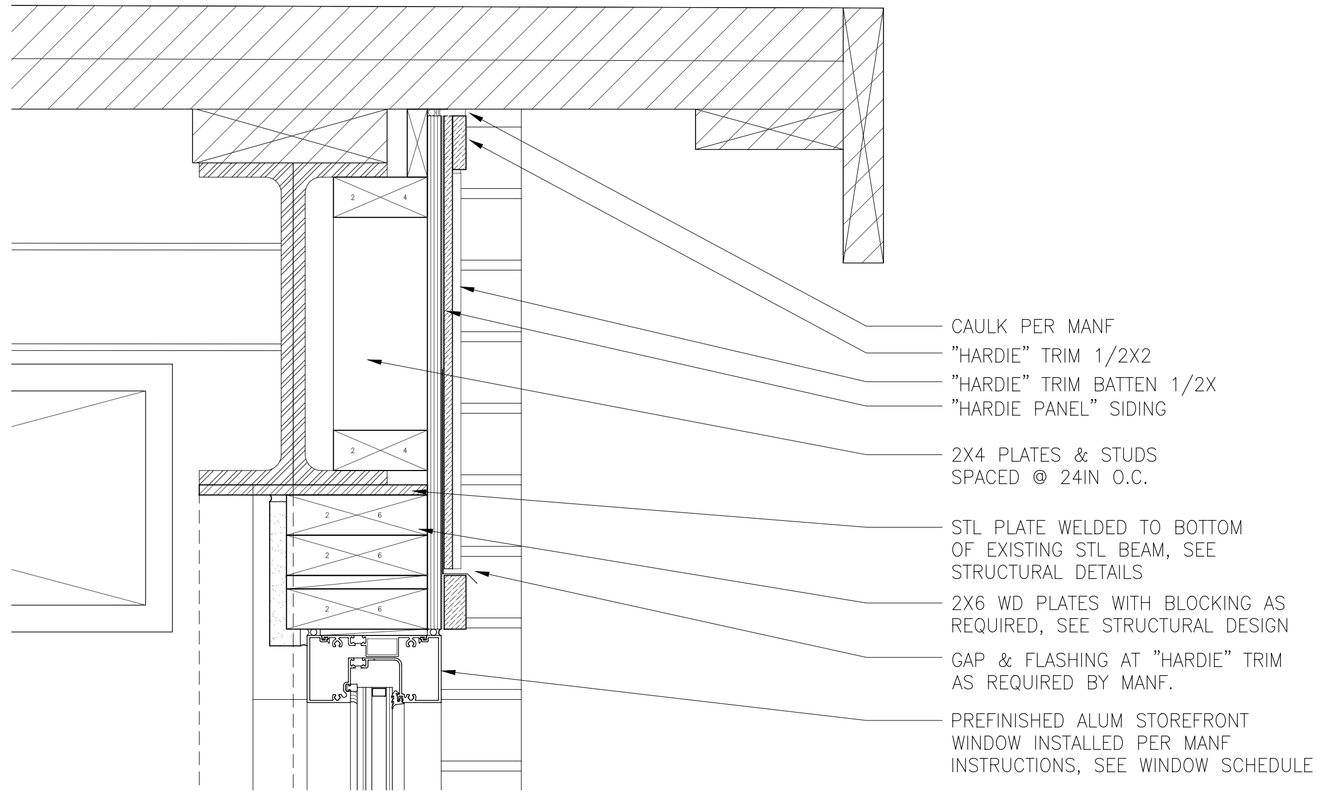
SHEET: A2.1

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM



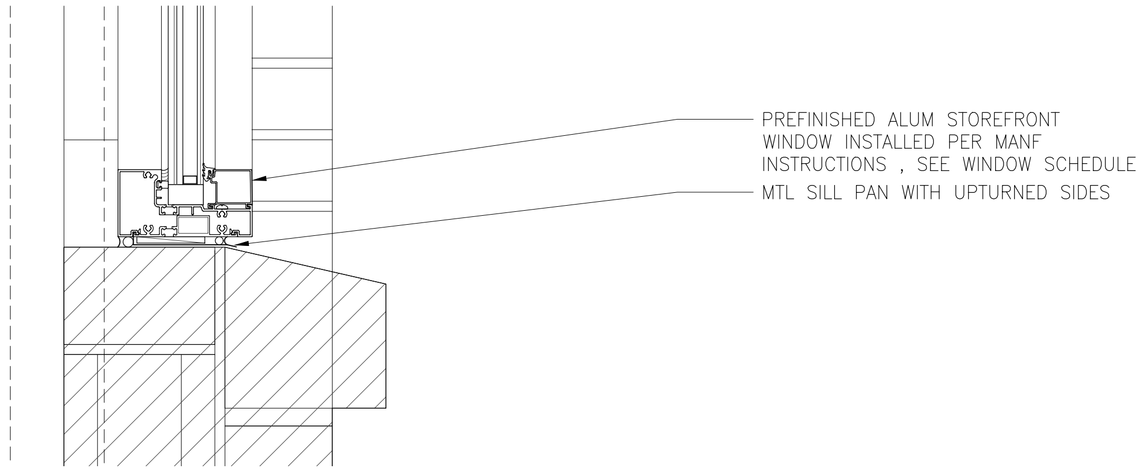
1 WALL SECTION - WINDOW

SCALE: 1 1/2"=1'-0"



2A DETAIL – WINDOW HEAD

SCALE: 3"=1'-0"



2C DETAIL – WINDOW SILL

SCALE: 3"=1'-0"

2 DETAILS - WINDOW

SCALE: 1 1/2"=1'-0"

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

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STATE OF ALABAMA
KARRIE K. MAURIN
7646
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SEAL
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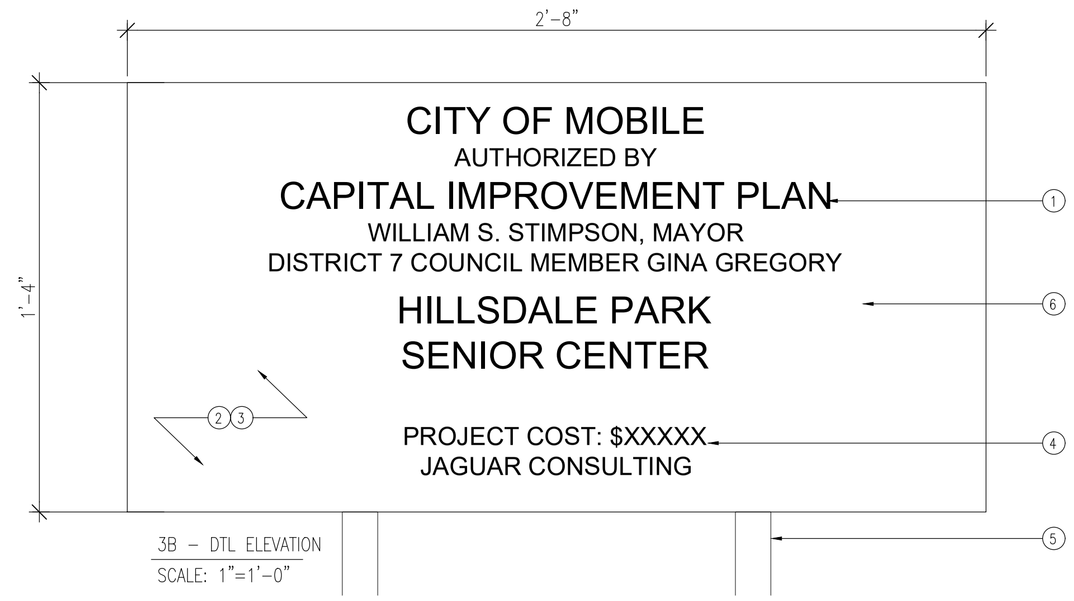
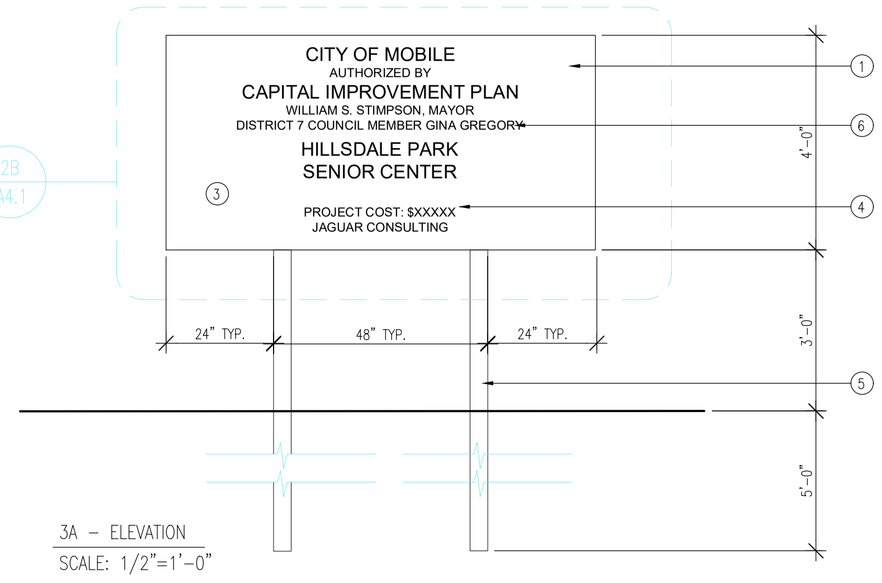
DESIGNED BY:
KKM
DRAWN BY:
KKM
CHECKED BY:
RCM
DATE:
08-06-2025

SHEET TITLE:
ARCHITECTURAL
SECTIONS
& DETAILS

SHEET:
A3.1



3B – DTL ELEVATION
SCALE: 1"=1'-0"



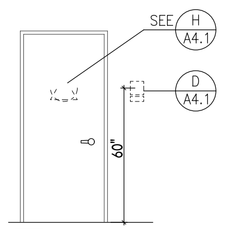
3A – ELEVATION
SCALE: 1/2"=1'-0"

CONSTRUCTION JOBSITE SIGN KEY NOTES

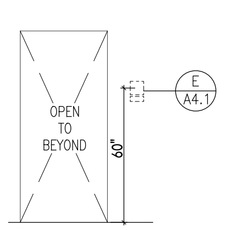
1. SIGN SHALL BE CONSTRUCTED OF 3/4IN MARINE GRADE PLYWOOD PAINTED WITH (2) COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE EOR.
3. SIGN SHALL BE FRESHLY PAINTED AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT AND THEN REMOVED FROM THE SITE
4. PROJECT COST SHALL BE NEATLY PAINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. 4X4 PRESSURE TREATED WOOD POST TO BE PAINTED WITH (2) COATS EXTERIOR SEMIGLOSS WHITE ENAMEL
6. VERIFY VERBIAGE OF SIGN WITH PROJECT EOR BEFORE FABRICATING AND INSTALLING. SUBMIT PROOF FOR APPROVAL TO EOR PRIOR TO INSTALLATION.

3 CITY OF MOBILE - CONSTRUCTION JOB SITE SIGN

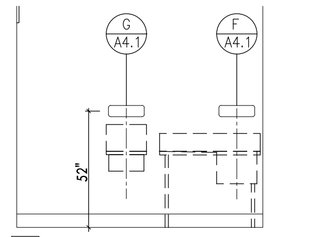
SEE DETAILS



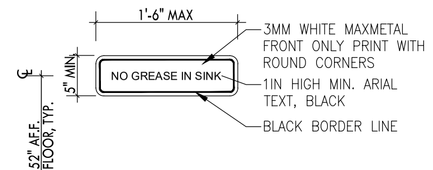
A RESTROOM IDENTIFICATION WALL-MOUNTED SIGNAGE



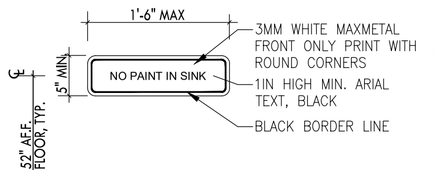
B WARMING KITCHEN IDENTIFICATION WALL-MOUNTED SIGNAGE



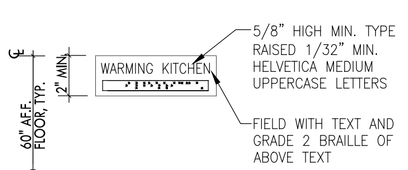
C WARMING KITCHEN SINK IDENTIFICATION WALL-MOUNTED SIGNAGE



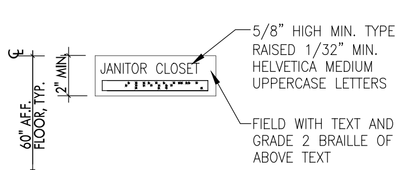
G HAND SINK RULE WALL-MOUNTED SIGNAGE



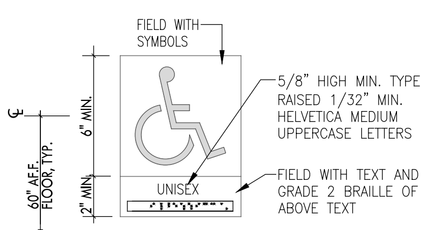
F 1-COMP SINK RULE WALL-MOUNTED SIGNAGE



E ROOM IDENTIFICATION WALL-MOUNTED SIGNAGE



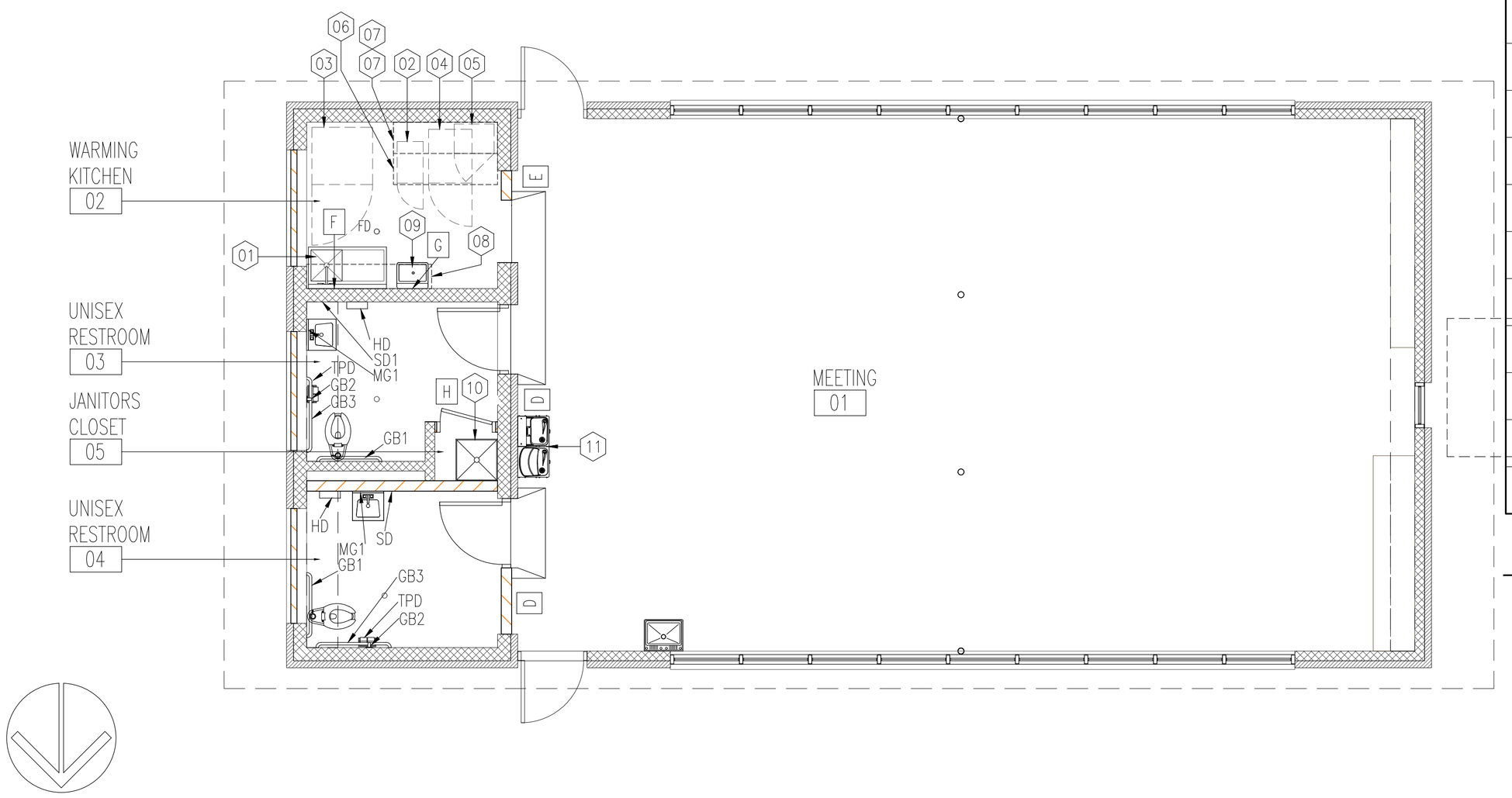
H ROOM IDENTIFICATION WALL-MOUNTED SIGNAGE



D RESTROOM IDENTIFICATION WALL-MOUNTED SIGNAGE

2 INTERIOR SIGNAGE

SCALE: 1/4"=1'-0"



CATERING KITCHEN EQUIPMENT SCHEDULE – BASIS OF DESIGN

KEY NO.	TYPE	MANUFACTURER *	MODEL *	SIZE (VIF) W X D X H	PROCUREMENT**	NOTE
01	1 COMPARTMENT SINK WITH SIDE BOARD	REGENCY --	600S11818224XLFT 24IN DRAIN BOARD & CROSSBRACE	44 1/2"X23 12" --	BASE BID OFOI	GREASE TRAP --
02	UNDERCOUNTER ICE MACHINE 85LBS PROD/22LBS STOR	ICE-O-MATIC	GEMU090 PEARL ICE MAKER	15X24X34 --	ADD ALT #1 UFUI	
03	HORIZON TOP MOUNT FREEZER/FRIDGE	BEVERAGE-AIR --	HF1WHC-1S --	35X34X85 --	ADD ALT #1 UFUI	
04	WARMING OVEN --	METRO HOTBOX --	HBCW8-AC-UC W8 – WIDE PAN CONFIG	25WX30.6DX31.9H --	ADD ALT #1 UFUI	
05	SHELF MICROWAVE --	SOLWAVE --	180MWHD18H NEMA 6-20P PLUG TYPE	16.5X22.25X13.5 --	ADD ALT #1 UFUI	
06	STAINLESS STEEL TABLE 36X60	ADVANCE TABCO --	TELAG-365-X TABLE W/ GALV LEGS – OPEN BELOW	24X36 --	BASE BID OFOI	
07 X2	STAINLESS STEEL SHELF – WALL MTD 18x60 – INSTALL (2) ABOVE SINK	REGENCY --	#600WS1860HD 16 GA STAINLESS STEEL SHELF	18X60 --	BASE BID OFOI	AFF 6'-8" AFF 5'-0"
08	STAINLESS STEEL SHELF – WALL MTD 12X72	REGENCY --	#600WS1272HD 16 GA STAINLESS STEEL SHELF	12X72 INSTALL HGT =	BASE BID OFOI	
09	HAND SINK --	-- --	SEE PLUMBING DESIGN --	-- --	BASE BID OFOI	
10	JANITOR SINK --	-- --	SEE PLUMBING DESIGN --	-- --	BASE BID OFOI	
11	ADA DRINKING FOUNTAIN & BOTTLE FILLER	ELKAY EZH20	VRCTLDDWSK --	36-1/8"X18-5/8" X39"	BASE BID OFOI	

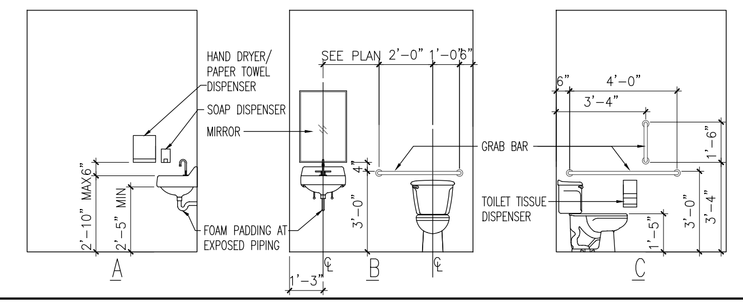
* FFE MANUFACTURERS AND MODELS SHOWN FOR BASIS OF DESIGN.

FFE ABBREVIATIONS

SEE SECTION 10280 FOR TOILET ACCESSORIES
KEYED TO FLOOR PLAN A4.1 AND INT ELEVATIONS A4.1

GB1	GRAB BAR – 36" MIN	HD	AUTOMATIC HAND DRYER, SEE ELECTRICAL
GB2	GRAB BAR – 18" MIN	TPD	TOILET PAPER DISPENSER – CUSTOM FABRICATED OWNER FURNISHED/ OWNER INSTALLED
GB3	GRAB BAR – 42" MIN	FD	FLOOR DRAIN, SEE PLUMBING
MG1	MIRROR – 18" X 30"	UFUI	USER FURNISH, USER INSTALL
SD1	MANUAL SOAP DISPENSER – AMERICAN STANDARD MODEL NO. 0347	OFOI	OWNER FURNISH, OWNER INSTALL
		FE	FIRE EXTINGUISHER, SEE SECTION 10525

TOILET ACCESSORIES ADA INSTALLATION GUIDE



1 FLOOR PLAN - EQUIPMENT & ACCESSORIES

SCALE: 1/4"=1'-0"

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
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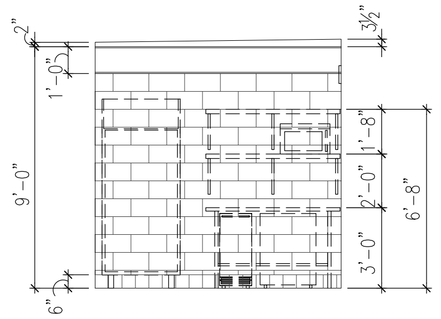
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

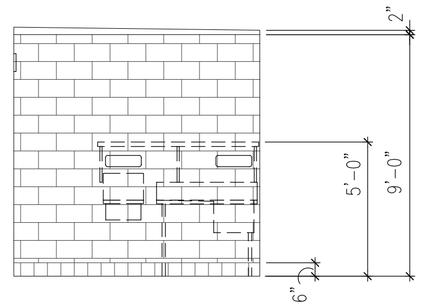
DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL SIGNAGE & FURNITURE, FIXTURE & EQUIPMENT

SHEET: A4.1

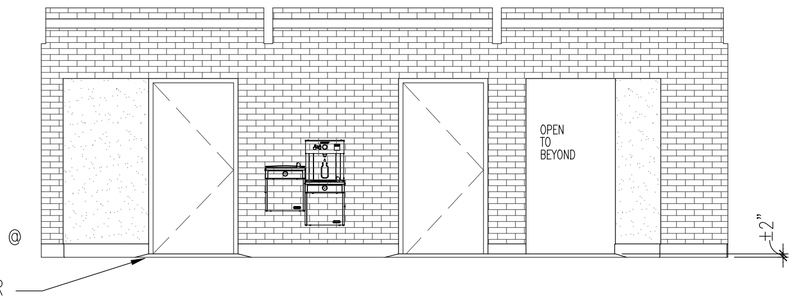


3A – SOUTH ELEVATION



3B – NORTH ELEVATION

INSTALL CONCRETE THRESHOLD APRON AT EACH ENTRY, SLOPED @ 1:12 MAX AND FINISH TO MATCH SURROUNDING FLOOR FINISH PER PER SCHEDULE
TRIM WALL BASE AROUND THRESHOLD APRON AT EACH ENTRY SILL AS REQUIRED.



3	INTERIOR ELEVATION	4	INTERIOR ELEVATION
SCALE: 1/4"=1'-0"	WARMING KITCHEN #02	SCALE: 1/4"=1'-0"	MEETING ROOM #01

DOOR SCHEDULE

	DOOR										FRAME			HARDWR SET *	NOTES
	MARK	LOCATION	TYPE	MAT.	WIDTH (±)	HGT (±)	THICK	FIN.	GLAZING	RATING	TYPE	MAT.	FIN.		
	01	MEETING ROOM EGRESS	EXIST	HM	–	–	--	PT3	--	--	--	HM	PT3	--	NOTE #6
	02	MEETING ROOM EGRESS	EXIST	HM	3'-0"	7'-0"	--	PT3	--	--	--	HM	PT3	--	NOTE #6
	03	UNISEX RESTROOM	A	HM	3'-0"	7'-0"	--	PT3	--	--	1	HM	PT3	2	NOTES #1, 6
	04	UNISEX RESTROOM	A	HM	3'-0"	7'-0"	--	PT3	--	--	1	HM	PT3	2	NOTES #1, 6
	05	JANITOR'S CLOSET	A	HM	3'-0"	7'-0"	--	PT3	--	--	1	HM	PT3	1	NOTES #1, 6

WINDOW SCHEDULE

CASEMENT & FIXED WINDOWS						DETAILS			REMARKS
WINDOW	FRAME				GLAZING				
MARK	W.	HT.	CONST.	FINISH	TYPE	HEAD	JAMB	SILL	
A	30'-0"	3'-10"	ALUM CLAD STOREFRONT	PRE-FINISHED BLACK	VG, TNT	2A/A3.1	2B/A3.1	2C/A3.1	NOTES #1, 2, 3, 4, 5

SCHEDULE ABBREVIATIONS LEGEND

STL	STEEL
VG	IMPACT, VISUAL GLASS
TNT	TINT GLAZING, MIRROR (PREFERRED) OR DARK
HM	HOLLOW METAL
PT	PAINT FINISH, SEE FINISH ABBREVIATIONS ON SHEET A1.1 FOR APPROVED COLOR SELECTION
EXIST	EXISTING TO REMAIN, SEE SCHEDULE IF TO BE REFINISHED
PREFIN	PRE-FINISHED
ALUM CLAD	PRE-FINISHED ALUMINUM CLAD WOOD DOOR SYSTEM ARCHITECT TO SELECT COLOR PRIOR TO CONTRACTOR ORDERING

DOOR, WINDOW & GLAZING NOTES

NOTE #1: VERIFY ALL OPENING DIMENSIONS IN THE FIELD PRIOR TO ORDERING.
NOTE #2: ALL PRE-FINISHED WINDOW COLOR TO BE BLACK & APPROVED BY ARCHITECT PRIOR TO ORDERING.
NOTE #3: ALL EXTERIOR GLAZING TO BE IMPACT RESISTANT UP TO 60'-0".
NOTE #4: ALL STOREFRONT SYSTEMS SHALL BE SEALED AS ASSEMBLED PER MANF WARRANTY AND SHALL BE WATERTIGHT.
NOTE #5: ALL STOREFRONT WINDOW GLAZING TO BE TINTED – MIRROR (PREFERRED) OR DARK TINT.
NOTE #6: SEE DOOR HARDWARE SPECIFICATION 087100 FOR HARDWARE TYPES.

2	SCHEDULES - DOOR & WINDOW
SCALE: 1/4"=1'-0"	--

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
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HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: KKM
DRAWN BY: KKM
CHECKED BY: RCM
DATE: 08-06-2025

SHEET TITLE: ARCHITECTURAL DOOR & WINDOW SCHEDULES

SHEET: A5.1

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: OA-3717 E
61 Saint Joseph Street
SUITE 1100
MOBILE, AL 36602
(251) 402-1564
ROGER J. SMITH, PE 24744
roger@smitheng.us
Smith Job No: 25-031

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 – ECA 50377
C: (251) 455-9189
Christy@JagCon.org

SEAL

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
8/6/2025

PLUMBING FIXTURE CONNECTION SCHEDULE

MARK #	FIXTURE TYPE	CONNECTIONS				REMARKS	NOTES
		WASTE	VENT	CW	HW		
P-1A	FLUSH VALVE WATER CLOSET (HC)	3"	1-1/2"	1"	-	VIT. CHINA, WHITE, 16-5/8" HIGH ELONGATED BOWL, FLOOR MOUNTED FLUSH VALVE TYPE, 1.6 GALLONS PER FLUSH, WITH OPEN FRONT SEAT WITHOUT COVER, AND SLOAN REGAL FLUSH VALVE. INSTALL PER ADA REQUIREMENTS. PROVIDE WITH HANDLE ON THE APPROACH SIDE OF THE FIXTURE. EQUAL TO KOHLER K-96057.	(1)
P-2A	LAVATORY (HC)	1-1/2"	1-1/2"	1/2"	1/2"	VIT. CHINA, WHITE, WALL MOUNTED LAVATORY. PROVIDE WITH SINGLE LEVER ADA GOOSENECK FAUCET, 17 GA. P-TRAP, GRID DRAIN, FLOOR MOUNTED CARRIER, FLEXIBLE SUPPLIES AND STOPS. PROVIDE WITH ASSE 1070 TEMPERATURE LIMITING VALVE SET FOR 105°F. INSTALL PER ADA REQUIREMENTS. EQUAL TO KOHLER K-2035-4 AND DELTA 27C4844. CONTRACTOR SHALL OPEN EXISTING WALLS AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF THE NEW FLOOR MOUNTED FIXTURE CARRIER. PATCH WALLS TO MATCH SURROUNDING ONCE INSTALLATION IS COMPLETED.	(1)
P-3	WATER COOLER (HC)	2"	1-1/2"	1/2"	-	WALL HUNG, DUAL HEIGHT WATER COOLER WITH BOTTLE FILLER. PROVIDE WITH WALL MOUNTING BRACKET, P-TRAP, FLEXIBLE SUPPLY, AND STOP. INSTALL PER ADA REQUIREMENTS. EQUAL TO ELKAY VRCTLDDWSK.	(1)
P-4	ICE MAKER BOX	-	-	1/2"	-	RECESSED BOX WITH 1/4 TURN STOP. EQUAL TO GUY GRAY BIM875.	
P-5	JANITOR'S SINK	3"	2"	1/2"	1/2"	24x24 FLOOR MOUNTED RECEPTOR EQUAL TO FIAT MSB-2424. PROVIDE WITH FIAT 830-AA WALL MOUNTED FAUCET, MOP HANGER, STAINLESS STEEL WALL SPLASH GUARDS, AND STAINLESS STEEL DRAIN GRATE.	
P-6	ART SINK	3"	2"	1/2"	1/2"	23x21 SINK EQUAL TO FIAT FL-1 WITH WALL HANGER, LEG KIT ,AND DECK MOUNTED FAUCET. INSTALL PER SPECIFIC MANUFACTURER'S RECOMMENDATIONS.	
KHS	KITCHEN HAND SINK	2"	2"	1/2"	1/2"	STAINLESS STEEL KITCHEN HAND SINK AND FAUCET EQUAL TO ADVANCE TABCO 7PS-40. PROVIDE WITH LEVER OPERATED DRAIN, BUILT-IN OVERFLOW, AND SPRING CLAMPS. PROVIDE WITH FLOOR MOUNTED CARRIER, FLEXIBLE SUPPLIES, STOPS, AND P-TRAP.	
SNK	KITCHEN SINK	2"	2"	1/2"	1/2"	STAINLESS STEEL SINGLE COMPARTMENT SINK WITH LEFT HANDED DRAINBOARD EQUAL TO REGENCY 600S1181824XLFT AND T &S BRASS B-1146. PROVIDE WITH A FLOOR MOUNTED CARRIER, FLEXIBLE SUPPLIES, STOPS, AND P-TRAPS.	
MV-1	MIXING VALVE	-	-	3/4"	3/4"	MIXING VALVE EQUAL TO SYMMONS 5-225-CK WITH INTERNAL CHECK VALVES. MINIMUM FLOW 0.5 GMP, MAXIMUM FLOW 5.5 GPM @ 10.0 PSI DROP. SET FOR 105°F.	
FPHB	FREEZE PROOF HOSE BIBB	-	-	3/4"	-	FREEZE PROOF HOSE BIBB WITH VACUUM BREAKER. PROVIDE AS RECESSED BOX TYPE WITH HINGED COVER.	
FS	FLOOR SINK	3"	2"	-	-	12x12 FLOOR SINK EQUAL TO ZURN. PROVIDE WITH HALF GRATE.	
FD	3" FLOOR DRAIN	3"	2"	-	-	FLOOR DRAIN EQUAL TO ZURN 415 SERIES WITH BRASS GRATE. PROVIDE WITH "GREEN DRAIN" TRAP SEAL.	
GI	GREASE INTERCEPTOR	3"	2"	-	-	GREASE INTERCEPTOR SHALL BE EQUAL TO ZURN Z1170 SIZE 300. 20 POUND CAPACITY, 10 GPM FLOW RATE. INSTALL PER SPECIFIC MANUFACTURERS RECOMMENDATIONS. PROVIDE WITH TEST WELL AND HEAVY DUTY COVER. INSTALL COVER FLUSH WITH FINISHED FLOOR. PROVIDE EXTENSION RINGS AS NECESSARY TO PROVIDE COVER FLUSH WITH FINISHED FLOOR. THE INSTALLATION OF THE GREASE INTERCEPTOR IS VERY CRITICAL AND SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER PRIOR TO ACCEPTANCE OF THE BUILDING (NO EXCEPTIONS). CONTRACTOR SHALL SUBMIT INSTALLATION SHOP DRAWINGS FOR APPROVAL PRIOR TO BEGINNING ANY WORK.	
SP	SAMPLE PORT	3"	-	-	-	6"Ø SAMPLE PORT FOR GREASE LINE. PROVIDE WITH COVER INSTALLED FLUSHE WITH FINISHED FLOOR.	

(1) HANDICAPPED FIXTURES SHALL BE INSTALLED PER THE LATEST REQUIREMENTS OF ADA.

ELECTRIC WATER HEATER SCHEDULE

MARK EWH	TANK CAPACITY (GALLONS)	MINIMUM EFFICIENCY	TEMPERATURE SETPOINT (F)	HEATING CAPACITY (KW)	VOLTS	Hz	PHASE	RECIRCULATED SYSTEM	NOTES
1	30	0.9	119	2.5	208	60	1	NO	1, 2, 3

NOTES	
1	COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
2	PROVIDE WITH EXPANSION TANK, HEAT TRAPS ON CONNECTIONS, T&P RELIEF VALVE, AUXILIARY DRAIN PAN, ISOLATION VALVES WITH DI-ELECTRIC UNIONS ON HOT AND COLD CONNECTIONS.
3	PROVIDE WITH MASTER MIXING VALVE. SEE DETAIL AND MANUFACTURERTS REQUIREMENTS FOR SPECIFIC PIPING REQUIREMENTS.

GENERAL PLUMBING NOTES

1. THE CONTRACTOR SHALL EXECUTE ALL WORK SO THAT IT PROCEEDS WITH A MINIMUM INTERFERENCE WITH OTHER TRADES.
2. VERIFY EXACT PLUMBING FIXTURE ROUGH-IN AND FINAL HVAC EQUIPMENT REQUIREMENTS IN THE FIELD.
3. DRAIN, WASTE, AND VENT PIPING AND FITTINGS SHALL BE SCHEDULE 40 POLY VINYL CHLORIDE (PVC) SYSTEM "ASTM D 2665". NO FOAM CORE SHALL BE USED.
4. DOMESTIC WATER PIPING SHALL BE ASTM B 88, TYPE K, WITH ANSI B16.18 OR ANSI B16.22 SOLDER JOINT FITTINGS USING SILVER SOLDER AND FLUX CONTAINING NOT MORE THAN 0.2 PERCENT LEAD; OR WITH ANSI B16.26 FLARED JOINT FITTINGS. ASTM B 88, TYPE L MAY BE PROVIDED FOR ABOVEGROUND PIPING. SLEEVE SERVICE ENTRANCE AT SLAB. SEAL AROUND PIPING WATER PROOF.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO PLUMBING FIXTURES. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, FURNISHING AND INSTALLING ALL TRAPS, DRAINS, AND SUPPLIES WITH STOPS. FURNISH AND INSTALL PLUMBING FIXTURES INDICATED OR SPECIFIED, COMPLETE WITH ALL EQUIPMENT, FITTINGS, TRIM AND ACCESSORIES INDICATED OR SPECIFIED. EXPOSED WATER PIPING TO FIXTURES SHALL BE CHROME-PLATED BRASS, IPS. ADJUST WATER FLOW THROUGH ALL FIXTURES TO PROVIDE PROPER FLUSHING ACTION WITH THE LEAST AMOUNT OF WATER.
6. COORDINATE ROUTING OF WATER SUPPLY, WASTE, AND VENT PIPING WITH OTHER TRADES.
7. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES ALL REQUIRED OPENINGS AND EXCAVATIONS.
8. ALL ITEMS PROJECTING THROUGH THE ROOF SHALL BE FLASHED A MINIMUM OF 12" ABOVE THE ROOF. ALL VENTS SHALL BE A MINIMUM OF 10 FEET FROM ANY OUTSIDE AIR INTAKE.
9. FLOOR CLEANOUTS SHALL BE ADJUSTABLE HEIGHT POLISHED BRONZE, NICKEL BRONZE WITH "CO" CAST IN THE FLOOR PLATE.
10. PROVIDE STOPS AND WATER HAMMER ARRESTORS IN ACCORDANCE WITH PDI AND ASSE 1010. AN ACCESS PANEL MUST BE INSTALLED IF WATER HAMMER ARRESTER IS LOCATED INSIDE A WALL OR ABOVE A HARD CEILING. COORDINATE OPENINGS WITH ARCHITECT.
11. PROVIDE DIELECTRIC UNIONS AT ALL DISSIMILAR METAL CONNECTIONS.
12. INSULATE ALL WATER PIPING. DOMESTIC WATER PIPE NOT EXPOSED TO VIEW SHALL BE INSULATED WITH 1" THICK GLASS FIBER WITH FACTORY APPLIED UNIVERSAL JACKET. DENSITY SHALL BE 4 POUNDS PER CUBIC FOOT. FITTINGS SHALL BE INSULATED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. INSULATION VAPOR BARRIER SHALL BE LAPPED AND CEMENTED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DOMESTIC WATER PIPE EXPOSED TO VIEW SHALL BE INSULATED SAME AS WHERE NOT EXPOSED TO VIEW, EXCEPT IT SHALL BE FINISHED WITH A SIZED UNIVERSAL JACKET SUITABLE FOR PAINTING. FITTING SHALL BE MADE OF "QUICKSET" CEMENT MOLDED TO FIT AND COVERED WITH 8 OZ. CANVAS AND FINISHED WITH WHITE VAPOR BARRIER CEMENT, AND HAVE PLASTIC MOLDED FITTING COVERS. INSULATE DOMESTIC WATER AND WASTE PIPING UNDER HANDICAP LAVATORIES AND SINKS USING "LAVGUARD2 E-Z SERIES" MOLDED VINYL PIPING COVERS. COVER ALL PIPING, FITTING, VALVES, AND TRAPS EXPOSED TO VIEW.
13. ROUTE ALL PIPING AS TO CAUSE MINIMAL INTERFERENCE FOR MAINTENANCE OF ALL EQUIPMENT. UNLESS OTHERWISE NOTED, ALL DOMESTIC WATER PIPING SHALL BE ROUTED WITHIN CHASE SPACE. PIPING BELOW SLAB SHALL BE WITHOUT JOINTS AND TEES. PIPING PASSING THRU WALLS EXTENDING TO BOTTOM OF STRUCTURE SHALL BE SLEEVED AND SEALED. ALL DOMESTIC WATER PIPING ROUTED EXPOSED BELOW 6'-8" ABOVE FINISH FLOOR SHALL BE PROVIDED WITH A PVC JACKET TO PREVENT DAMAGE TO THE PIPE.
14. PROVIDE SHUTOFF VALVE TO EACH SILLCOCK WITH VALVE IDENTIFICATION AS REQUIRED BY CODE.
15. BEFORE FINAL ACCEPTANCE OF THE WORK, TEST EACH SYSTEM AS IN SERVICE TO DEMONSTRATE COMPLIANCE WITH 2021 INTERNATIONAL PLUMBING CODE AND LOCAL CODE REQUIREMENTS. ONCE TEST ARE IN COMPLIANCE WITH CONTRACT REQUIREMENTS DISINFECT WATER SYSTEM IN ACCORDANCE WITH AWWA C651.
16. CONTRACTOR TO VERIFY ALL LOCATIONS OF ROOF PENETRATIONS WITH ARCHITECTURAL DRAWINGS.
17. PIPE HANGERS AND SUPPORTS SHALL BE MSS SP-58 AND MSS SP-69, TYPE 1 OR 6, OF THE ADJUSTABLE TYPE, EXCEPT AS INDICATED OTHERWISE. ATTACHMENTS TO STEEL W OR S BEAMS SHALL BE WITH TYPE 21, 28, 29, OR 30 CLAMPS. ATTACHMENTS TO STEEL ANGLES AND CHANNELS (WITH WEB VERTICAL) SHALL BE WITH TYPE 20 CLAMP WITH A BEAM CLAMP CHANNEL ADAPTER. ATTACHMENTS TO STEEL CHANNEL (WITH WEB HORIZONTAL) SHALL BE WITH DRILLED HOLE ON CENTERLINE AND DOUBLE NUT AND WASHER. ATTACHMENTS TO CONCRETE SHALL BE WITH TYPE 18 INSERT OR A DRILLED HOLE WITH EXPANSION ANCHOR. HANGER RODS AND ATTACHMENTS SHALL BE FULL SIZE OF THE HANGER-THREADED DIAMETER. PROVIDE TYPE 40 INSULATION PROTECTION SHIELDS FOR INSULATED PIPING. PROVIDE STEEL SUPPORT RODS. PROVIDE NONMETALLIC, HAIR FELT, OR PLASTIC PIPING ISOLATORS BETWEEN COPPER TUBING AND THE HANGERS.
18. LABEL ALL WATER SERVICE VALVES IN ACCORDANCE WITH APPLICABLE CODES
19. COORDINATE EXACT FLOOR DRAIN LOCATIONS ARCHITECTURAL DRAWINGS. SLOPE ENTIRE ROOM TO DRAINS.
20. ALL TRAP PRIMER VALVES NOT LOCATED IN NORMALLY UNOCCUPIED SPACES SHALL BE MOUNTED ABOVE THE CEILING AND PROVIDED WITH A LABEL ON THE CEILING GRID TO INDICATE THE TRAP PRIMER LOCATION. NO TRAP PRIMERS SHALL BE INSTALLED EXPOSED IN NORMALLY OCCUPIED SPACES.
21. ROUTE SANITARY PIPING AS HIGH AS POSSIBLE TO AVOID CONFLICT WITH FOOTERS AND TO MAINTAIN ABILITY TO GRAVITY DISCHARGE INTO CITY SEWER. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATION OF THE NEW SANITARY SEWER LATERAL AND ENSURE WASTE PIPING IS INSTALLED TO PROVIDE A GRAVITY DISCHARGE INTO THE CITY MAIN.
22. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL ASSOCIATED WASTE AND WATER TAP FEES ASSOCIATED WITH THIS PROJECT. ALL FEES ARE TO BE INCLUDED IN THE CONSTRUCTION COST.
23. ALL WORK INSTALLED SHALL MEET THE REQUIREMENTS OF THE LOCAL AUTHORITY HAVING JURISDICTION, THE 2021 INTERNATIONAL PLUMBING CODE, AND THE 2013 ASHRAE 90.1 ENERGY CONSERVATION CODE.

NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: JGS
DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

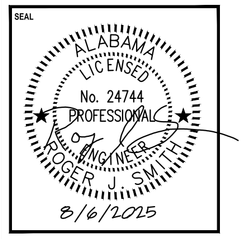
SHEET TITLE: PLUMBING SCHEDULES AND NOTES

SHEET: P1.0

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 Saint Joseph Street
SUITE 1100
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us
Smith Job No: 25-031

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 – ECA 50377
C: (251) 455-9189
Christy@JagCon.org

SEAL



NUMBER REVISION	REVISION DESCRIPTION

SHEET NOTES

1. EXISTING PLUMBING FIXTURE TO BE REMOVED ENTIRELY. REMOVE WASTE, WATER, AND VENT PIPING TO A POINT INSIDE THE WALL, ABOVE THE CEILING, OR BELOW THE SLAB. ALL EXISTING SANITARY WASTE PIPING INSIDE THE BUILDING IS TO BE REMOVED OR ABANDONED IN PLACE. IT IS NOT TO BE REUSED. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS.
2. PREVIOUS LOCATION OF NATURAL GAS METER. EXISTING NATURAL GAS PIPING HAS BEEN ABANDONED IN PLACE. CONTRACTOR SHALL REMOVE ALL NATURAL GAS PIPING INSIDE AND OUTSIDE THE BUILDING ENTIRELY. PATCH ALL INTERIOR AND EXTERIOR WALL PENETRATIONS WEATHER PROOF TO MATCH SURROUNDING CONSTRUCTION/FINISHES.
3. EXISTING HOSE BIBB TO BE REMOVED.
4. EXISTING FLOOR DRAIN TO BE REMOVED ENTIRELY. REMOVE WASTE AND VENT PIPING TO A POINT INSIDE THE WALL, ABOVE THE CEILING, OR BELOW THE SLAB. PREPARE PIPING FOR REUSE OR CAP AIR TIGHT. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS.
5. EXISTING WATER HEATER TO BE REMOVED ENTIRELY. REMOVE ALL ASSOCIATED HOT WATER PIPING BETWEEN WATER HEATER AND FIXTURES.
6. REMOVE ABANDONED NATURAL GAS PIPING ENTIRELY. PATCH WALL PENETRATIONS TO MATCH SURROUNDING.

N

1 **PLUMBING DEMO PLAN**

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

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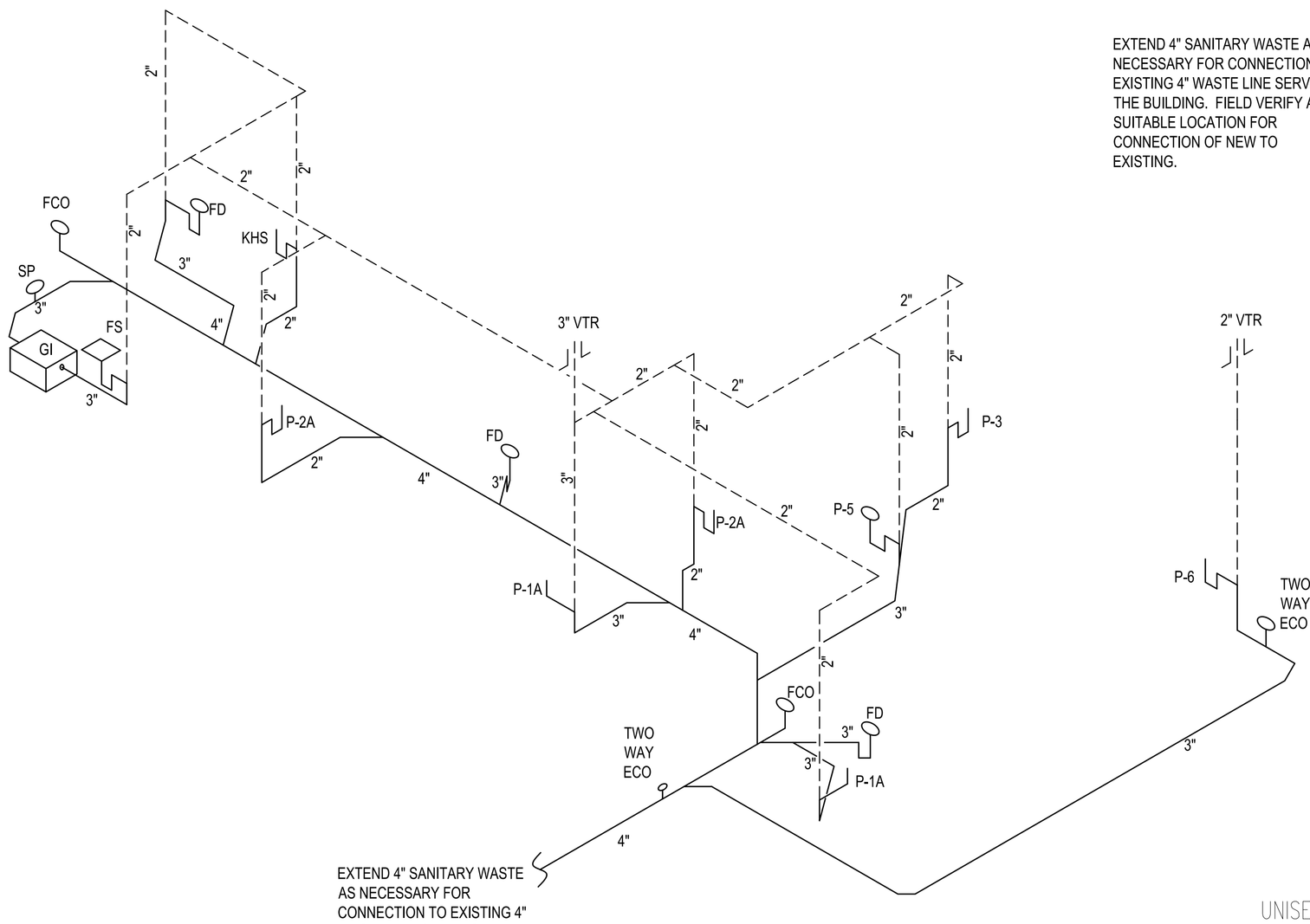
SHEET TITLE: PLUMBING DEMO PLAN

SHEET: P2.0

SHEET NOTES

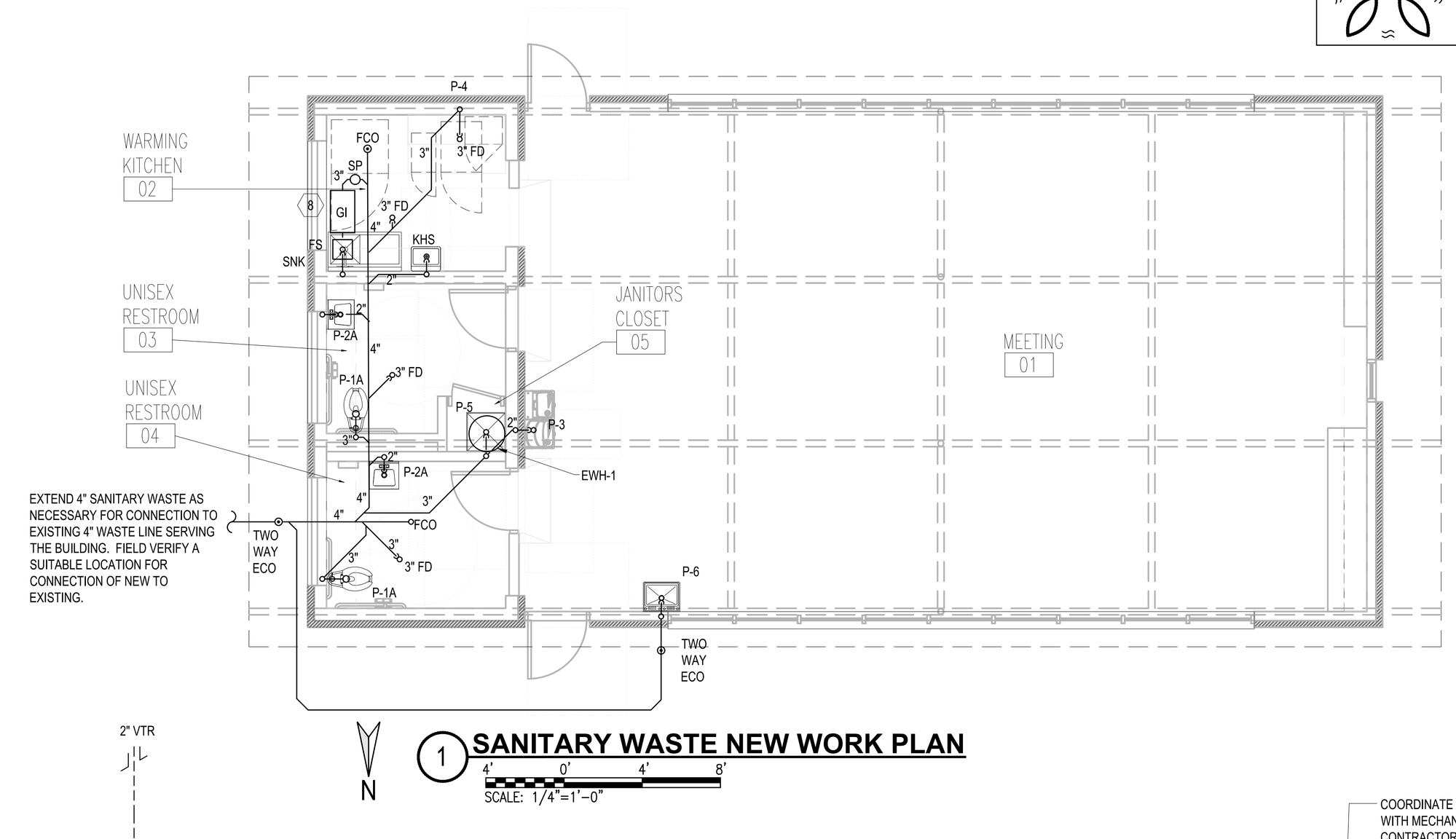
1. 1" CW DOWN INSIDE WALL FOR CONNECTION TO WATER CLOSET.
2. 1/2" HW/CW DOWN INSIDE WALL FOR CONNECTION TO FIXTURE.
3. 1/2" CW DOWN INSIDE WALL FOR CONNECTION TO FIXTURE.
4. 3/4" HW/CW DOWN FOR CONNECTION TO MIXING VALVE.
5. 1/2" CW DOWN INSIDE WALL FOR CONNECTION TO FREEZE PROOF HOSE BIBB. PROVIDE ISOLATION SHUT OFF VALVE AT CEILING LEVER BEFORE THE LINE TURNS DOWN TO THE HOSE BIBB.
6. 1/2" CW DOWN INSIDE WALL. CONTINUE DOWN TO BELOW THE SLAB FOR EXTENSION TO EXTERIOR WALL AT ICE MAKER BOX. TURN UP INSIDE WALL BEHIND ICE MAKER FOR CONNECTION TO ICE MAKER BOX. SAWCUT SLAB AND WALL AS NECESSARY TO ACCOMMODATE INSTALLATION OF PIPING. PATCH WALLS AND SLAB TO MATCH SURROUNDING.
7. OPEN WALLS AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF THE FLOOR MOUNTED CARRIER FOR THE LAVATORY. PATCH WALLS TO MATCH SURROUNDING.
8. EXTEND 2" DRAIN DOWN FROM SINK FOR INDIRECT DISCHARGE INTO FLOOR SINK. EXTEND FLOOR SINK DRAIN AS NECESSARY FOR CONNECTION TO GREASE INTERCEPTOR. INCLUDE 6"Ø SAMPLING PORT DOWNSTREAM OF GREASE INTERCEPTOR.



3 SANTARY WASTE RISER

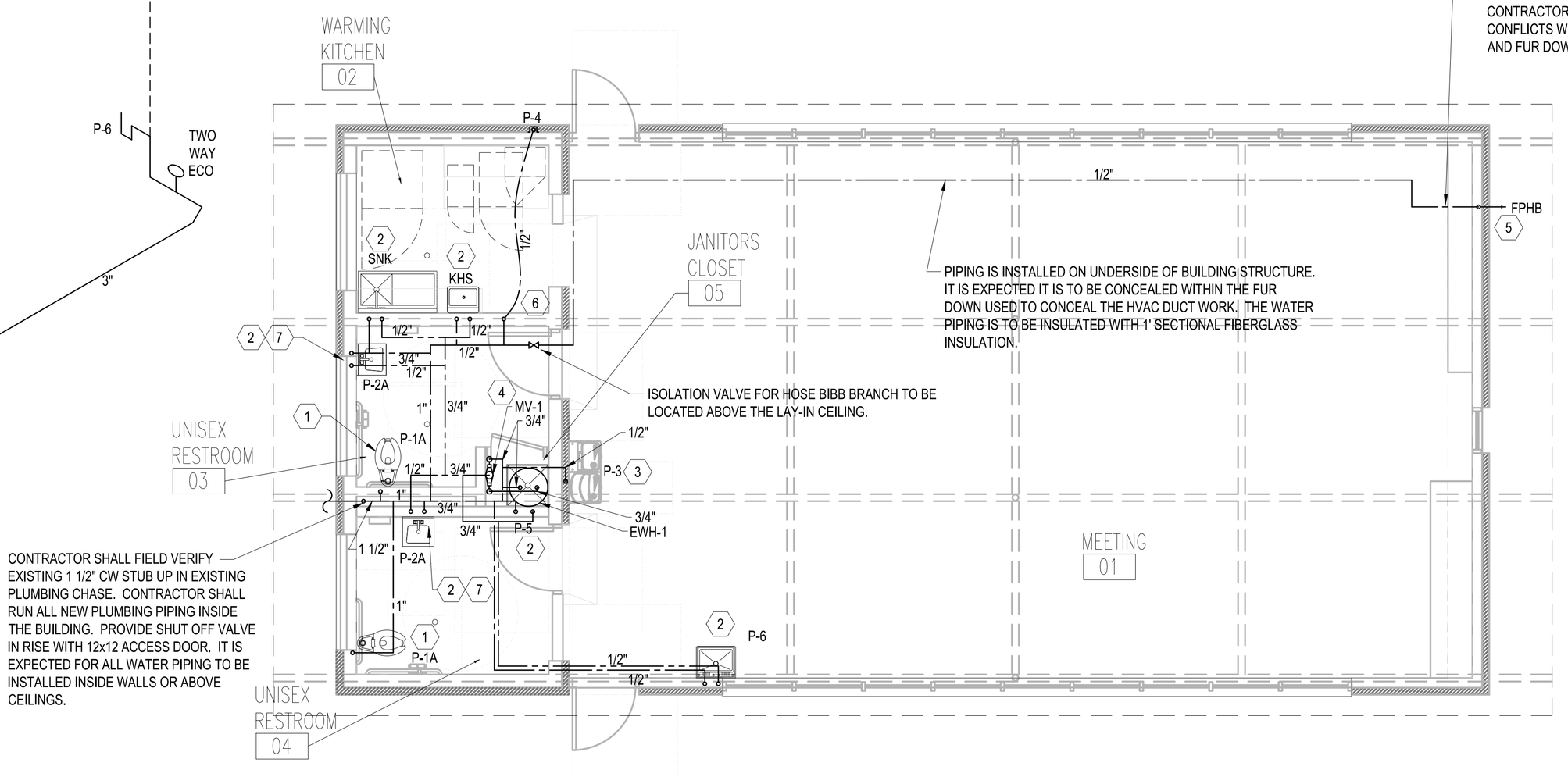
NOT TO SCALE

CONTRACTOR SHALL SAWCUT SLAB AND OPEN MASONRY WALLS AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF ALL NEW WASTE, WATER, AND VENT PIPING. FLOOR SLAB AND WALLS SHALL BE PATCHED TO MATCH SURROUNDING. COORDINATE WORK WITH OTHER TRADES.



1 SANITARY WASTE NEW WORK PLAN

SCALE: 1/4"=1'-0"



2 PLUMBING NEW WORK PLAN

SCALE: 1/4"=1'-0"

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 Saint Joseph Street
SUITE 1100
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smithmeng.us
Smith Job No: 25-031

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 – ECA 50377
C: (251) 455-9189
Christy@JagCon.org

SEAL
ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
8/6/2025

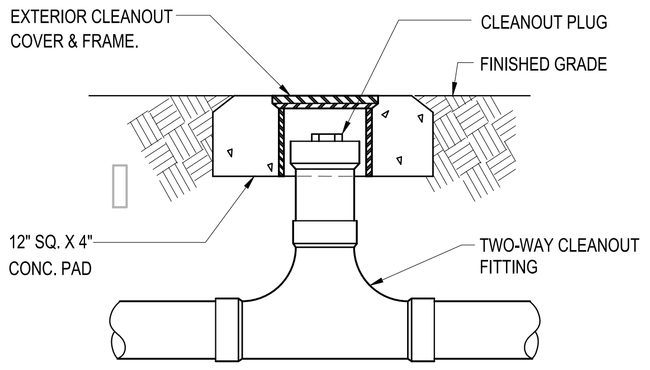
NUMBER	REVISION DESCRIPTION
REVISION	

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: RJS
DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

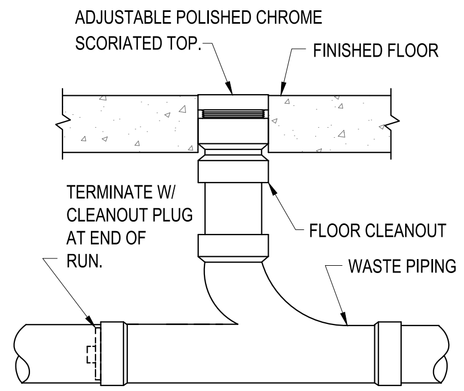
SHEET TITLE: PLUMBING NEW WORK PLAN

SHEET: P2.1



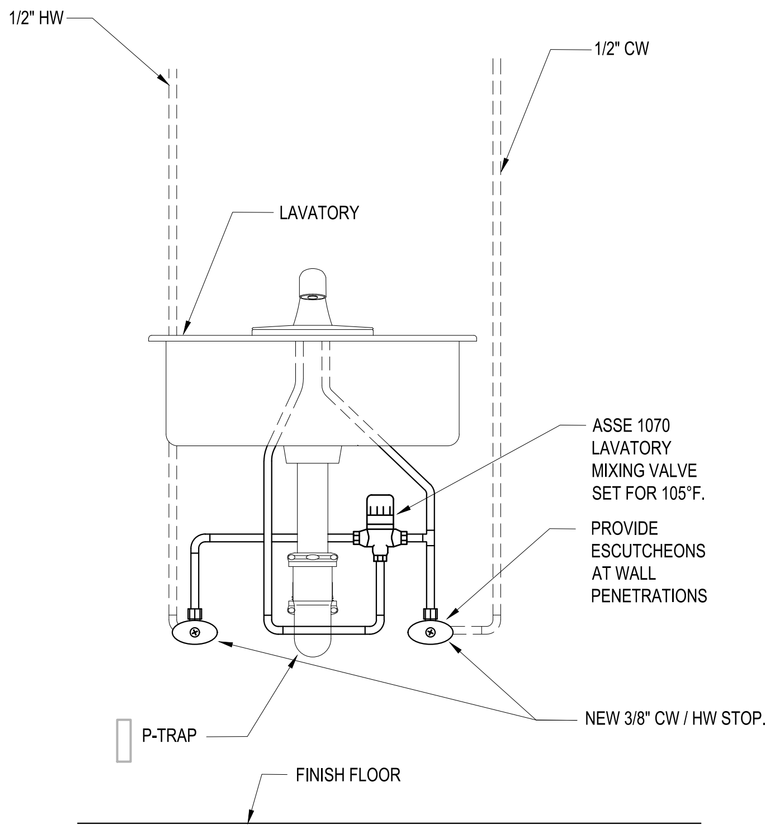
1 TWO-WAY CLEANOUT DETAIL

NOT TO SCALE



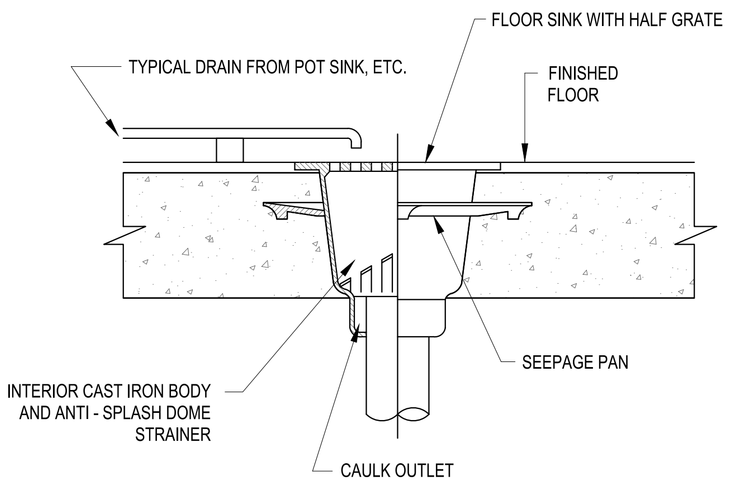
2 FLOOR CLEANOUT DETAIL

NOT TO SCALE



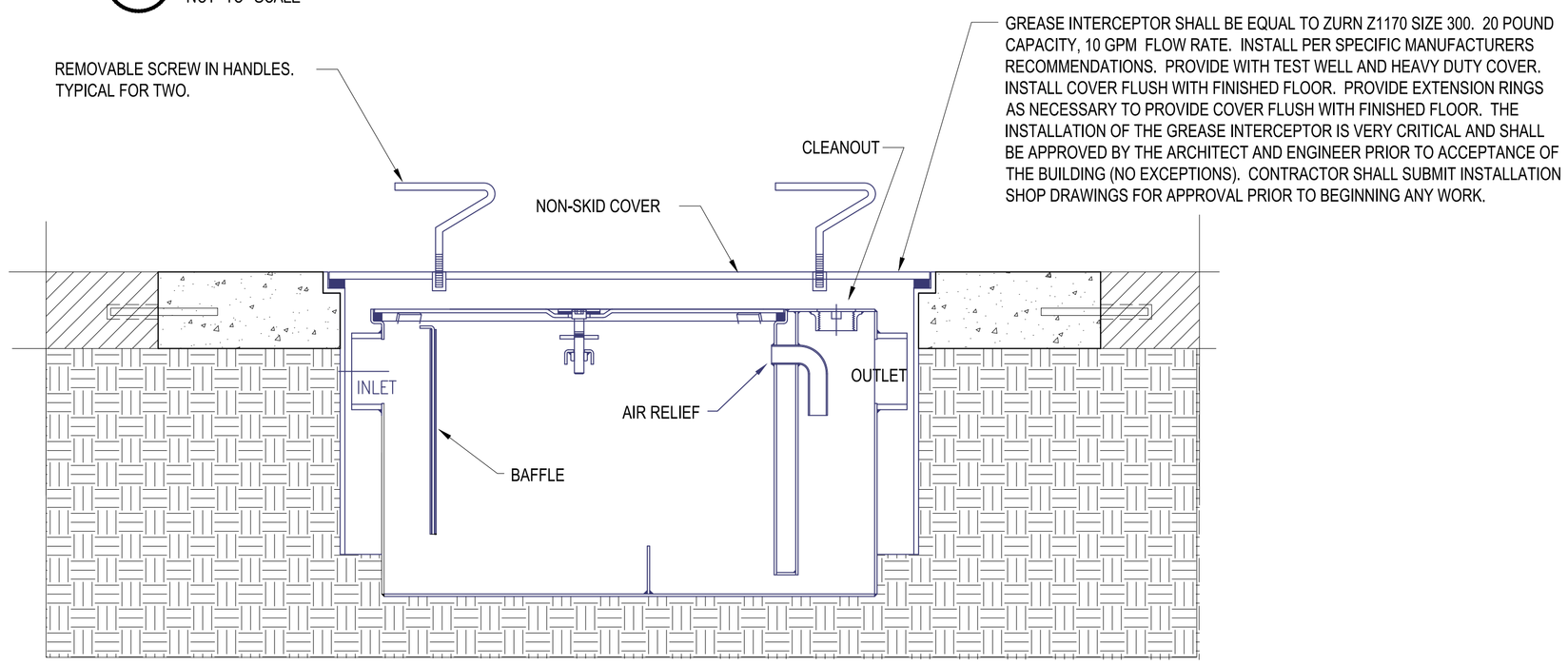
4 LAVATORY MIXING VALVE DETAIL

NOT TO SCALE



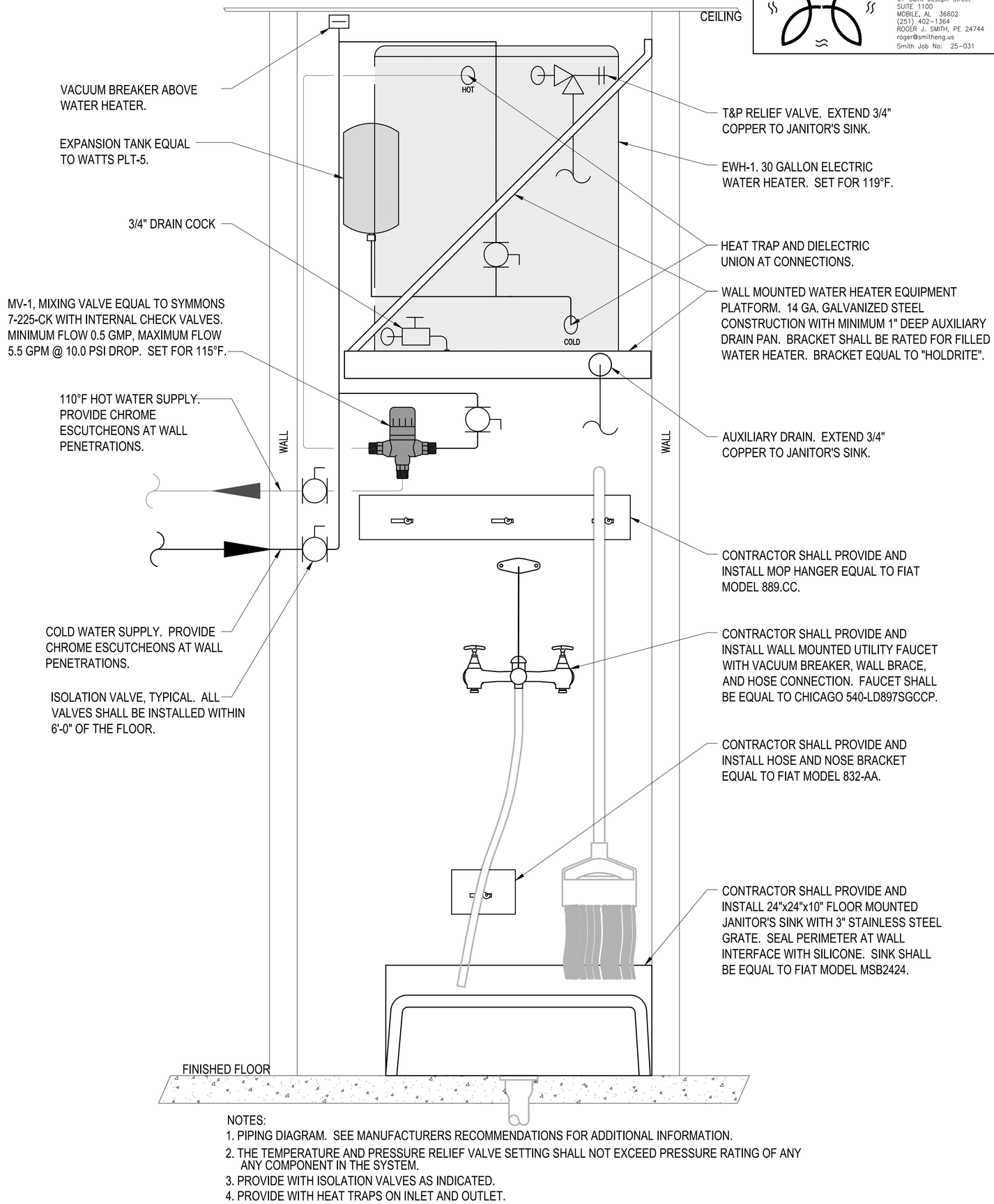
5 FLOOR SINK DETAIL

NOT TO SCALE



6 GREASE INTERCEPTOR DETAIL

NOT TO SCALE



NOTES:
1. PIPING DIAGRAM. SEE MANUFACTURERS RECOMMENDATIONS FOR ADDITIONAL INFORMATION.
2. THE TEMPERATURE AND PRESSURE RELIEF VALVE SETTING SHALL NOT EXCEED PRESSURE RATING OF ANY ANY COMPONENT IN THE SYSTEM.
3. PROVIDE WITH ISOLATION VALVES AS INDICATED.
4. PROVIDE WITH HEAT TRAPS ON INLET AND OUTLET.

7 EWH-1 INSTALLATION DETAIL

NOT TO SCALE

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: OA-3717 E
61 Saint Joseph Street
SUITE 1100
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smithmeng.us
Smith Job No: 25-031

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 – ECA 50377
C: (251) 455-9189
Christy@JagCon.org

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DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

SHEET TITLE: PLUMBING DETAILS

SHEET: P3.0

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 Saint Joseph Street
SUITE 1100
MOBILE, AL 36602
(251) 402-1564
ROGER J. SMITH, PE 24744
roger@smithmeng.us
Smith Job No: 25-031

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 – ECA 50377
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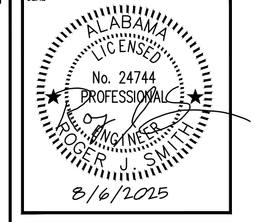


FAN SCHEDULE

MARK FAN	AIR FLOW (CFM)	STATIC PRESSURE (in of H20)	DRIVE TYPE	FAN TYPE	FAN SERVICE	INTERLOCK WITH	MAXIMUM RPM	MAXIMUM SONES	MOTOR		ELECTRICAL DATA			NOTES
									WATTS	HORSE POWER	VOLTS	Hz	PHASE	
EF-1	70	0.25	DIRECT	CEILING	RESTROOMS	LIGHTS	1,200	3.0	89	N/A	120	60	1	1, 2, 3
EF-2	70	0.25	DIRECT	CEILING	RESTROOMS	LIGHTS	1,200	3.0	89	N/A	120	60	1	1, 2, 3

NOTES	
1	COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
2	PROVIDE FAN WITH SOLID STATE SPEED CONTROLLER. CONTROLLER SHALL BE LOCATED ABOVE THE CEILING ADJACENT TO THE FAN.
3	EXTEND RIGID SNAP LOCK EXHAUST DUCT TO DISCHARGE WALL CAP.

2021 IMC OUTDOOR AIR VENTILATION REQUIREMENT CALCULATIONS

APPLICATION	OCCUPANCY (PERSONS AND/OR AREA)	X	CFM/PERSON REQUIREMENT	X	CFM/SF REQUIREMENT	=	TOTAL OUTSIDE AIR REQUIRED
COMMUNITY RM	50 PEOPLE 1,108 SF	X	5.0	X	0.06	=	316

PACKAGED HEAT PUMP UNIT SCHEDULE

MARK HP-	AIR DATA				COOLING CAPACITY					ELECTRIC REHEAT		FILTER		COMPRESSOR (RLA)	OUTDOOR FAN (FLA)	MINIUMUM COP	MINIMUM IEER	ELECTRICAL DATA					NOTES
	TOTAL (CFM)	OUTSIDE (CFM)	EXTERNAL STATIC PRESSURE (in of H2O)	MOTOR (HP)	EDB (F)	EWB (F)	AMBIENT (F)	SENSIBLE BTUH	TOTAL BTUH	CONTROL STAGES	STRIP HEAT (KW)	TYPE	MIN MERV					VOLTS	Hz	PHASE	MCA (AMPS)	MOCP (AMPS)	
1	3,000	320	0.5	0.82	80	67	95	71,880	94,000	2	18.8	1"	8	2@12.2	2@1.5	3.4	15.0	208	60	3	102.0	110	1, 2, 3, 4

NOTES	
1	COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
2	PROVIDE UNIT WITH 1" THICK INSULATION AND FACTORY MOUNTED SINGLE POINT POWER DISCONNECT. PROVIDE UNIT WITH TWO POSITION MOTORIZED OUTSIDE AIR DAMPER. AS UNIT IS ENERGIZED, DAMPER SHALL MODULATE OPEN TO SCHEDULED VALUE, ELSE IT SHALL BE CLOSED.
3	PROVIDE AND INSTALL UNIT WITH RETURN DUCT MOUNTED RETURN AIR SMOKE DETECTOR. SMOKE DETECTOR SHALL BE UL LISTED.
4	BASIS OF DESIGN: CARRIER 50FEQM SERIES. PROVIDE WITH WIFI ENABLED THERMOSTAT MATCHED TO THE EQUIPMENT.

AIR DEVICE SCHEDULE

MARK	SW CFM	BASIS OF DESIGN: TITUS 300FS							
CFM	0-150	151-220	221-300	301-340	341-400	401-440	441-520	521-600	2 4 5
GRILLE FACE SIZE	8x6	10x6	12x6	14x6	12x8	18x6	22x6	12x12	
DUCT CONNECTION	8x6	10x6	12x6	14x6	12x8	18x6	22x6	12x12	

PROVIDE AIR DEVICE WITH THE FOLLOWING OPTIONS:

1. REFER TO ARCHITECTURAL PLANS FOR CEILING TYPES. PROVIDE AIR DEVICE WITH 24"x24" LAY-IN PANEL FOR GRILLES IN LAY-IN CEILING.
2. PROVIDE AIR DEVICE WITH INTEGRAL BALANCING DAMPER.
3. PROVIDE AS 4-WAY THROW UNLESS INDICATED OTHERWISE.
4. AIR DEVICE SHALL BE PAINTED OFF WHITE.
5. TRANSITION DUCT FROM SIZE INDICATED TO AIR DEVICE CONNECTION SIZE.

HVAC GENERAL NOTES:

1. INSTALL ALL WORK IN COMPLIANCE WITH THE LOCAL AUTHORITY HAVING JURISDICTION, THE 2021 INTERNATIONAL MECHANICAL CODE, AND THE 2013 ASHRAE 90.1 ENERGY CONSERVATION CODE.
2. COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR PRIOR TO BEGINNING ANY WORK.
3. INSTALL OUTDOOR UNITS ON 4" THICK CONCRETE PADS EXTENDING 6" IN ALL DIRECTIONS BEYOND FOOTPRINT OF UNIT. PLASTIC OR FIBERGLASS EQUIPMENT PADS SHALL NOT BE USED. SECURE UNITS TO CONCRETE PAD WITH A MINIMUM OF TWO "REDHEAD" TYPE ANCHORS.
4. DUCT CONSTRUCTION SHALL BE PER THE LATEST REQUIREMENTS OF NFPA 90A AND 90B, SMACNA AND ASHRAE AND SHALL MEET OR EXCEED THEIR REQUIREMENTS FOR SUPPORT AND REINFORCEMENT.
5. REFRIGERANT SUCTION LINES SHALL BE INSULATED WITH FLEXIBLE ELASTOMERIC INSULATION WITH A MINIMUM THICKNESS OF 0.5". ALL INSULATION INSTALLED AT BUILDING EXTERIOR SHALL BE PAINTED WITH TWO COATS OF WHITE UV PROTECTIVE PAINT.
6. BRANCH SUPPLY AND RETURN DUCT RUNOUTS SHALL BE GALVANIZED SNAP-LOCK WITH ALL JOINTS AND SEAMS SEALED WITH MASTIC. TRAVERSE JOINTS SHALL BE CONNECTED WITH SHEET METAL SCREWS MINIMUM 6" ON CENTER. ALL GALVANIZED DUCT SHALL BE INSULATED WITH 2" THICK, 1 POUND DENSITY WRAP INSULATION. INSULATION TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
7. FLEXIBLE DUCT TO SUPPLY GRILLES SHALL NOT EXCEED 8'-0". ROUTE EXTERNALLY INSULATED RIGID SNAP LOCK DUCT TO WITHIN 8'-0" OF GRILLE.
8. EQUIPMENT PROVIDED AND INSTALLED ON THIS PROJECT SHALL MEET OR EXCEED THE MINIMUM EFFICIENCY REQUIREMENTS INDICATED IN THE SCHEDULE.
9. DUCT CONSTRUCTION SHALL BE G-90 GALVANIZED SHEET METAL. DUCT SEALING SHALL BE CLASS "A", ALL JOINTS, SEAMS, AND PENETRATIONS SHALL BE BRUSHED WITH 2 COATS OF WATER BASED MASTIC. THE DUCT SEAL SHALL MEET OR EXCEED PRESSURE CLASS 2".
10. ALL SHEET METAL DUCT SHALL BE INTERNALLY INSULATED WITH 1" THICK, MINIMUM R-4.3 DUCT LINER. INSTALLED PER SPECIFIC MANUFACTURERS RECOMMENDATIONS.
11. THE MECHANICAL CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES ALL REQUIRED OPENINGS IN WALLS, FOUNDATIONS, FLOORS, AND ROOFS. CONTRACTOR SHALL INSTALL LOUVERS PER MANUFACTURERS RECOMMENDATIONS AND DETAILS INDICATED ON THE ARCHITECTURAL PLANS.
12. ALL OUTSIDE AIR INLETS SHALL BE LOCATED A MINIMUM OF 10 FEET FROM ANY EXHAUST AIR OUTLET OR PLUMBING VENT STACK. COORDINATE WITH THE PLUMBING DRAWINGS AND WITH THE PLUMBING AND GENERAL CONTRACTORS IN THE FIELD.
13. THE MECHANICAL CONTRACTOR SHALL VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS AND BE RESPONSIBLE FOR ALL RELATED CLEARANCES IN THE FIELD. PROVIDE CLEARANCE IN FRONT OF ALL ELECTRICAL PANELS PER NATIONAL ELECTRIC CODE REQUIREMENTS. DUCT SHALL NOT ROUTE OVER ELECTRICAL PANELS.
14. OFFSET AND TRANSITION DUCT AS NECESSARY TO AVOID STRUCTURAL MEMBERS OR EQUIPMENT CONNECTION SIZES. PROVIDE FLEXIBLE DUCT CONNECTORS ON ALL DUCT CONNECTION TO MOTORIZED EQUIPMENT.
15. PROVIDE EACH HVAC SYSTEM WITH A 7 DAY PROGRAMMABLE WI-FI THERMOSTAT WITH BATTERY BACKUP AND UNOCCUPIED HOURS SET BACK CAPABILITIES.

NUMBER	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

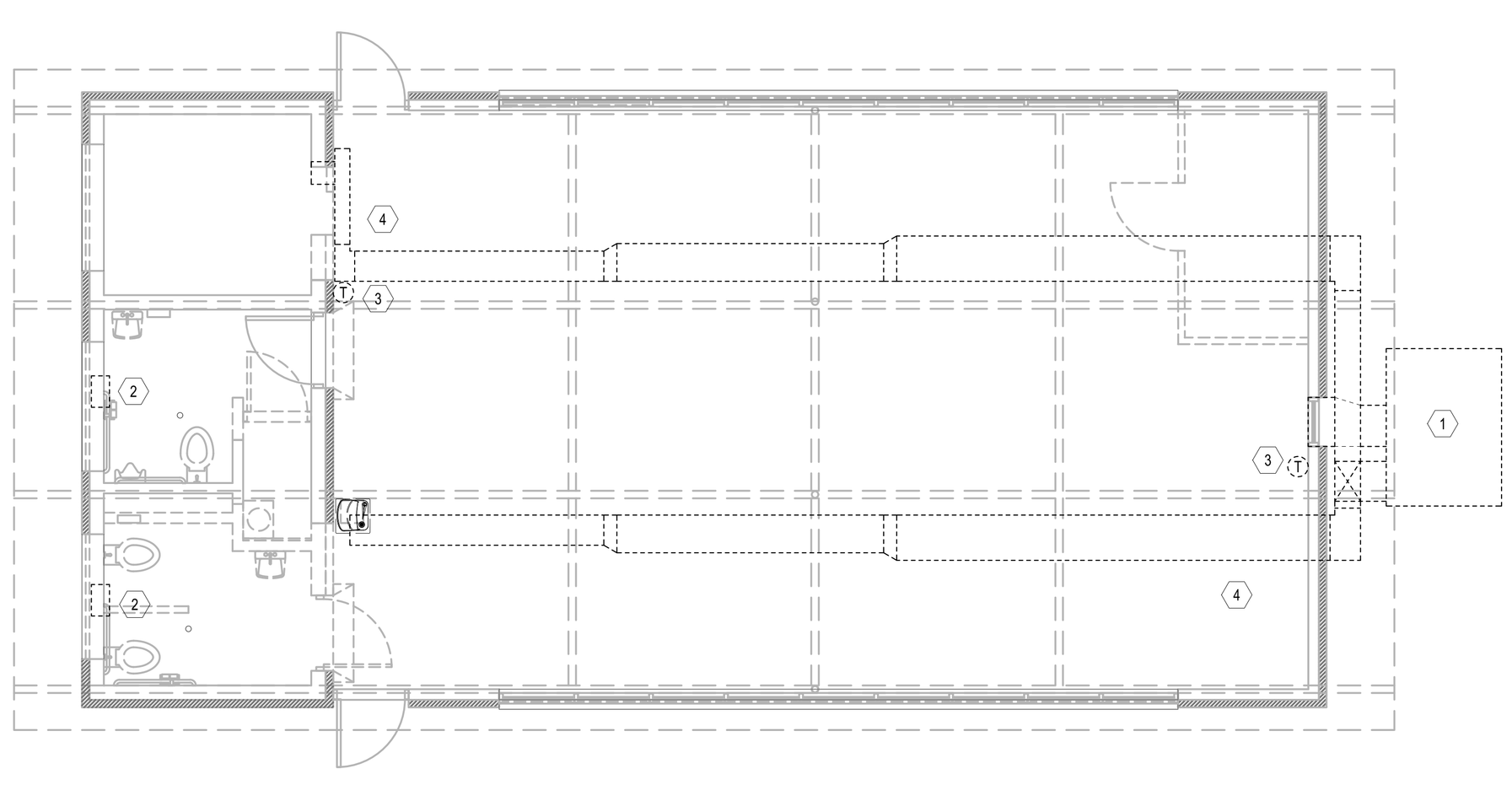
DESIGNED BY: JGS
DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

SHEET TITLE: HVAC SCHEDULES AND NOTES

SHEET: M1.0

SHEET NOTES

1. EXISTING NOMINAL 5 TON PACKAGED AIR CONDITIONING UNIT TO BE REMOVED ENTIRELY. REMOVE ALL ASSOCIATED AIR DISTRIBUTION SUPPLY AND RETURN DUCT AS WELL AS GRILLES AND DIFFUSERS. THE STEEL STAND THE UNIT IS SETTING ON SHALL BE REMOVED ENTIRELY AS WELL. CLEAN EQUIPMENT PAD AND PREPARE IT FOR THE INSTALLATION OF THE NEW UNIT. REMOVE FENCING AS NECESSARY TO ACCOMPLISH REQUIRED WORK. REPLACE FENCING ONCE HVAC WORK IS COMPLETED. PATCH BUILDING EXTERIOR WALL PENETRATIONS TO MATCH SURROUNDING, OR PREPARE THEM FOR REUSE. SEE NEW WORK PLAN FOR ADDITIONAL REQUIREMENTS. RECOVER REFRIGERANT AND RECYCLE AS NECESSARY PER THE REQUIREMENTS OF THE LOCAL AHJ AND 40 CFR 82.
2. EXISTING TOILET ROOM EXHAUST FAN AND ASSOCIATED DISCHARGE DUCT TO BE REMOVED ENTIRELY. PATCH EXTERIOR WALL PENETRATION TO MATCH SURROUNDING, OR PREPARE FOR REUSE.
3. EXISTING THERMOSTAT TO BE REMOVED ENTIRELY.
4. A GAS FIRED UNIT HEATER WAS LOCATED IN THIS AREA BUT WAS REMOVED PREVIOUSLY. THE NATURAL GAS PIPING AND CEILING SUPPORT SYSTEM HAVE BEEN ABANDONED IN PLACE. SEE PLUMBING PLANS FOR NATURAL GAS PIPING REMOVAL REQUIREMENTS.



N

1 HVAC DEMO PLAN

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 Saint Joseph Street
SUITE 1100
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us
Smith Job No: 25-031

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 – ECA 50377
C: (251) 455-9189
Christy@JagCon.org

SEAL

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH

8/6/2025

NUMBER REVISION	REVISION DESCRIPTION

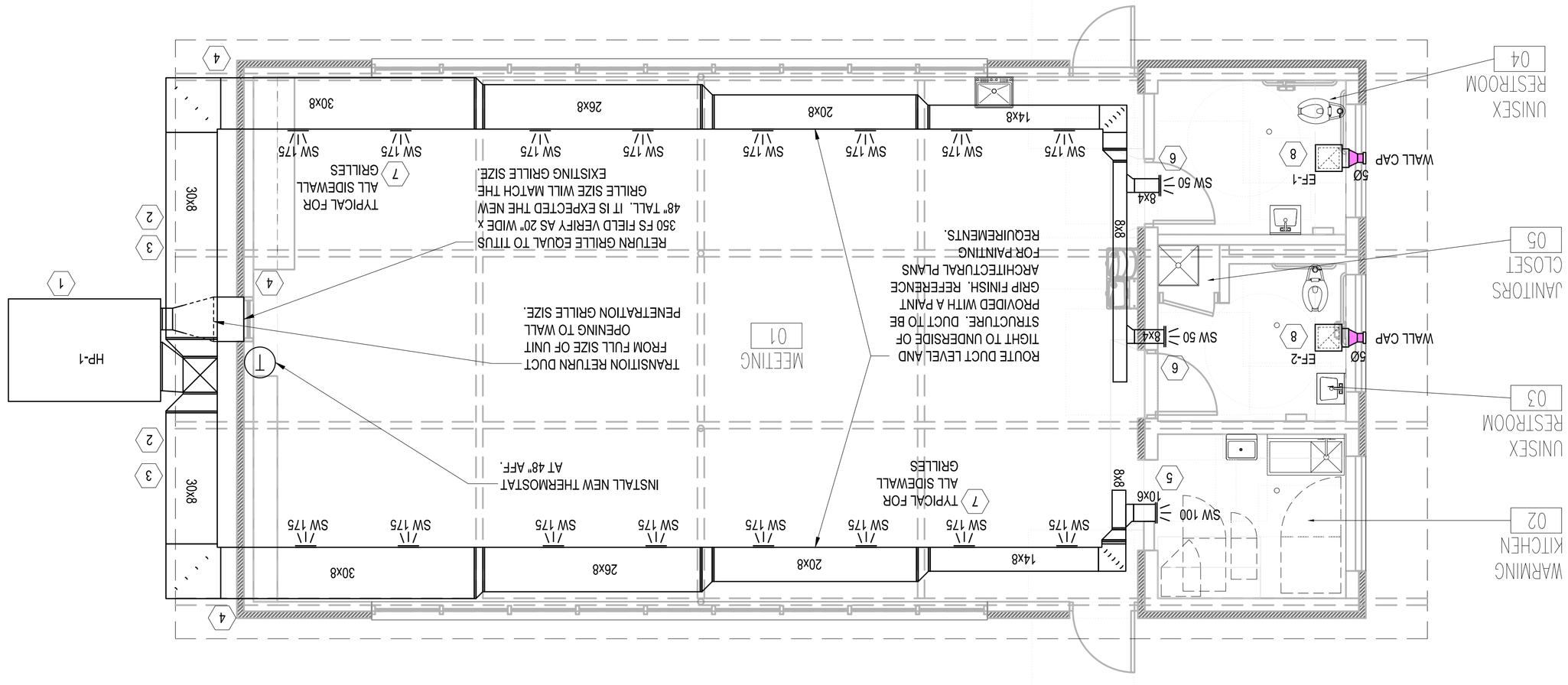
CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: RJS
DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

SHEET TITLE: HVAC DEMO PLAN

SHEET: M2.0

HVAC NEW WORK PLAN



SHEET NOTES

1. CONTRACTOR SHALL PROVIDE AND INSTALL A NEW GALVANIZED STEEL STAND APPROXIMATELY 18" TALL TO SUPPORT THE NEW UNIT. STEEL STAND SHALL SUPPORT THE PERIMETER OF THE UNIT WITH CROSS BRACING AS NECESSARY TO MAKE IT STRUCTURALLY RIGID WITH THE UNIT INSTALLED. STAND SHALL SUPPORT THE UNIT IN A LEVEL MANNER.
2. ROUTE SUPPLY DUCT UP TO UNDERSIDE OF ROOF AND PENETRATE EXTERIOR WALL AT ELEVATION EQUAL TO WHERE THE DUCT WILL ROUTE THROUGH BUILDING. ROUTE DUCT TIGHT TO THE EXTERIOR WALL.
3. SUPPLY AND RETURN AIR DUCT AT BUILDING EXTERIOR SHALL BE DOUBLE WALL CONSTRUCTION WITH R-8 LINER INSTALLED BETWEEN A SOLID INNER AND SOLID OUTER G-90 GALVANIZED SHEET. SEAL ALL DUCT AT BUILDING EXTERIOR WITH WATER PROOF MASTIC. DIMENSIONS SHOWN ARE CLEAR INSIDE DIMENSIONS. INCREASE DUCT TO ACCOMMODATE INSULATION THICKNESS. EXTERIOR SKIN OF DUCT SHALL BE PROVIDED WITH A PAINT GRIP FINISH. REFERENCE ARCHITECTURAL PLANS FOR PAINT COLOR REQUIREMENTS.
4. SEAL AROUND EXTERIOR WALL DUCT PENETRATIONS WEATHER PROOF AND RODENT PROOF.
5. INSTALL NEW SIDEWALL GRILLE AT PREVIOUS GRILLE LOCATION. PROVIDE SHEET METAL BLANK OFF AT UNUSED PORTIONS OF THE WALL PENETRATION ON BOTH SIDES OF THE WALL.
6. COORDINATE WALL PENETRATION LOCATIONS WITH THE ARCHITECTURAL PLANS. PROVIDE SHEET METAL BLANK OFF AT UNUSED PORTIONS OF THE WALL PENETRATION ON BOTH SIDES OF THE WALL.
7. INSTALL SIDEWALL GRILLE IN THE SIDE OF THE DUCT. PROVIDE GRILLE WITH EXTRACTOR.
8. INSTALL CEILING EXHAUST FAN IN FUR DOWN. EXTEND DISCHARGE DUCT TO BUILDING EXTERIOR FOR DISCHARGE THROUGH A WALL CAP. COORDINATE EXTERIOR WALL PENETRATIONS WITH OTHER TRADES. SEAL AROUND PENETRATIONS WEATHER PROOF AND RODENT PROOF.

SUPPLY AND RETURN DUCT AT BUILDING EXTERIOR SHALL BE DOUBLE WALL CONSTRUCTION WITH A MINIMUM R-8 INSULATION SANDWICHED BETWEEN G-90 SHEET METAL. DUCT INSIDE THE BUILDING SHALL BE INTERNALLY INSULATED WITH 1" THICK , R-4.3 LINER. DUCT DIMENSIONS SHOWN ARE CLEAR INSIDE DIMENSIONS. DUCT SHALL BE PROVIDED WITH A PAINT GRIP FINISH.

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3177 E
61 South Lawrence Street
MOBILE, AL 36602
SUITE 1100
(251) 402-1364
roger@smithmep.us
Smith Job No: 25-031

JACOBS CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JogCon.org

SEAL

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER L. SMITH

8/6/2025

NUMBER	REVISION DESCRIPTION	REVISION

DESIGNED BY: RJS
DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

SHEET TITLE: HVAC NEW WORK PLAN

SHEET: M2.1

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 Saint Joseph Street
SUITE 1100
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us
Smith Job No: 25-031

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 – ECA 50377
C: (251) 455-9189
Christy@JagCon.org

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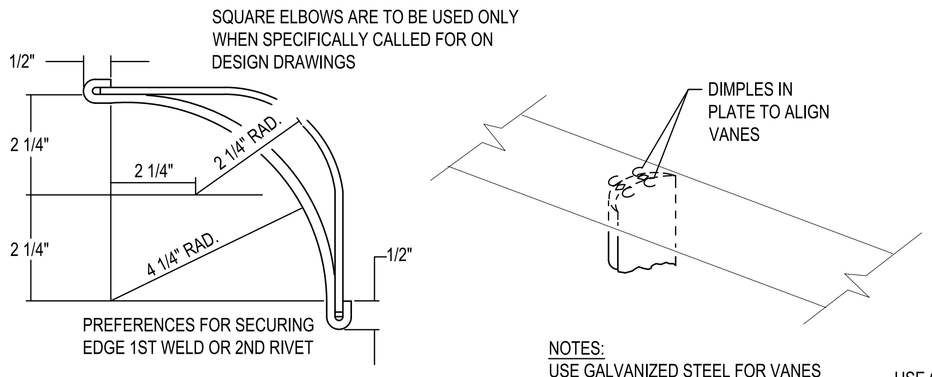
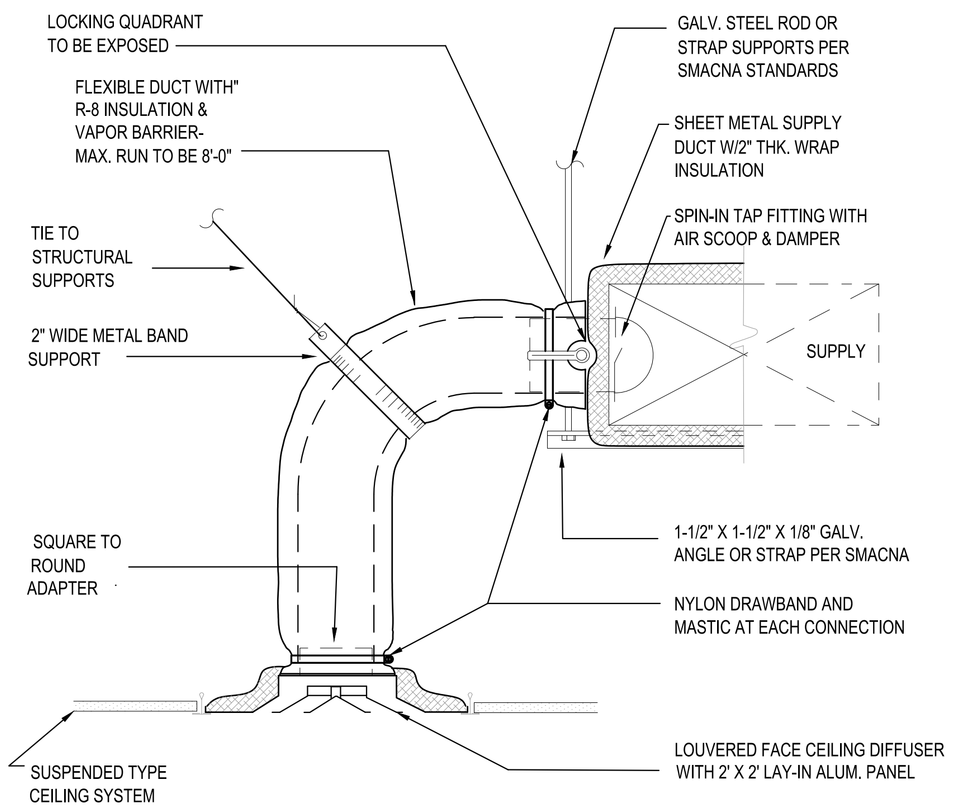
NUMBER	REVISION DESCRIPTION
REVISION	



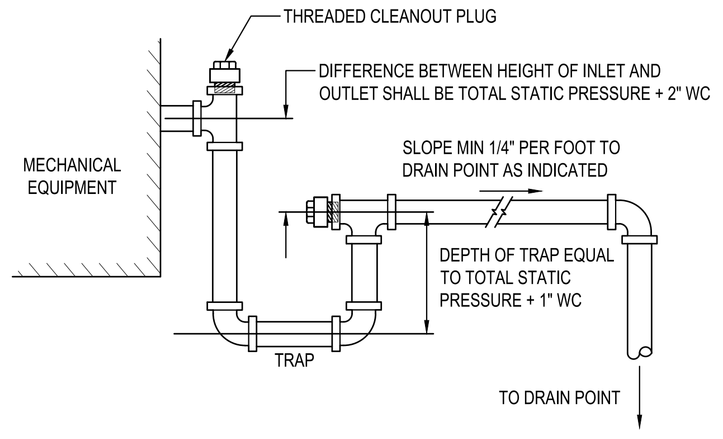
DOUBLE THICKNESS VANES
FOR USE IN DUCTS GREATER THAN 24"x24" IN SIZE. USE SAME GAUGE GALVANIZED IRON AS DUCT NOT TO EXCEED 20 GAUGE

NOTES:
USE GALVANIZED STEEL FOR VANES IN EITHER STEEL OR ALUMINUM DUCTWORK. PROVIDE 1 STAY FOR DUCTS 72" TO 120" WIDE & 2 STAYS AT 1/3 POINTS FOR 120" & ABOVE

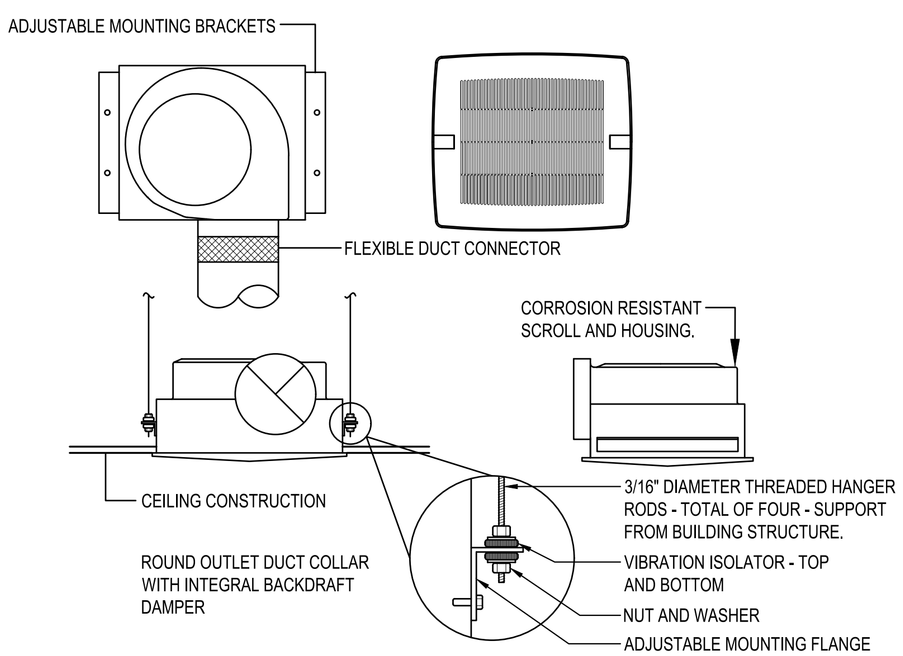
1 TURNING VANE DETAIL
NOT TO SCALE



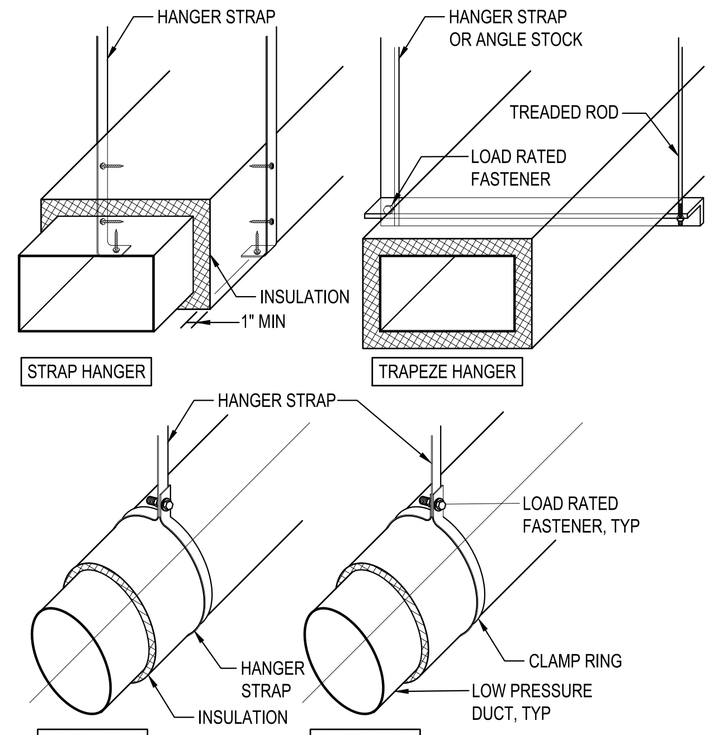
4 TYPICAL DIFFUSER DETAIL
NOT TO SCALE



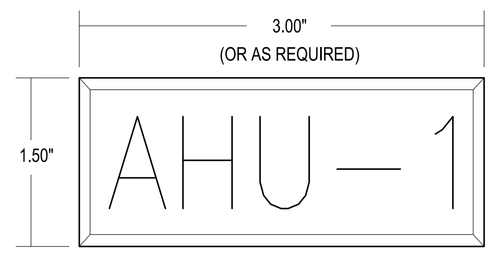
2 TYPICAL CONDENSATE TRAP DETAIL
NOT TO SCALE



5 CEILING EXHAUST FAN DETAIL
NOT TO SCALE



3 DUCT HANGER DETAIL
NOT TO SCALE



ENGRAVED PLASTIC TAG WITH 1" HIGH WHITE LETTERS ON BLACK BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT, WATERPROOF DOUBLE SIDED TAG TAPE AT VISIBLE LOCATION ON MECHANICAL EQUIPMENT. LABEL ALL INDOOR AND OUTDOOR UNITS WITH NOTATION SHOWN ON PLANS.

6 TYPICAL ENGRAVED TAG DETAIL
NOT TO SCALE

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: RJS
DRAWN BY: JGS
CHECKED BY: RJS
DATE: 08-06-2025

SHEET TITLE: HVAC DETAILS

SHEET: M3.0

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AL	ALUMINUM
ARCH	ARCHITECT OR ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
BFG	BELOW FINISHED GRADE
BKR	CIRCUIT BREAKER
BLDG	BUILDING
C	CONDUIT
C/B	CIRCUIT BREAKER
CKT	CIRCUIT
CT	CURRENT TRANSFORMER
CU	COPPER
DDC	DIRECT DIGITAL CONTROL
DEMO	DEMOLISH
ELEC	ELECTRICAL
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR
EWC	ELECTRIC WATER COOLER
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
FMC	FLEXIBLE METAL CONDUIT
FA	FIRE ALARM
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLA	FULL LOAD AMPS
GFCI	ROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
HH	HANDHOLE
HOA	HAND-OFF-AUTOMATIC
HP	HEAT PUMP OR HORSEPOWER
HVAC	HEATING, VENTILATION & AIR-CONDITIONING
JB	JUNCTION BOX
kAIC	KILO-AMPERE INTERRUPTING CAPABILITY
kCMIL	THOUSAND CIRCULAR MILS
LTG	LIGHTING
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
LV	LOW VOLTAGE
MAX	MAXIMUM
MCA	MINIMUM CIRCUIT AMPACITY
MCC	MOTOR CONTROL CENTER
MCM	THOUSAND CIRCULAR MILS
MH	MANHOLE
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MNT	MOUNTING HEIGHT
MTG	MOUNTING
MTS	MANUAL TRANSFER SWITCH
MV	MEDIUM VOLTAGE
N1	NEMA 1
N3R	NEMA 3R
N/A	NOT APPLICABLE
NEC	NATIONAL ELECTRICAL CODE
NEU	NEUTRAL
OCPD	OVERCURRENT PROTECTION DEVICE
OHE	OVERHEAD ELECTRIC
PNL	PANELBOARD
PWR	POWER
REC	RECEPTACLE
REQ	REQUIRED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SA	SURGE ARRESTER
SCA	SHORT CIRCUIT AMPS
SPEC	SPECIFICATION
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS' LABORATORIES
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLT
VA	VOLT-AMPERES
VAR	VOLT-AMPERES REACTIVE
VAV	VARIABLE AIR VOLUME UNIT
W	WATTS
WAO	WORK AREA OUTLET
WP	WEATHERPROOF
XFMR	TRANSFORMER
ϕ	PHASE
72°	DEGREES
Δ	DELTA
Ω	OHMS

ELECTRICAL LEGEND

WIRING:

- CIRCUIT WIRING (2#12, 1#12G, 3/4" C., UNLESS OTHERWISE NOTED). (TICK MARKS DESIGNATE QUANTITY OF HOT/NEUTRAL CONDUCTORS)
- 2DP-XX — CIRCUIT HOME RUN TO THE INDICATED PANELBOARD. (2#12, 1#12G, 3/4" C., UNLESS OTHERWISE NOTED)
- LV — LOW VOLTAGE CABLING NOT ROUTED IN CONDUIT. (SEE MANUFACTURER'S SPECIFICATIONS FOR WIRE TYPE)

LIGHTING CONTROL DEVICES:

- $ — SINGLE POLE LIGHTING SWITCH. MOUNT 48" AFF TO TOP OF BOX. APPLICABLE SUBSCRIPTS:
  - D - LOW VOLTAGE DIMMER SWITCH:
    - SEE MANUFACTURER'S SPECS FOR WIRING REQUIREMENTS, AND PROGRAMMED TO BE MANUAL ON.
  - L2 - LINE VOLTAGE DIMMER SWITCH:
    - WITH DUAL RELAYS, OCCUPANCY SENSOR, AND PROGRAMMED TO BE MANUAL ON.
- OS — LOW VOLTAGE 360° DUAL TECHNOLOGY OCCUPANCY SENSOR. (MOUNT IN CEILING, UNLESS OTHERWISE NOTED)
- PR — POWER RELAY PACK WITH DIMMING. (MOUNT ABOVE CEILING, UNLESS OTHERWISE NOTED)

IDENTIFICATION:

- HPU 1 — IDENTIFICATION TAG: MECHANICAL EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)
- BLT — IDENTIFICATION TAG: LIGHTING FIXTURES. (SEE SCHEDULES FOR MORE INFORMATION)

POWER EQUIPMENT:

- POWER PANELBOARD. (SEE SCHEDULES FOR MORE INFORMATION)
- POWER COMPANY METER
- DISCONNECT SWITCH (NON-FUSED) (HEAVY DUTY FOR OUTDOOR USE)

MISCELLANEOUS EQUIPMENT:

- X — ELECTRICAL TERMINATION TO EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)

GENERAL ELECTRICAL DEVICES:

- NEMA 5-20R GENERAL DUPLEX RECEPTACLE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)
- G — 20A GFCI TYPE RECEPTACLE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)
- E — 20A GFCI TYPE RECEPTACLE INSTALLED WITH DIE-CAST WEATHERPROOF BOX AND COVERPLATE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)
- NEMA 5-20R DUPLEX GENERAL RECEPTACLE. (MOUNT 7" ABOVE COUNTER OR HEIGHT INDICATED)
- N — SPECIAL NEMA RECEPTACLE. (MOUNT OUTLET 18" AFF UNLESS OTHERWISE NOTED)

ELECTRICAL SPECIFICATIONS

1. GENERAL ELECTRICAL:
   - 1.1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AS INDICATED WITHIN THESE DRAWINGS. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND WITH MANUFACTURER'S RECOMMENDATIONS.
   - 1.2. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE ARCHITECTURAL, STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND CONNECT ALL ITEMS AS INDICATED ON THE DRAWINGS.
   - 1.3. THE ARCHITECT SHALL BE NOTIFIED OF ANY CONFLICTS, OR INTERFERENCES THAT OCCUR BETWEEN INDIVIDUAL DRAWINGS.
   - 1.4. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN A NEAT, FIRST CLASS, WORKMANLIKE MANNER, TO THE APPROVAL OF THE ARCHITECT/ENGINEER AND GOVERNING AUTHORITIES.
   - 1.5. IN ADDITION TO THE MANUFACTURERS STANDARD GUARANTEES, THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP AGAINST DEFECTS FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND SHALL CORRECT ANY DEFECTS AT NO ADDITIONAL COST TO THE OWNER. ALL LAMPS SHALL BE GUARANTEED FOR 30 DAYS AFTER ACCEPTANCE.
   - 1.6. THE LOADS SHOWN FOR APPLIANCES AND EQUIPMENT ARE BASED ON DESIGN INFORMATION. THE CONTRACTOR SHALL VERIFY ALL APPLIANCE LOADS PRIOR TO RUNNING THE CIRCUIT. THE MINIMUM CIRCUIT REQUIREMENTS SHALL BE BASED ON THE APPLIANCE NAMEPLATE VALUE OR CODE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. ADDITIONAL COMPENSATION SHALL NOT BE ALLOWED FOR APPLIANCE MODIFICATIONS BY THE CONTRACTOR.
   - 1.7. PRIOR APPROVAL: PRIOR APPROVAL SHALL BE REQUIRED FOR ANY MANUFACTURER OTHER THAN THOSE LISTED FOR ALL SPECIFIED ITEMS IN THESE DRAWINGS. SUBMIT ALL REQUESTS FOR PRIOR APPROVAL 2 WEEKS PRIOR TO BID OPENING. ENGINEER'S APPROVAL WILL BE IN THE FORM OF AN ADDENDUM.

2. CODES & STANDARDS:
   - 2.1. INSTALLATION AND MATERIALS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES & STANDARDS:
     - 2.1.1. NATIONAL ELECTRICAL CODE.
     - 2.1.2. NFPA 72. NATIONAL FIRE PROTECTION CODE.
     - 2.1.3. INTERNATIONAL BUILDING CODE.
     - 2.1.4. INTERNATIONAL ENERGY CONSERVATION CODE.
     - 2.1.5. NFPA 101.
     - 2.1.6. ADA .
     - 2.1.7. ANSI.
     - 2.1.8. NEMA.
     - 2.1.9. OSHA.
     - 2.1.10. UL.

3. ALTERATIONS & ADDITIONS TO EXISTING WORK:
   - 3.1. PROVIDE ALL NECESSARY ADDITIONS AND ALTERATIONS TO EXISTING WORK AS REQUIRED TO PROVIDE AND MAINTAIN A COMPLETE AND PROPER ELECTRICAL INSTALLATION.
   - 3.2. AS NECESSARY, RELOCATE EXISTING ELECTRICAL WORK SO OTHER TRADES CAN PURSUE THEIR WORK.
   - 3.3. MAINTAIN POWER TO EXISTING PORTIONS OF BUILDINGS FED FROM OR THROUGH AREA IN SCOPE OF THIS CONTRACT.
   - 3.4. COORDINATE ALL REQUIRED OUTAGES WITH OWNER.

4. BASIC MATERIALS & METHODS:
   - 4.1. ALL POWER AND DISTRIBUTION CABLING SHALL BE COPPER TYPE THWN/THHN.
   - 4.2. ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.
   - 4.3. CONDUIT ROUTINGS AND DEVICE/EQUIPMENT LOCATIONS SHOWN ARE DIAGRAMMATIC ONLY, CONTRACTOR SHALL FIELD ROUTE AND LOCATE AS REQUIRED. CONDUIT ROUTINGS SHALL BE PARALLEL OR PERPENDICULAR TO BUILDING LINES.
   - 4.4. COORDINATE ALL ELECTRICAL WORK WITH OTHER TRADES AND STRUCTURAL COMPONENTS.
   - 4.5. THE CONDUIT MATERIAL SHALL BE AS FOLLOWS:
     - 4.5.1. ABOVE GRADE SUBJECT TO PHYSICAL ABUSE - RGS.
     - 4.5.2. ABOVE GRADE NOT SUBJECT TO PHYSICAL ABUSE OR WEATHER - EMT.
     - 4.5.3. FINAL CONDUIT CONNECTIONS TO HEAT PUMPS, AIR HANDLERS, EXHAUST FANS, AND WATER HEATERS SHALL BE LFMC WHETHER INTERIOR OR EXTERIOR.
   - 4.6. CONDUIT FITTINGS SHALL BE AS FOLLOWS:
     - 4.6.1. EMT - <=2" USE STEEL SET SCREW WITH INSULATED THROATS FOR INTERIOR/ USE COMPRESSION FITTINGS WITH INSULATED THROATS FOR EXTERIOR, >2" USE SET-SCREW STEEL WITH INSULATED THROATS.
     - 4.6.2. RGS - THREADED GALVANIZED STEEL.
     - 4.6.3. PVC - PVC APPROVED FOR THE USE.
   - 4.7. ALL OUTLET BOXES SHALL BE 4"X4"X1-1/2" DEEP MINIMUM.
   - 4.8. ALL DIMENSIONS TO DEVICES AFF SHALL BE TO CENTERLINE UNLESS NOTED OTHERWISE.

5. GROUNDING & BONDING:
   - 5.1. PROVIDE AN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.

6. IDENTIFICATION:
   - 6.1. PROVIDE ENGRAVED 1 1/2"x3" PHENOLIC LABELS FOR ALL PANELBOARDS, SAFETY SWITCHES, TRANSFORMERS, CABINETS, ETC.

7. GENERAL WIRING DEVICES:
   - 7.1. SWITCHES - SPECIFICATION GRADE, 20 AMP, COLOR BY ARCHITECT.
   - 7.2. RECEPTACLES - SPECIFICATION GRADE, 20 AMP, NEMA 5-20R, COLOR BY ARCHITECT.
   - 7.3. COVER PLATES - NYLON, COLOR BY ARCHITECT.
   - 7.4. APPROVED MANUFACTURERS - HUBBELL, LEVITON, EAGLE, PASS & SEYMOUR.

8. SAFETY SWITCHES:
   - 8.1. GENERAL DUTY, VISIBLE BLADE, LOCKABLE, QUICK-MAKE/QUICK-BREAK, HORSEPOWER RATED, FUSED WHERE INDICATED.
   - 8.2. PROVIDE WITH GROUND LUG KIT.
   - 8.3. EXTERIOR - NEMA 3R.
   - 8.4. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER SIEMENS, EATON.

9. LIGHTING:
   - 9.1. PROVIDE A 6'-0" MAXIMUM FLEXIBLE CONNECTION FROM EACH RECESSED LIGHTING FIXTURE TO JUNCTION BOX ABOVE CEILING.
   - 9.2. FOR FIXTURES IN LAY-IN CEILINGS, PROVIDE WIRE SUPPORTS AT OPPOSITE CORNERS OF FIXTURE SEPARATE FROM LAY-IN CEILING WIRE SUPPORTS.
   - 9.3. ELECTRONIC BALLASTS SHALL BE INSTANT START, <10%THD, SOUND RATED A, OUTPUT FREQUENCY >40kHz, CONTAIN NO PCBs, SYLVANIA QTP SERIES OR ADVANCE CENTIUM SERIES.
   - 9.4. APPROVED MANUFACTURERS FOR LAMPS SHALL BE GE, SYLVANIA, PHILIPS.

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

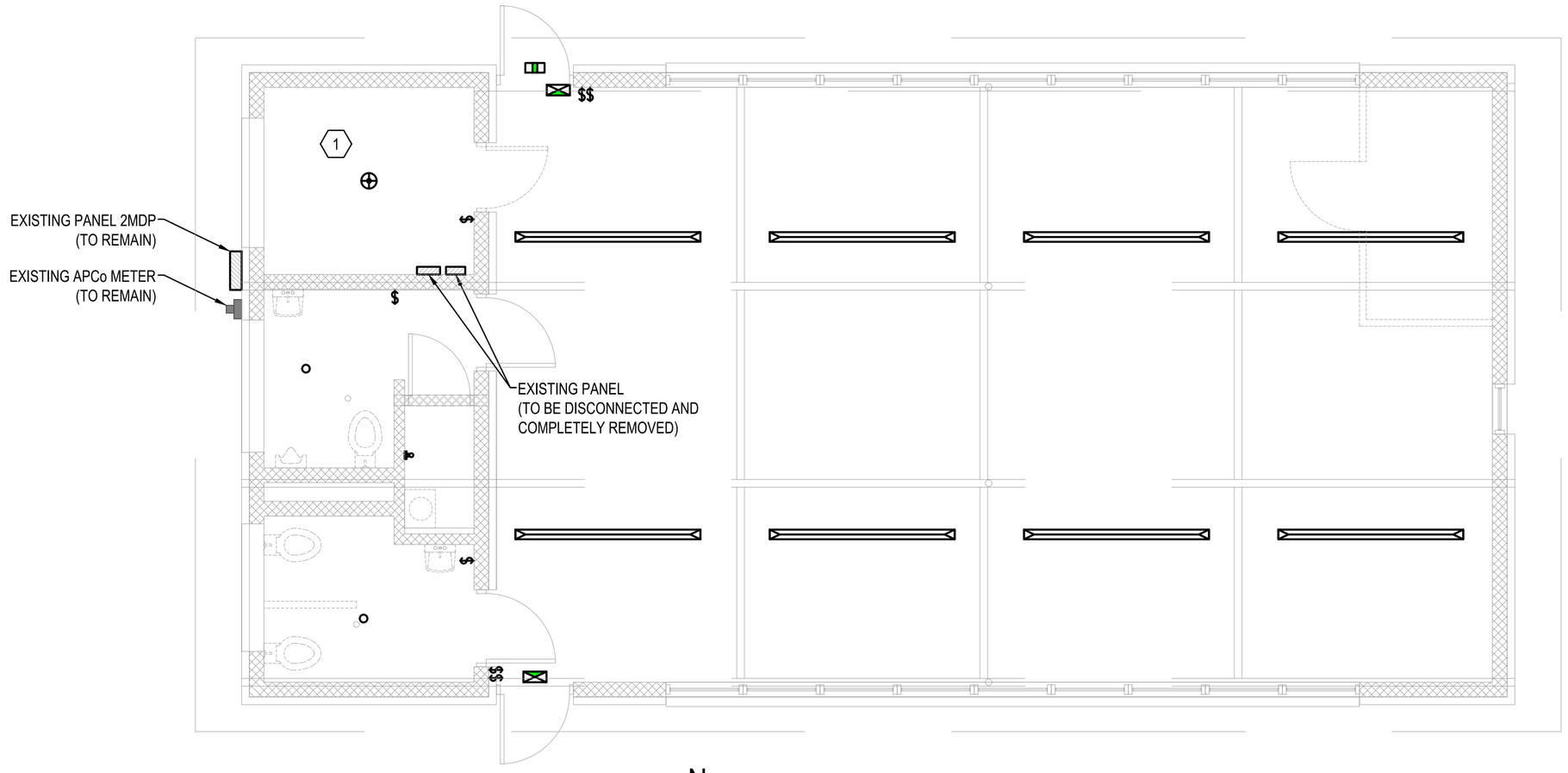
NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 08-06-2025

SHEET TITLE: ELECTRICAL LEGEND & SPECIFICATIONS

SHEET: E1.0



N

1 EXISTING LIGHTING PLAN

4' 0' 4' 8'

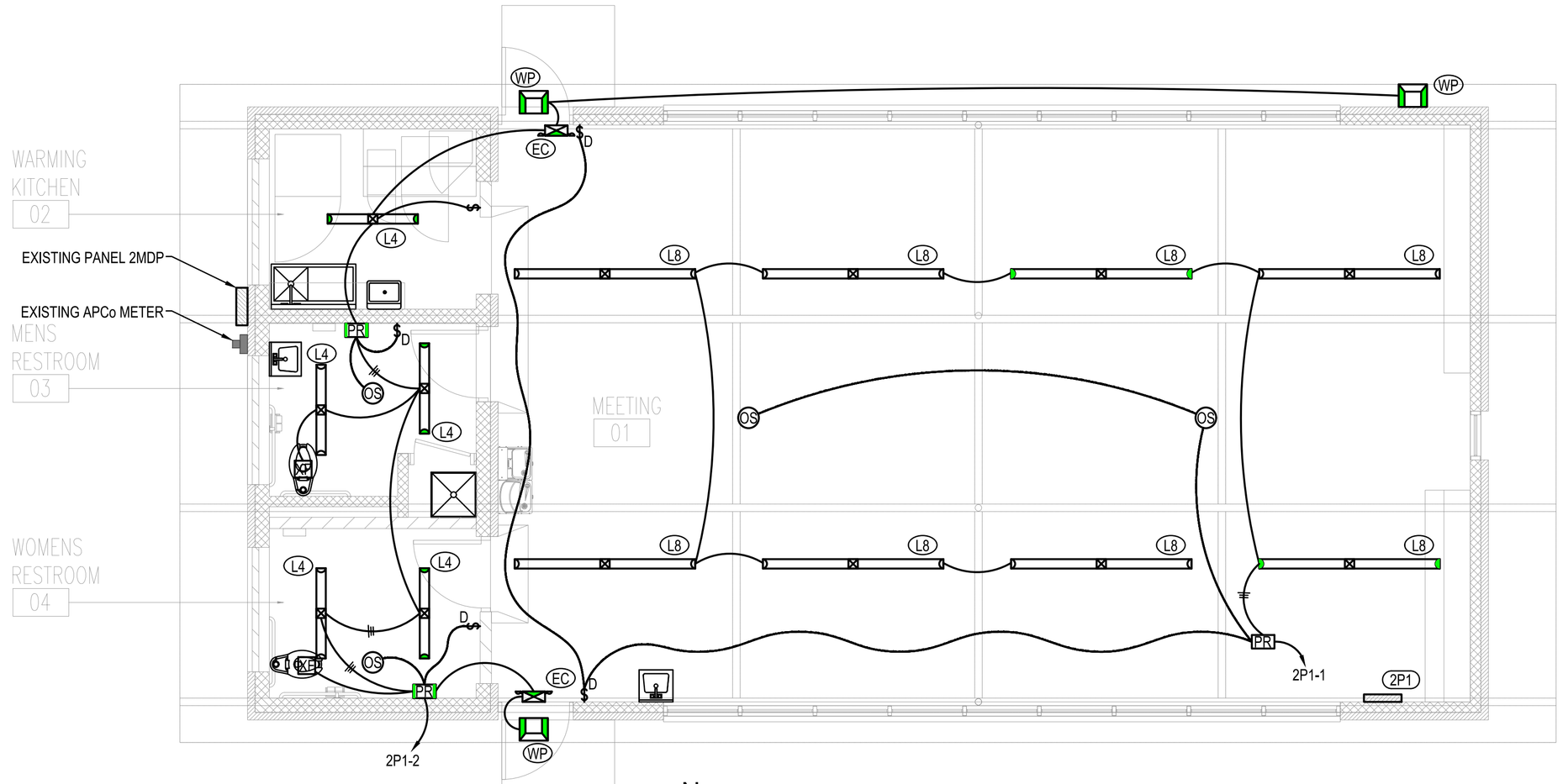
SCALE: 1/4"=1'-0"

OVERALL NOTES

1. ALL EXISTING LIGHTING FIXTURES, LIGHTING CONTROL DEVICES, AND ALL ASSOCIATED CONDUIT AND WIRING ARE TO BE DISCONNECTED AND COMPLETELY REMOVED.

KEY NOTES

1 THE ELECTRICAL CONTRACTOR IS TO DISCONNECT AND REMOVE THE EXISTING TELECOMMUNICATIONS EQUIPMENT IN THIS SPACE.



N

2 NEW WORK LIGHTING PLAN

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

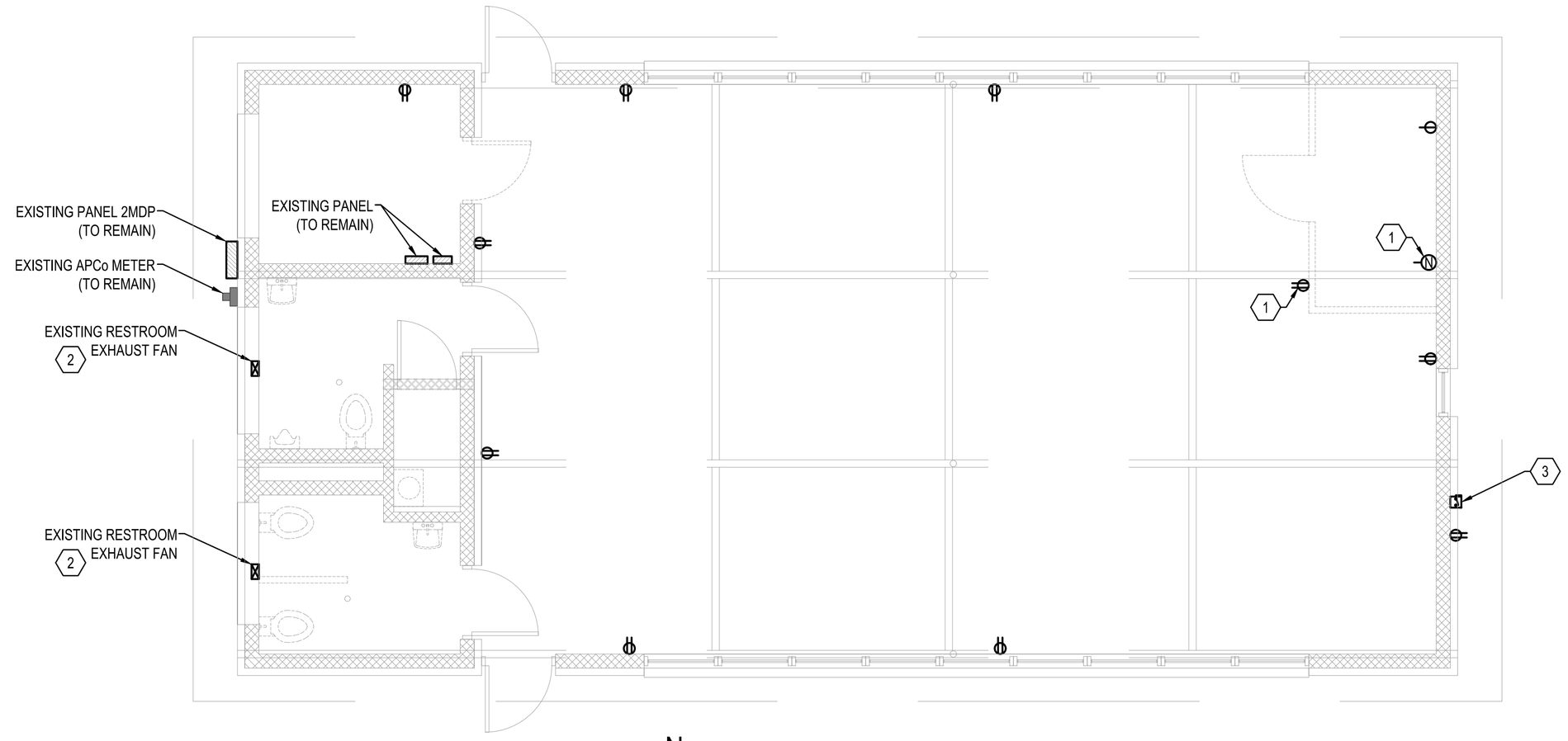
NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 08-06-2025

SHEET TITLE: ELECTRICAL LIGHTING PLANS

SHEET: E2.0



1 EXISTING POWER PLAN

4' 0' 4' 8'

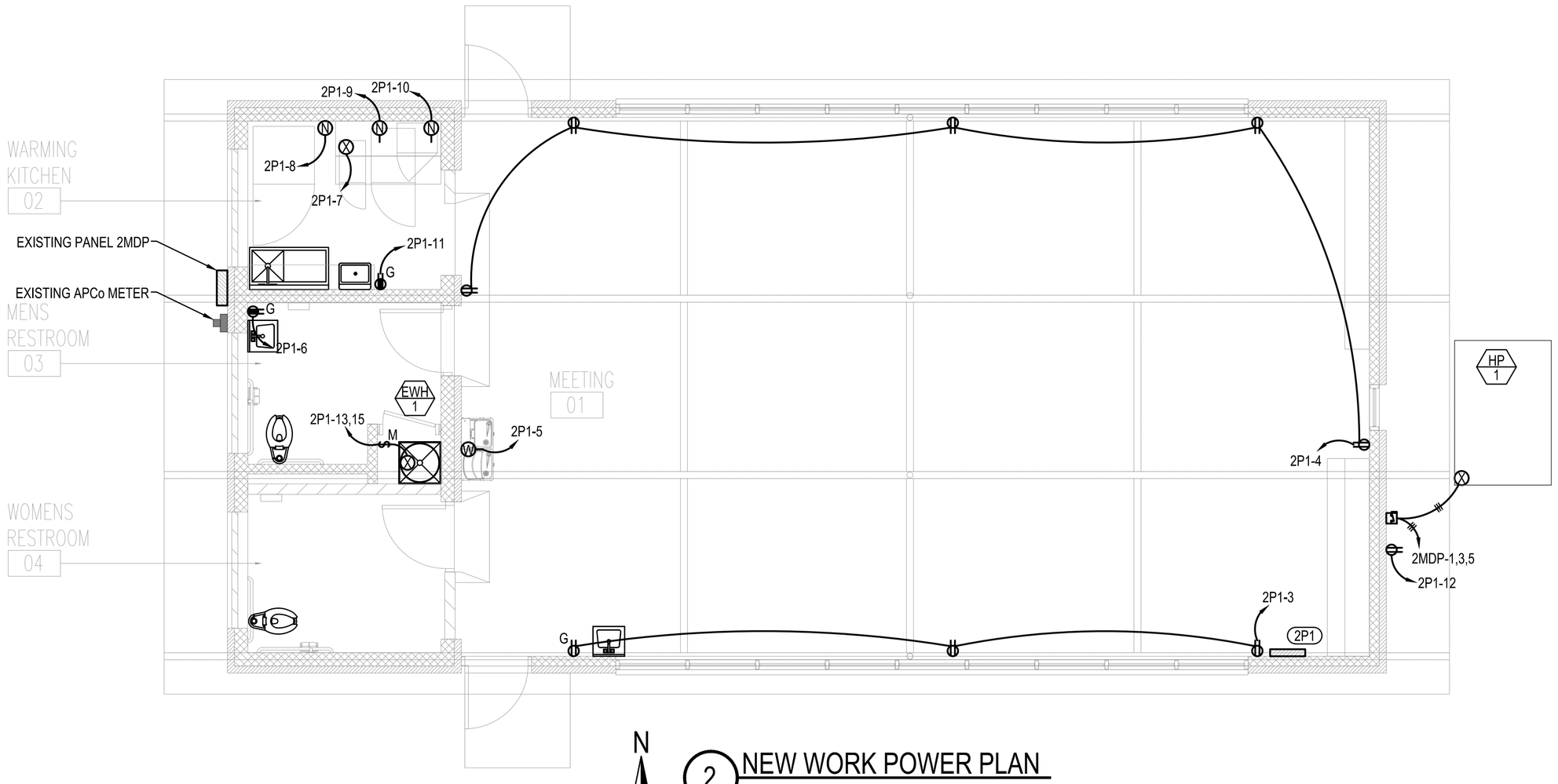
SCALE: 1/4"=1'-0"

OVERALL NOTES

1. ALL EXISTING ELECTRICAL DEVICES AND ALL ASSOCIATED CONDUIT AND WIRING ARE TO BE DISCONNECTED, REMOVED, AND REPLACED NEW IN THE NEW WORK PHASE, UNLESS OTHERWISE NOTED.

KEY NOTES

1. THIS RECEPTACLE AND ASSOCIATED WIRING AND RACEWAYS ARE TO BE DISCONNECTED AND REMOVED.
2. THIS EXHAUST FAN AND ASSOCIATED WIRING AND RACEWAYS ARE TO BE DISCONNECTED AND REMOVED.
3. THE DISCONNECT SWITCH SERVING THE EXISTING AIR CONDITIONING UNIT AND ALL ASSOCIATED CONDUIT AND WIRING IS TO BE REMOVED BACK TO THE SERVING PANEL.



2 NEW WORK POWER PLAN

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

NUMBER REVISION	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 08-06-2025

SHEET TITLE: ELECTRICAL POWER PLANS

SHEET: E2.1

LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER AND CATALOG NUMBER	WATTS	VOLTAGE	MOUNTING	DESCRIPTION
L2	KENALL MLHA5-24-R-MW-PP-25L35K-DCC-DV-LEL	25	MVOLT	CEILING/ SURFACE	2' SURFACE MOUNTED LED FIXTURE 3500K WITH DIMMING AND EMERGENCY BATTERY
L4	KENALL MLHA5-48-R-MW-PP-45L35K-DCC-DV-LEL	45	MVOLT	CEILING/ SURFACE	4' SURFACE MOUNTED LED FIXTURE 3500K WITH DIMMING AND EMERGENCY BATTERY
L8	KENALL MLHA5-96-R-MW-PP-45L35K-DCC-DV-LEL	90	MVOLT	CEILING/ SURFACE	8' SURFACE MOUNTED LED FIXTURE 3500K WITH DIMMING
WP	KENALL FN15-3-7-DB-24L-40K8-DV-LEL	24	MVOLT	WALL/ SURFACE	EXTERIOR WALL PACK LED 4000K WITH PHOTOCELL AND EMERGENCY BATTERY
EC	CHLORIDE VLTCR3R	3	MVOLT	WALL/ SURFACE	LED EXIT/UNIT COMBO RED LETTERS WITH EMERGENCY BATTERY
NOTES	FIXTURES WITH FILLED END-CAPS ARE TO BE EQUIPPED WITH EMERGENCY BATTERY BACKUP.				

PANELBOARD SCHEDULE:

2MDP

VOLTAGE: 120-240V
PHASE: 3
AMPS: 200 MAIN BREAKER

CKT	LOAD	BKR P	BKR AT	CKT (kVA)	TOTAL PHASE (kVA) A	B	C	CKT (kVA)	BKR AT	BKR P	LOAD	CKT
1				9.8								2
(1) 3	NEW HVAC UNIT	3	110	9.8					20	3	PICKLEBALL LIGHTS	4
5				9.8								6
7	TENNIS LIGHTS	2	60					4.0	100	2	NEW PANEL 2P1	8
9								4.7				10
11	PAVILION GFCI #1	1	20						20	1	EXISTING LIGHTING	12
13	SPARE	1	20						20	1	SPARE	14
15	PAVILION GFCI #2	1	20						20	1	EXISTING LIGHTING	16
17	SPARE	1	20						20	1	SPARE	18
19	PAVILION LIGHTS	1	20						20	1	MUSCO CONTROL PWR	20
21	SPARE	1	20						20	1	SPARE	22
23	SPARE	1	20						20	1	SPARE	24
25	SPARE	1	20							1	SPACE	26
27	SPARE	1	20							1	SPACE	28
29	SPACE	1								1	SPACE	30

PHASE (kVA): TOTAL (kVA):
PHASE (AMPS):

PANELBOARD INFORMATION SCHEDULE

MARK	ENCLOSURE TYPE	MOUNTING STYLE	VOLTAGE	Ø	WIRE	MAIN BKR	IF MLO, SERVING BKR	SERVICE RATED	kAIC RATING	Ø BUS RATING (A)	N BUS RATING	FEEDER WIRING	FEEDER GROUND	FEEDER CONDUIT
2P1	NEMA 1	SURFACE	120-240V	1	3	MLO	100	NO	10	100	100%	3#1	#6	1 1/2"C
NOTES	ALL PANELBOARDS ARE TO BE EQUIPPED WITH COPPER BUS.													
	ALL PANELBOARDS ARE TO BE EQUIPPED WITH ARC FLASH WARNING LABEL IN ACCORDANCE WITH NEC 110.16.													

PANELBOARD SCHEDULE:

2P1

VOLTAGE: 120-240V
PHASE: 1
AMPS: 100A MAIN LUG ONLY

CKT	LOAD	BKR P	BKR AT	CKT (kVA)	PHASE (kVA) A	B	CKT (kVA)	BKR AT	BKR P	LOAD	CKT
1	MEETING 01 LTG	1	20					20	1	KITCHEN/RR LTG	2
3	MEETING 01 REC	1	20	0.6		1.4	0.8	20	1	MEETING 01 REC	4
5	ELECTRIC WATER COOLER	1	20	0.2	0.6		0.4	20	1	RR REC	6
7	ICE MAKER	1	20	0.5		1.8	1.3	20	1	FREEZER	8
9	HOTBOX	1	20	0.9	2.1		1.2	20	1	MICROWAVE	10
11	KITCHEN REC	1	20	0.2		0.4	0.2	20	1	EXTERIOR REC	12
13	ELECTRIC WATER HEATER	2	20	1.3	1.3			20	1	SPARE	14
15				1.3		1.3		20	1	SPARE	16
17	SPARE	1	20					20	1	SPARE	18
19	SPARE	1	20					20	1	SPARE	20
21	SPACE	1	20					20	1	SPACE	22
23	SPACE	1	20					20	1	SPACE	24
25	SPACE	1	20					20	1	SPACE	26
27	SPACE	1	20					20	1	SPACE	28
29	SPACE	1						20	1	SPACE	30

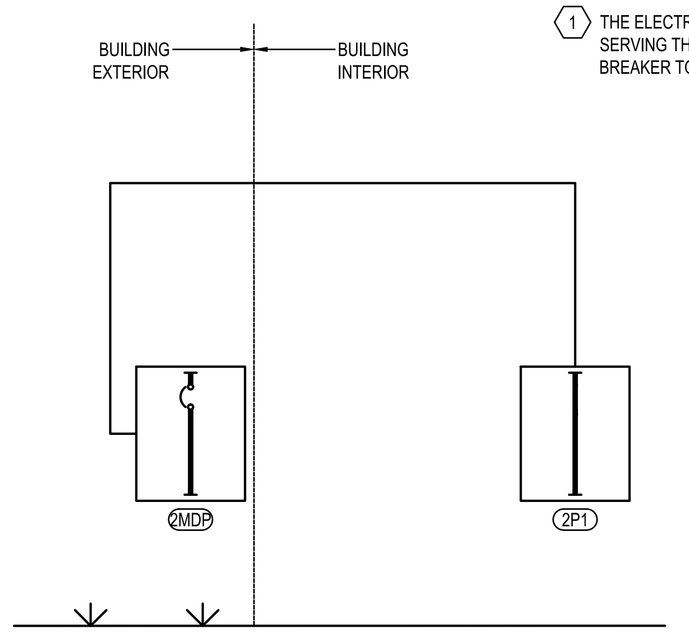
PHASE (kVA): 4.0 4.9 TOTAL (kVA): 8.9
PHASE (AMPS): 33.3 40.8

MECHANICAL EQUIPMENT SCHEDULE

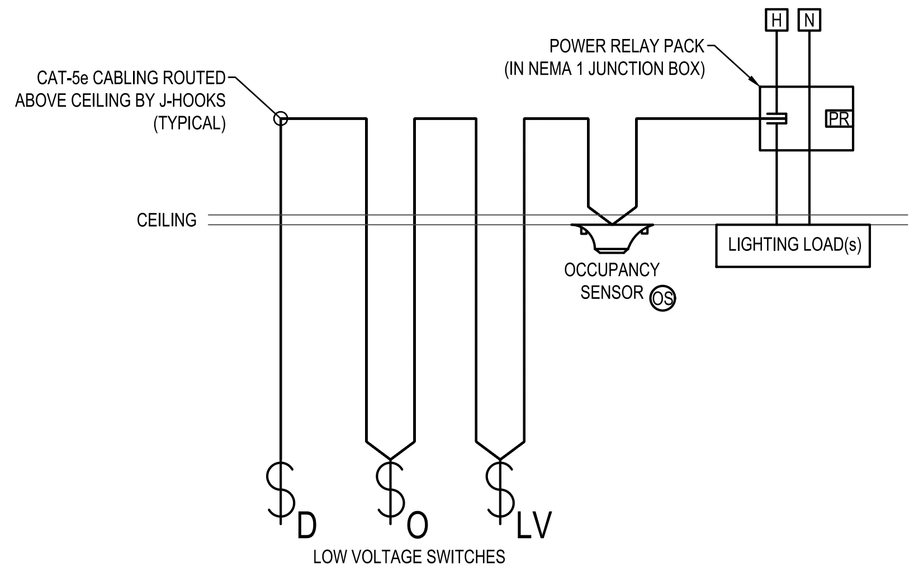
MARK	EQUIPMENT TYPE	VOLTS	PH	MCA	C/B (AMPS)	WIRING AND CONDUIT	PANEL
HP-1	HEAT PUMP	208	3	102	110	3#2, 1#6G, 1 1/2"C	2MDP
EWH-1	ELECTRIC WATER HEATER	208	1	15	20	2#12, 1#12G, 1"C	2P1
NOTES							

KEY NOTES

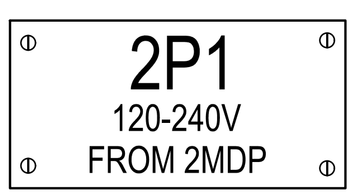
(1) THE ELECTRICAL CONTRACTOR IS TO REPLACE THE 50A/3P CIRCUIT BREAKER SERVING THE EXISTING AIR CONDITIONING UNIT WITH A NEW 110A/3P 10kAIC BREAKER TO SERVE THE NEW HVAC UNIT IN THE NEW WORK PHASE.



NEW WORK SINGLE LINE DIAGRAM
(1) NOT TO SCALE



TYPICAL LOW VOLTAGE LIGHTING CONTROL DETAIL
(2) NOT TO SCALE



PANELBOARD/SWITCHBOARD LABEL

1) PLASTIC TAG (1 1/2" H x 3" W) WITH ENGRAVED LETTERING.
2) BLACK LETTERS WITH 1/2" AND 1/4" TEXT AND WHITE BACKGROUND.
3) SECURE TAG WITH STAINLESS STEEL SCREWS AND BEVEL EDGES.

TYPICAL LABELING DETAIL
(3) NOT TO SCALE

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

NUMBER	REVISION DESCRIPTION

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY: TMM
DRAWN BY: TMM
CHECKED BY: CM
DATE: 08-06-2025

SHEET TITLE: ELECTRICAL SCHEDULES & DETAILS

SHEET: E3.0

GENERAL NOTES:

DISCLAIMER:

1. THE FOLLOWING SPECIFICATIONS ARE AN OUTLINE OF MINIMUM MATERIAL REQUIREMENTS AND THEIR APPLICATION. MANUFACTURER SPECIFICATIONS AND LOCAL CODE REQUIREMENTS, WHEN IN EXCESS OF MINIMUM SPECIFICATION, SHALL CONTROL. IT IS THE CONTRACTOR RESPONSIBILITY TO REVIEW AND SUBMIT ALL SHOP DRAWINGS AND REPORT ALL DOCUMENT DISCREPANCIES TO THE STRUCTURAL ENGINEER PRIOR TO FABRICATION OR ERECTION.

2. AT CONSTRUCTION ISSUE, THESE DRAWINGS REPRESENT STRUCTURAL COMPONENTS IN THEIR FINAL AND FINISHED STATE. CONSTRUCTION PROCEDURES, BRACING METHODS, SAFETY PRECAUTIONS OR MECHANICAL REQUIREMENTS USED TO ERECT THEM ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR OR SUBCONTRACTOR PERFORMING THE WORK.

BUILDING DESIGN CRITERIA:

A. CODES

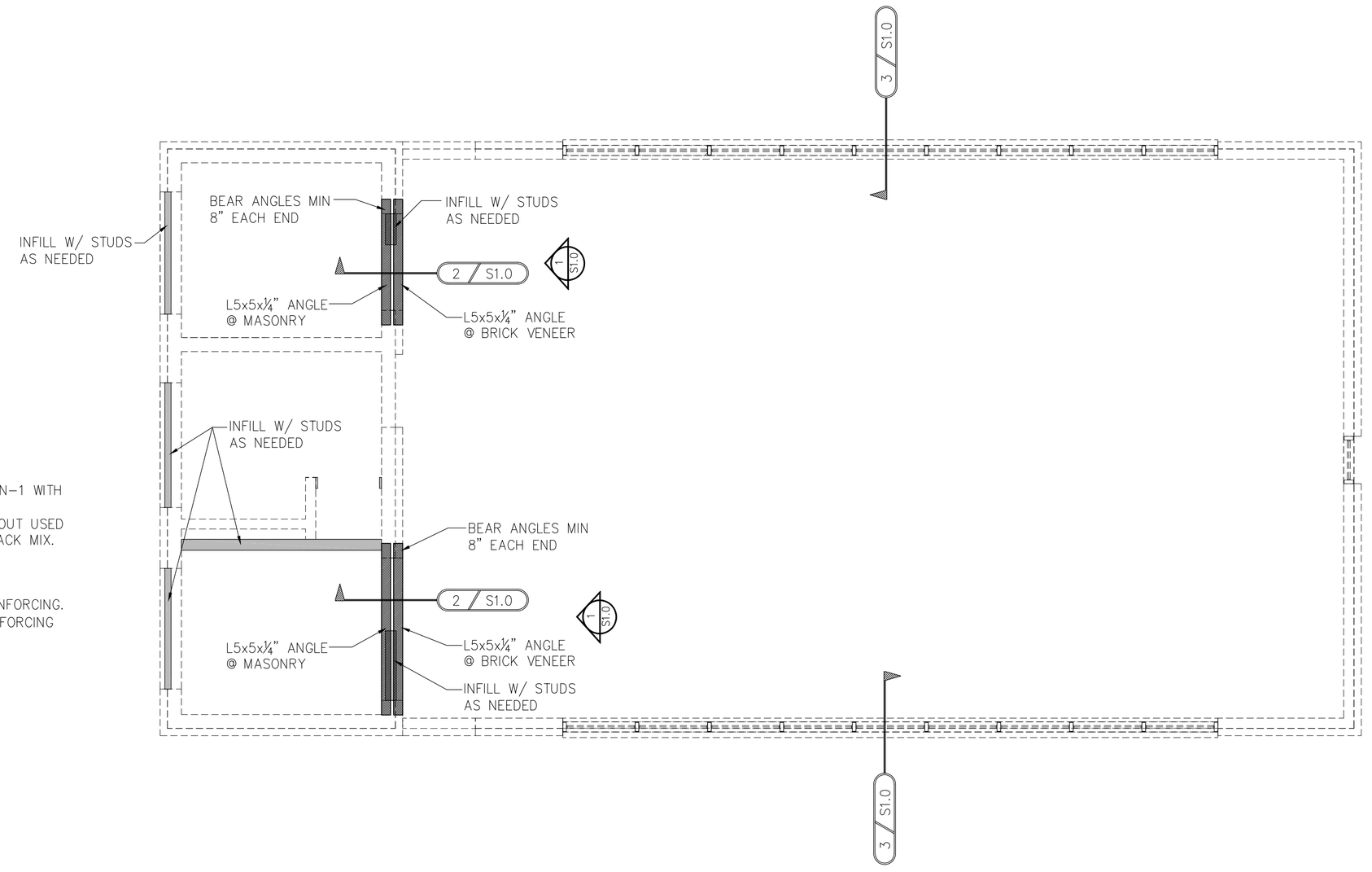
2021 INTERNATIONAL BUILDING CODE
BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318)
BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES (ACI 531)
ASCE 7-16

MASONRY:

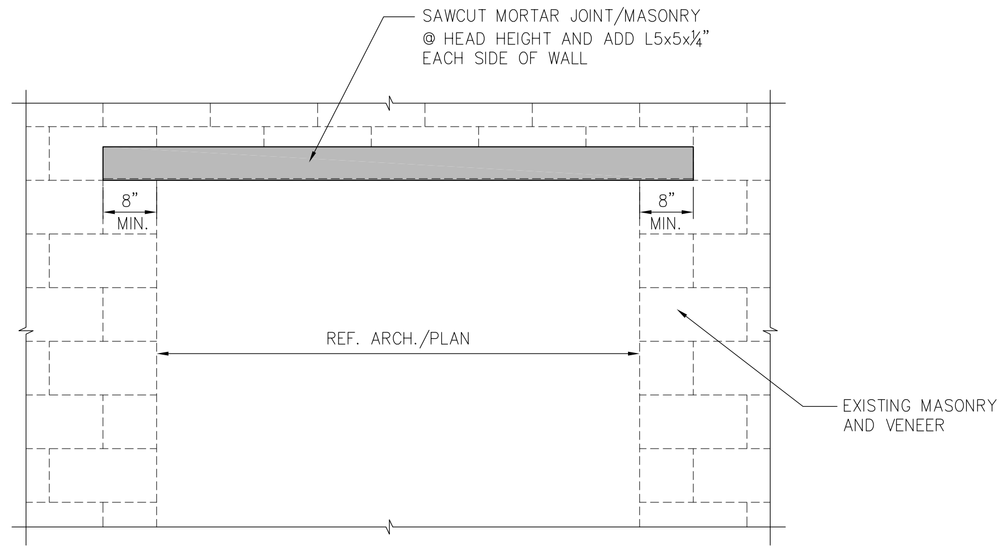
1. HOLLOW CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C-90 LIGHTWEIGHT, TYPE N-1 WITH A MINIMUM COMPRESSIVE STRENGTH f'm = 1500 PSI.
2. ALL MORTAR FOR USE IN MASONRY SHALL CONFORM TO ASTM C-270, TYPE M OR S. GROUT USED IN MASONRY SHALL BE MINIMUM 2500 PSI AND CONFORM TO ASTM C-476. MINIMUM 8 SACK MIX.
3. REINFORCING BARS TO BE GRADE 60 AND MEET ASTM A-615.
4. GROUT FILL ALL CELLS BELOW GRADE.
5. LAY ALL MASONRY IN A RUNNING BOND PATTERN.
6. PROVIDE #9 TRUSS TYPE JOINT REINFORCEMENT AT 16"o.c. FOR TYPICAL HORIZONTAL REINFORCING.
7. PROVIDE #9 TRUSS TYPE JOINT REINFORCEMENT AT 8"o.c. FOR TYPICAL HORIZONTAL REINFORCING AT PARAPET WALLS.
8. PROVIDE A MINIMUM OF 1" GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS.

STEEL:

1. STRUCTURAL STEEL SHALL MEET THE LATEST AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
2. ALL STRUCTURAL STEEL TO MEET ASTM A992- f'y = 50ksi. ALL TUBING TO MEET ASTM A500, GRADE B - f'y = 46ksi.
3. WELDING SHALL CONFORM TO THE STANDARDS SET FORTH IN AWS PUBLICATION "WELDING IN BUILDING CONSTRUCTION".
4. ALL SHOP CONNECTIONS TO HAVE 3/16" FILLET WELDS MINIMUM UNLESS NOTED AS BOLTED CONNECTIONS.
5. ALL FIELD WELDS TO BE WITH E70XX ELECTRODES.
6. ALL ERECTION DRAWINGS SHALL SHOW ALL FIELD WELDS REQUIRED.
7. STRUCTURAL STEEL SHALL HAVE SP3 GRADE "POWER TOOL" CLEANING IN ACCORDANCE WITH THE STRUCTURAL STEEL PAINTING COUNCIL.
8. STRUCTURAL STEEL SHALL HAVE ONE COAT OF PRIMER.

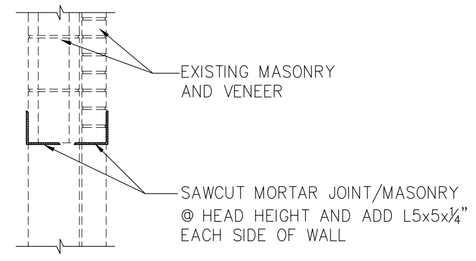


NEW OPENING PLAN
SCALE: 1/4"=1'-0"



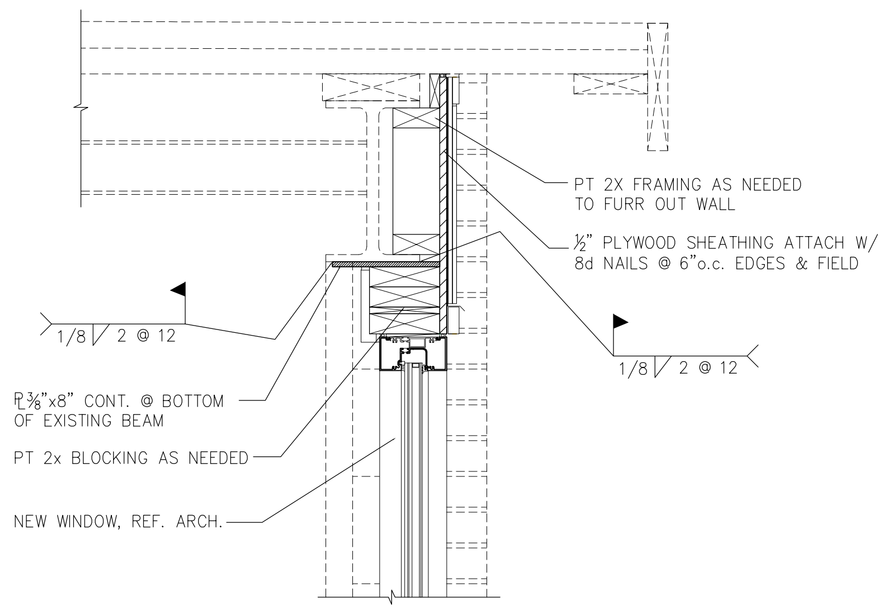
NEW ANGLES @ EXISTING MASONRY
SECTION 1 / S1.0
SCALE: 3/4"=1'-0"

NOTE: SAWCUT AND ADD (1) ANGLE, THEN SAWCUT OTHER SIDE



NEW ANGLES @ EXISTING MASONRY
SECTION 2 / S1.0
SCALE: 3/4"=1'-0"

NOTE: SAWCUT AND ADD (1) ANGLE, THEN SAWCUT OTHER SIDE



NEW WINDOWS IN EXISTING
SECTION 3 / S1.0
SCALE: 1 1/2"=1'-0"

BARTON & EDGAR ENGINEERING
3213 MIDTOWN PARK SOUTH | MOBILE, AL | 251.219.4942

DRAWN BY: CHE	DESIGNED BY: CHE	PROJECT #25248

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
Christy@JagCon.org

SEAL
ALABAMA LICENSED 3-5-25 No. 24034 PROFESSIONAL ENGINEER JOSEPH S. BARTON

NUMBER	REVISION DESCRIPTION
REVISION	

CITY OF MOBILE
HILLSDALE PARK SENIOR CENTER
Mobile, AL, 36608, PROJECT NUMBER: PR-049-25

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: 08-06-2025

SHEET TITLE: STRUCTURAL PLANS & DETAILS

SHEET: S1.0

Addendum No. 1

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: CIP D7 Senior Center
Project # PR-049-25

Date: August 15, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 1, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Conference Agenda, the Pre-Bid Conference Attendance Roster, dated August 13, 2025, as part of Addendum No. 1.
Item 2. The roof replacement is part of a separate contract and should not be included with the bids for this project.
Item 3. The roof replacement was planned to be done before the interior, however, the roof replacement could be completed simultaneously with the construction of this project. In this case, the construction schedules will need to be coordinated.
Item 4. The building has had roof leaks in the past. All roof leaks have been patched (no current leaks). Damage from an old (repaired) roof leak was noted at the Pre-Bid meeting. The ceiling planks were damaged from the leak. A unit price has been added to the bid documents for replacing damaged wood planks in the project.
Item 5. The existing DX unit is to be turned over to the City of Mobile Facilities Department. All remaining items inside the building are to be demolished.

Forms and Specifications:

Item 1. Replace Index to Documents with Index to Documents, Addendum #1, dated August 15, 2025. Added Section 01220 Unit Prices, Addendum #1, dated August 15, 2025.
Item 2. Replace Section 04000 Bid Form with Section 00400 Bid Form, Addendum #1, dated August 15, 2025. Added Unit Price to Bid form.
Item 3. Added Section 01220 Unit Prices, Addendum #1, dated August 15, 2025.

Drawings: N/A

RFI's: N/A

END OF ADDENDUM NO. 1

PRE-BID CONFERENCE AGENDA
W/ MODIFICATIONS

FOR

CITY OF MOBILE PARK IMPROVEMENTS
CIP D7 SENIOR CENTER
6024 LORMA ROAD, MOBILE, ALABAMA 36608
CITY OF MOBILE PROJECT #PR-049-25
August 13, 2025 AT 9:00 am

Note: This Agenda is complimentary, for general use as an outline and for discussion during this meeting. Any errors, omissions, or clarifications shall be communicated to the Engineer for distribution. This Agenda does not attempt to be, nor represent, any recapitulation of Project requirements, and does not change or alter same in any respect; Changes, if any, will only be made by written Addendum.

1. Welcoming remarks. Reminder to sign in on sheet being circulated. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Name of Owner – City of Mobile
Project Manager – Elizabeth Miller
Engineering Consultant – Christina Marie, PE

3. Every General Contractor and every Subcontractor should read and be familiar with all of the "front-end" documents and all of Division 1 of the Project Manual, in addition to the work they are bidding and have to coordinate with.

4. Bid time, date, place – are indicated in the Advertisement for Bids; Sealed bids will be received and clocked in until 2:15 pm, Wednesday, the 27th day of August, 2025 ; bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bid will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza. It is the Contractors responsibility to make sure Bid is received prior to bid time or they will not be accepted.

5. Note that Advertisement and Instructions to Bidders should be read by each bidder. For insurance requirements refer to Invitation & Instructions to Bidders in the Project Manual. A Certificate of Insurance evidencing all the minimum requirements must be provided to and accepted by the City of Mobile prior to commencing on the contract.

6. Contractors shall use the Bid Form included in Project Manual, copies of which are furnished to each bidder with Bid Documents.

7. Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids.

8. Addenda - Minutes of Mandatory Pre-Bid Conference, and any pertinent items discussed shall be issued as Addendum following the Mandatory Pre-Bid Conference. Addenda will be posted on the City of Mobile Bid Website under the Project. https://www.cityofmobile.org/bids/ Please check this website

for all Addenda prior to submitting your bid form.

9. Clarification will be made only by written Addenda posted on the City of Mobile website. Questions and Clarifications must be submitted in writing seven (7) days prior to bid.

10. When the Bid Documents identify three or more sources and the list of sources is not followed by “or approved equal” or similar wording, the bidder’s proposal shall be based upon one of the identified sources, unless the bidder obtains “Pre-bid Approval” of another source. Approval of substitutions, if granted, shall not be effective until published by the Engineer in an addendum to the Bid Documents. Requests for substitutions will only be considered seven (7) days prior to bid.

11. If there is a conflict, discrepancy, or confusion between the existing conditions, plans and specifications for work, materials or equipment and the Contractor does not receive written clarification from the Engineer prior to the opening of bids the Contractor shall include the better quality or greater quantity of work in his/her bid.

12. Bids must be submitted on the Bid Form as contained in the Bid Documents; only one copy is required to be submitted.

13. All information requested of the bidder on the Bid Form must be filled in. The form must be completed by typewriter or hand-printed in ink.

14. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the total bid price, including the allowance if any, but in no event not more than $10,000.00. Bid Security shall be on the form of a Bid Bond or cashier’s check payable to the City of Mobile. No Bid Security is required on Bids less than $10,000.00.

15. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR D7 SENIOR CENTER – PROJECT NUMBER: (PR-049-25)”.

16. Performance Assurance and Insurance: The bidder to whom award is made shall provide a Performance Bond equal to 100% of the total Contract Amount (including the allowance) and a Labor and Material Bond equal to 100% of the total contract amount (including the allowance). The accepted Bidder shall also provide insurance as required in section 1.20
NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY OF MOBILE.

17. A valid City of Mobile business license for the duration of the contract period. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)

18. Bids may be delivered in person or by mail if ample time is allowed for delivery.

19. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids.

20. Alternates, if any, are listed in the Bid Form in the order in which they shall cumulatively add to from the base bid for determining the lowest bidder.

21. Bid Forms may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind.

22. Discussion of Scope of Work.
    a. Base Bid: The Work includes interior renovations involve painting walls, installing new flooring, LED lighting fixtures, replacing windows and window treatments, upgrading the restroom to meet ADA compliance, and converting a former storage area into a warming kitchen. The HVAC unit is being replaced and the ductwork redesigned. Exterior work includes new exterior signage and lighting.
    b. Add Alternate 1: Provide cost of Warming Kitchen equipment per design documents.

23. Completion Time for Project: Base Bid Completion Time: The Project shall be completed within ninety (90) calendar days from the date indicated by the Notice to Proceed**.** Time begins from date of Official Notice to Proceed.

24. There is a $30,000.00 Contingency Allowance. Allowances shall be utilized only after advanced written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.

25. At the time the Contractor duly awarded the Bid receives the signed Contract and the Notice to Proceed, he shall submit a Schedule of Work Progress to the Architect which reasonably reflects the amount of time required for each Phase of Work and the deadline by which it can be expected that such phase of the Work shall be completed. This Schedule should accurately reflect the date for Substantial Completion, and take into consideration any reasonable contingencies.

26. The Contractor shall be responsible for all project safety. Neither the Engineer nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures. Contractor's personnel responsible for safety shall be OSHA certified. Safety barricades (as described in the contract documents) for project, including equipment and storage areas, part of contractors means, methods, techniques, sequences, procedures; cost of any type fencing, barricades, etc. necessary shall be incidental to project.

27. Contractor shall have access to the site five days a week, 7:00 am until 5:00 pm unless approved differently by Project Manager.

28. Contractor shall keep an exceptionally clean site. The Community Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and Community Center staff.

29. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.

30. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.

31. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
    a. Storm and Wastewater:

i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

32. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.

33. Parking for Contractors and their Subs and workers: Shall be coordinated with the Owner.

34. Traffic Control:
- Coordinate all construction activities with parties having jurisdiction.
- Particular attention shall also be paid to vehicular and pedestrian traffic and routing of such during project.

35. Meetings: Owner / Engineer / Contractor (OEC) Progress Meeting to be held per project requirements. Pre-Construction Conference will be held once a Contractor has been awarded the project and contract signed.

36. Liquidated Damages: Per Item II Invitation & Instructions to Bidders, 1.24 LIQUIDATED DAMAGES: for non-completion of the work within the time limited agreed upon will be assessed in the amount of actual damages to the Owner but in no event not more than $250.00 per day.

37. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published in a local newspaper of general circulation.

38. Closing remarks / questions. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Elizabeth Miiller at elizabeth.miller@cityofmobile.org.

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	CIP D7 Senior Center PR-049-25	6024 Lorma Road, Mobile, Alabama 36608	Wednesday, August 13, 2025

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Elizabeth Miller	COM	251-208-7627		251-406-2678	elizabeth.miller@cityofmobile.org
JPayne	JPayne Org	2514541154			JoPayne@Live.com
Charles Green	Rogersdwillard	251-402-039			Cgreen@rogerswillard.com
John Edge	Reehlco GC	251-769-2719			johnedge@reehlco.com
PHILLIP DeKeyser	Bienville CS	251.220.4406			phillip@BienvilleCS.com
CHRISTY MARIE	Jaguar Consulting	2514559189			Jaguarengineers@ymail.com
Keith Bradley	C.O.M.	251-374-6235			Keith.Bradley@CityofMobile.ORG

INDEX TO DOCUMENTS
ADDENDUM #1, DATED AUGUST 15, 2025

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders
  - AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00400 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement between City of Mobile and Contractor for a Stipulated Sum (with Owner's modifications)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment
    - AIA Document G702 and
    - AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion
    - AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims
    - AIA Document G706
  - Contractor's Affidavit of Release of Liens
    - AIA document G706A
  - Consent of Surety to Final Payment
    - AIA Document G707
  - E-Verify Documentation (Sample)
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS
- Section 01010 Summary of Work
- Section 01210 Allowances
- ***Section 01220 Unit Prices***
- Section 01230 Alternative Bid Items
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
- Section 017823 Operation and Maintenance Data
- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
- Section 02400 Demolition and Structure Moving

DIVISION 3 CONCRETE
DIVISION 4 MASONRY
DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC
Section 06100 Rough Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 07260 Vapor Retarders
Section 07920 Joint Sealants

DIVISION 8 DOORS AND WINDOWS
Section 08110 Non-security Steel Doors and Frames
Section 08711 Door Hardware

DIVISION 9 FINISHES
Section 09900 Paintings and Coatings

DIVISION 10 SPECIALTIES
Section 10280 Toilet Accessories
Section 10431 Sign
Section 10525 Fire Extinguishers

DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
DIVISION 24 ELECTRICAL

DRAWINGS:

T1.0 Overall Title Sheet
BCS1 Architectural Building Code Summary
LSP1 Architectural Life Safety Plan & Analysis
AS1 Architectural Site Plan - Existing
A1.1 Architectural Plans - Notes & Schedules
A2.1 Architectural Interior Elevations & Details
A2.2 Architectural Interior Elevations & Details
A3.1 Architectural Sections & Details
A4.1 Architectural Signage & Furniture, Fixture & Equipment
A5.1 Architectural Door & Window Schedules
P1.0 Plumbing Schedules and Notes
P2.0 Plumbing Demo Plan
P2.1 Plumbing New Work Plan
P3.0 Plumbing Details
M1.0 HVAC Schedules And Notes
M2.0 HVAC Demo Plan
M2.1 HVAC New Work Plan
M3.0 HVAC Details
E1.0 Electrical Legend & Specifications
E2.0 Electrical Lighting Plans
E2.1 Electrical Schedules & Details
E3.0 Electrical Power Plans
S1.0 Structural Plans & Details

SECTION 00400

BID FORM
ADDENDUM #1, DATED AUGUST 15, 2025

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-049-25
PROJECT NAME: CIP D7 Senior Center
PROJECT LOCATION: 6024 Lorma Road
Mobile, Alabama, 36608

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Jaguar Consulting, LLC, dated August 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: **$ _____ .00**

Contingency Allowance: **+ $ 30,000.00**

Total Base Bid: **$ _____ .00**
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ **_____ .00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Provide cost of Warming Kitchen equipment.

_____ Dollars & No Cents $_____ .00
Amount in Words Amount in #'s

Unit Price #1: Provide and install dimension body (matching existing) x 8 feet long wood plank, for replacement of damaged ceiling planks. Includes removal and replacement of damaged wood planks and all other necessary construction components for installation.

$_____ LF

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $30,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing

work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2025**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

SECTION 01220
UNIT PRICES
ADDENDUM #1, DATED AUGUST 15, 2025

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Measurement.
2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Provide and install dimension body (matching existing) x 8 feet long wood plank, for replacement of damaged ceiling planks. Includes removal and replacement of damaged wood planks and all other necessary construction components for installation.
1. Unit of measure: Per Each.
2. Basis of payment:
a. Contract Sum to be based on quantities material provided and installed.
b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

Addendum No. 2

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: CIP D7 Senior Center
Project # PR-049-25

Date: August 19, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Clarifications:

Item 1. The existing interior panels are to be completely removed.

Item 2. Use existing conduit where feasible (i.e. concealed in walls) - all surface mounted conduit (new and existing) is to be painted to match surface on which it is installed. Box covers are to be labeled on the interior of cover.

Forms and Specifications: N/A

Drawings: N/A

RFI's:

Question 1. In order to finalize a proposal for Builder's Risk insurance required by the Contract we will need the following information:

1. Year Built
2. Type of Roof
3. Approximate Monetary value of the building

Answer 1. Below is the requested information for the Builder's Risk insurance

1. Building was bult in 1958
2. It has a built-up roof (BUR).
3. The approximate value is $375,000.

END OF ADDENDUM NO. 2

Addendum No. 3

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: CIP D7 Senior Center
Project # PR-049-25

Date: August 26, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Clarifications:

Item 1. The Kitchen Equipment Schedule "Procurement" column labels are incorrect and should be revised as follows:

Key No. 01_BASE BID
Key No. 02_ADD ALT #1
Key No. 03_ADD ALT #1
Key No. 04_ADD ALT #1
Key No. 05_ADD ALT #1
Key No. 06_BASE BID
Key No. 07_BASE BID
Key No. 08_BASE BID
Key No. 09_BASE BID
Key No. 10_BASE BID
Key No. 11_BASE BID

Forms and Specifications: N/A

Drawings: N/A

RFI's:

Question 1. Please confirm that marine insurance is not applicable. City of Mobile Contract VII.F.10-12. If Marine insurance is required, please confirm that the costs related to this coverage are to be in included in the base proposal.

Answer 1. Per the Project Manual, Marine insurance is required if applicable, which is only when working within 5 feet of water.

Question 2. Please verify that the contractual liability provisions are to remain as issued. Standard commercial liability policies do not cover this and there will be additional costs to address this language. If the language is to remain as written, please confirm the additional costs to provide the coverage are to be included in the base proposal.

Answer 2. Insurance requirements are as defined by the Project manual, see attached Sample COI (also included in the PM)

Question 3. Please verify that the contractual liability provisions are to remain as issued. Standard commercial liability policies do not cover this and there will be additional costs to address this language. If the language is to remain as written, please confirm the additional costs to provide the coverage are to be included in the base proposal.

Answer 3. Insurance requirements are as defined by the Project manual.

Attachments: Sample COI

END OF ADDENDUM NO. 3

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Project Numb

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution ADECA CDBG-CV Budget Revision

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), Program, under Title I of the Housing and Community Development Act of 1974 as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs has been allowed under the CARES Act (Public Law 116-136) to allocate a portion of funding to Entitlement Communities for eligible activities within the CDBG program to respond to, prepare for, and prevent coronavirus; and

WHEREAS, as part of the revision process the City followed its HUD approved Citizen Participation Plan throughout the process;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, or his designee, is authorized to revise its ADECA CDBG-CV funds budget allocation in accordance with the table below:

ADECA Community Development Block Grant-Coronavirus Response (ADECA CDBG-CV)

HUD Category

Activity	Pre-Revision Budget	Revised Budget
Administration	$150,000.00	$150,000.00
Acquisition of Real Property for Food Banks in Low/Mod Income Areas	$550,000.00	$50,844.72
Food Banks in Low/Mod Income Areas	$300,000.00	$299,923.22
VIA Senior Portable Wellness Program	$34,232.00	$34,232.00
Legal Services of Alabama- Fair Housing Education Program	$50,000.00	$50,000.00
Low/Mod Income Area Pandemic Related Fire Protection Equipment	$415,768.00	$915,000.06
Total	**$1,500,000.00**	**$1,500,00.00**

TOTAL BUDGET $1,500,000.00

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of the revised budget with ADECA, and that this authorization extends to the execution of all required certifications, agreements, and loan documents as well as all other actions required by said Federal and State funds.

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 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 Altec Industries Inc for Altec tracked, 90ft, telescopic, articulating, aerial truck for Urban Forestry.

Amount of Contract:
$187,157.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Altec Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Altec Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Altec Industries Inc for Altec tracked, 90ft, telescopic, articulating, aerial truck for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $187,157.00

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 5996

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:
Low bid did not meet height spec.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26466	2025	(F7000) MOTOR POOL	ALTEC TRACKED 90FT TELESCOPIC ARTICULATING AERIAL TRUCK FOR URBAN FORESTRY (SEALED BID 5996)	$187,157.00	(013850) ALTEC INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRACKED MANLIFT WITH 90 FT WORKING HEIGHT AERIAL-STANDARD: 90FT WORKING HEIGHT UP TO 50FT LATERAL REACH DOUBLE TELESCOPIC UPPER BOOM 90 DEGREE INDEPENDENTLY ARTICULATING JIB 180 DEGREE BASKET ROTATION (PLUS OR MINUS 90 DEGREE EACH WAY) 400 DEGREE NON-CONTINUOUS BOOM ROTATION WIRED CONTROL PANEL IN BASKET W/2 JOYSTICKS W/SINGLE HANDED CAPABILITY, FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. JOYSTICKS ELIMINATE THE NEED FOR A SEPARATE DEADMAN SWITHC. OUTRIGGERS-STANDARD AUTOMATIC OUTRIGGER SELF LEVELING MULTI-POSITION OUTRIGGERS IN WIDE/NARROW FOOTPRINTS FOUR (4) SPECIALLY DESIGNED SLIDING OUTRIGGER PADS HEAVY-DUTY OUTRIGGER PISTON PROTECTIVE COVERS CHASSIS-STANDARD WIRELESS REMOTE CONTROL W/COLOR SCREEN FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS,TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. CABLE TO CONNECT	1.00 EACH	187157.00000	187157.00

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	WIRELESS REMOTE IN CASE OF A PROBLEM W/WIRELESS SYSTEM RADIO REMOTE CONTROL STORAGE BOX AND BUILT IN BATTERY CHARGER FOR RADIO REMOTE LITHIUM BATTERIES REMOTE CONNECTION KIT (ALL ACCESS CAN CONNECT TO MACHINE REMOTELY IF UNSECURED WIFI IS SHARED WITH MACHINE) TWO (2) LITHIUM BATTERIES AND BUILT IN CHARGER FOR RADIO REMOTE CONTROL TRACKS-STANDARD BLACK RUBBER TRACKS (SET) VERTICALLY AND HORIZONTALLY HYDRAULICALLY ADJUSTABLE TRACKS ABILITY TO RAISE BASKET & JIB UP OUT OF THE WAY WHILE DRIVING THE TRACKS POWER-STANDARD KUBOTA D902 DIESEL ENGINE 24V BATTERY BACKUP ELECTRIC PUMP(INTERMITTENTLY USE THE 24V BATTERY TO OPERATE ALL FUNCTIONS) PLATFORM-STANDARD REMOVABLE SINGLE MAN 24"x 24" FIBERGLASS BASKET EQUIPPED W/BASKET QUICK CONNECT BRACKET AND VINYL FIBERGLASS BUCKET COVER W/TETHER OTHER-STANDARD 1 & 3 YEARS WARRANTY-1 YR "BUMPER TO BUMPER" AND 3 YRS ON CERTAIN COMPONENTS. UNLIMITED USE HOURS. DETAILED OWNERS MAINTENANCE AND USE MANUAL, INCLUDING PARTS AND			

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	SERVICE DIAGRAMS ONE (1) FALL ARREST SAFETY HARNESS VENDOR TO PROVIDE TEUPEN MODEL #TC89AJPLUS AS PER MY BID #5996 AND YOUR QUOTE Additional Description Notes --- 90 HD ARBOR PRO (SPIDER LIFT) AS FOLLOWS: AERIAL-STANDARD: 90FT WORKING HEIGHT UP TO 50FT LATERAL REACH DOUBLE TELESCOPIC UPPER BOOM 90 DEGREE INDEPENDENTLY ARTICULATING JIB 180 DEGREE BASKET ROTATION (PLUS OR MINUS 90 DEGREE EACH WAY) 400 DEGREE NON-CONTINUOUS BOOM ROTATION WIRED CONTROL PANEL IN BASKET W/2 JOYSTICKS W/SINGLE HANDED CAPABILITY, FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. JOYSTICKS ELIMINATE THE NEED FOR A SEPARATE DEADMAN SWITHC. OUTRIGGERS-STANDARD AUTOMATIC OUTRIGGER SELF LEVELING MULTI-POSITION OUTRIGGERS IN WIDE/NARROW FOOTPRINTS FOUR (4) SPECIALLY DESIGNED SLIDING OUTRIGGER PADS HEAVY-DUTY OUTRIGGER PISTON PROTECTIVE COVERS CHASSIS-STANDARD WIRELESS REMOTE CONTROL W/COLOR SCREEN FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS,TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION. CABLE TO CONNECT WIRELESS REMOTE IN CASE OF A PROBLEM W/WIRELESS SYSTEM			

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	RADIO REMOTE CONTROL STORAGE BOX AND BUILT IN BATTERY CHARGER FOR RADIO REMOTE LITHIUM BATTERIES REMOTE CONNECTION KIT (ALL ACCESS CAN CONNECT TO MACHINE REMOTELY IF UNSECURED WIFI IS SHARED WITH MACHINE) TWO (2) LITHIUM BATTERIES AND BUILT IN CHARGER FOR RADIO REMOTE CONTROL TRACKS-STANDARD BLACK RUBBER TRACKS (SET) VERTICALLY AND HORIZONTALLY HYDRAULICALLY ADJUSTABLE TRACKS ABILITY TO RAISE BASKET & JIB UP OUT OF THE WAY WHILE DRIVING THE TRACKS POWER-STANDARD KUBOTA D902 DIESEL ENGINE 24V BATTERY BACKUP ELECTRIC PUMP(INTERMITTENTLY USE THE 24V BATTERY TO OPERATE ALL FUNCTIONS) PLATFORM-STANDARD REMOVABLE SINGLE MAN 24"x 24" FIBERGLASS BASKET EQUIPPED W/BASKET QUICK CONNECT BRACKET AND VINYL FIBERGLASS BUCKET COVER W/TETHER OTHER-STANDARD 1 & 3 YEARS WARRANTY-1 YR "BUMPER TO BUMPER" AND 3 YRS ON CERTAIN COMPONENTS. UNLIMITED USE HOURS. DETAILED OWNERS MAINTENANCE AND USE MANUAL, INCLUDING PARTS AND SERVICE DIAGRAMS ONE (1) FALL ARREST SAFETY HARNESS AS REQUESTED BY 2018-URBAN FORESTRY			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			187157.00

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 5

Vendor	Ship To
ALTEC INDUSTRIES INC 210 INVERNESS CENTER DR BIRMINGHAM, AL 35242 Tel#205-323-8751 Fax 205-458-3839	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 187157.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	187157.00	25332.58

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	187157.00	918123.94

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	06/26/25	SHONNDA SMITH	
Approved	06/26/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00026502-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
ALTEC INDUSTRIES INC	MOTOR POOL - ATTN: ADAM LYNN
210 INVERNESS CENTER DR	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35242	AGEET@CITYOFMOBILE.ORG
Tel#205-323-8751	Delivery Reference
Fax 205-458-3839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	013850				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/27/25	BRENDA RHODES			
	Approved	06/27/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/27/25	RELYA MALLORY		Auto approved by: 910511034	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Queued	09/29/25	SHONNDA SMITH		Automatic Forward to 9105paij	
	Queued	09/29/25	CHERI BOUCHER		Automatic Forward to 9105paij	
	Pending		BRENDA RHODES		Automatic Forward to 9105paij	
	Pending		TIFFANY HOLLINS		Automatic Forward to 9105paij	
	Pending		RELYA MALLORY		Automatic Forward to 9105paij	
	Pending		DONALD ROSE		Automatic Forward to 9105paij	
	Pending		SANDRA LEWIS		Automatic Forward to 9105paij	
	Pending		STEVEN KRONINGER		Automatic Forward to 9105paij	
	Pending		SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Pending		ANNE FOLEY		Automatic Forward to 9105paij	
	Pending		JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5996
TRACKED MANLIFT WITH 90' WORKING HEIGHT

VENDOR	Vermeer Southeast	Altec	Thompson Tractor Co.
MAKE	CTE 270/88	Teupen TC89AJ Plus	JLG X1000AJ
WORKING HEIGHT	88-FT Working Height	90-FT Working Height	105-FT Working Height
DELIVERY	---	90 Days	---
PRICE	$182,492.15	$187,157.00	$360,207.59

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	**5996**	**Motor Pool**	**To Be Specified**

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, September 26, 2025**

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRACKED MANLIFT WITH 90' WORKING HEIGHT** 2025 or newer 90' working height tracked manlift as per the following and and attached specifications. CMC Arbor Pro 90HD+ or equal. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) tracked manlift with 90' working height. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

TRACKED 90 FT AERIAL LIFT

90FT WORKING HEIGHT

50FT LATERAL REACH

DOUBLE TELESCOPIC UPPER BOOM

90 DEGREE INDEPENDENTLY ARTICULATING JIB

180 DEGREE BASKET ROTATION (PLUS OR MINUS 90 DEGREE EACH WAY)

400 DEGREE NON-CONTINUOUS BOOM ROTATION

WIRED CONTROL PANEL IN BASKET W/2 JOYSTICKS W/SINGLE HANDED CAPABILITY, FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION.

OUTRIGGERS

AUTOMATIC OUTRIGGER SELF LEVELING

MULTI-POSITION OUTRIGGERS IN WIDE/NARROW FOOTPRINTS

FOUR (4) SPECIALLY DESIGNED SLIDING OUTRIGGER PADS

HEAVY-DUTY OUTRIGGER PISTON PROTECTIVE COVERS

CHASSIS

WIRELESS REMOTE CONTROL W/COLOR SCREEN FOR ALL FUNCTIONS INCLUDING BOOMS, OUTRIGGERS, TRACK DRIVE, AUTOMATIC LEVELING, SPEED CONTROLS, AND HOME FUNCTION.

CABLE TO CONNECT WIRELESS REMOTE

RADIO REMOTE CONTROL STORAGE BOX AND BUILT IN BATTERY CHARGER FOR RADIO REMOTE LITHIUM BATTERIES

REMOTE CONNECTION KIT (ALL ACCESS CAN CONNECT TO MACHINE REMOTELY IF UNSECURED WIFI IS SHARED WITH MACHINE)

TWO (2) LITHIUM BATTERIES AND BUILT IN CHARGER FOR RADIO REMOTE CONTROL

TRACKS-STANDARD

BLACK RUBBER TRACKS (SET)

VERTICALLY AND HORIZONTALLY HYDRAULICALLY ADJUSTABLE TRACKS

ABILITY TO RAISE BASKET & JIB UP OUT OF THE WAY WHILE DRIVING THE TRACKS

POWER-STANDARD

KUBOTA OR EQUAL DIESEL ENGINE

24V BATTERY BACKUP ELECTRIC PUMP(INTERMITTENTLY USE THE 24V BATTERY TO OPERATE ALL FUNCTIONS)

PLATFORM-STANDARD

REMOVABLE SINGLE MAN 24"x 24" FIBERGLASS BASKET EQUIPPED W/BASKET QUICK CONNECT BRACKET AND VINYL FIBERGLASS BUCKET COVER W/TETHER

OTHER-

1 YEAR WARRANTY-1 YR "BUMPER TO BUMPER" AND 3 YRS ON CERTAIN COMPONENTS. UNLIMITED USE HOURS.

DETAILED OWNERS MAINTENANCE AND USE MANUAL, INCLUDING PARTS AND SERVICE DIAGRAMS

ONE (1) FALL ARREST SAFETY HARNESS

BASKET HEIGHT (ALUMINUM BASKET IS REMOVABLE, VARIATIONS AVAILABLE).....43”

BASKET WIDTH . . . . . 27”

BASKET LENGTH . . . . . 48”

TOTAL LENGTH . . . . . 22’

3” LENGTH WITHOUT BASKET. . . . . 19’

10” HEIGHT IN TRANSPORT POSITION (TRACKS IN). . . . . 77”

HEIGHT IN TRANSPORT POSITION (TRACKS EXTENDED). . . . . 85”

TOTAL WIDTH (W/O BASKET, TRACKS IN). . . . . 35”

TOTAL WIDTH (W/O BASKET, TRACKS EXTENDED). . . . . 55”

FREE HEIGHT FROM THE GROUNG. . . . . 15”

TRACKS (LxW). . . . . 69” x 10”

OUTRIGGER SPREAD LENGTH IN NARROW POSITION. . . . . 21’ 8”

OUTRIGGER SPREAD WIDTH IN NARROW POSITION . . . . . 8’ 7”

OUTRIGGER SPREAD LENGTH IN WIDE POSITION. . . . . 17' 1"

OUTRIGGER SPREAD WIDTH IN WIDE POSITION . . . . . 14' 5"

OUTRIGGER SPREAD WIDE TO NARROW POSITION. . . . . 11' 9"

OUTRIGGER FOOT DIAMETER . . . . . 9 1/2"

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: October 21, 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 Chevrolet of Watsonville National Auto Fleet Group for 2025 Peterbilt 548 PX-9 truck with Rotobec loader and 40cy Beauroc dump body for Urban Forestry.

Amount of Contract:
$322,920.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Chevrolet Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Chevrolet of Watsonville National Auto Fleet Group

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Chevrolet of Watsonville National Auto Fleet Group for 2025 Peterbilt 548 PX-9 truck with Rotobec loader and 40cy Beauroc dump body for Urban Forestry. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $322,920.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor 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, purchase orders 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
26371	2025	(F7000) MOTOR POOL	2025 PETERBILT 548 PX-9 TRUCK WITH ROTOBEC LOADER AND 40CY BEAUROC DUMP BODY FOR URBAN FORESTRY (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$322,920.00	(293343) CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP

Adopted:

_____
City Clerk

Bill To	Requisition 00026371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CHEVROLET OF WATSONVILLE NATIONAL AUTO	MOTOR POOL - ATTN: ADAM LYNN
490 AUTO CENTER DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
WATSONVILLE, CA 95076	AGEET@CITYOFMOBILE.ORG
Tel#855-289-6572	Delivery Reference
Fax 831-480-8497	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	293343				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 PETERBILT KNUCKLE BOOM LOADER AS FOLLOWS: 2025 PETERBILT 548 PX-9 370 HP ALLISON 6-SPEED AUTOMATIC TRANSMISSION 2024 ROTOBEC LOAD AND GO 2024 ROTOBEC 030 WASTE GRAPPLE 40CY BEAU ROC DUMP BODY LL-2500 SCOTT 22TN HOIST AS PER SOURCEWELL CONTRACT 032824-NAF TO NATIONAL FLEET AUTO / CHEVROLET OF WATSONVILLE Additional Description Notes --- 2025 PETERBILT KNUCKLE BOOM LOADER AS FOLLOWS: 2025 PETERBILT 548 PX-9 370 HP ALLISON 6-SPEED AUTOMATIC TRANSMISSION 2024 ROTOBEC LOAD AND GO 2024 ROTOBEC 030 WASTE GRAPPLE 40CY BEAU ROC DUMP BODY LL-2500 SCOTT 22TN HOIST AS REQUESTED BY 2018-URBAN FORESTRY	1.00 EACH	322920.00000	322920.00
1	1000.40.20.2070.2086.2070.0000.0000.45040.			322920.00

Bill To	Requisition 00026371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CHEVROLET OF WATSONVILLE NATIONAL AUTO	MOTOR POOL - ATTN: ADAM LYNN
490 AUTO CENTER DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
WATSONVILLE, CA 95076	AGEET@CITYOFMOBILE.ORG
Tel#855-289-6572	Delivery Reference
Fax 831-480-8497	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	293343				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 322920.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.		
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES	322920.00	900277.94

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/24/25	SHONNDA SMITH	
Approved	06/24/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00026371-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CHEVROLET OF WATSONVILLE NATIONAL AUTO	MOTOR POOL - ATTN: ADAM LYNN
490 AUTO CENTER DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
WATSONVILLE, CA 95076	AGEET@CITYOFMOBILE.ORG
Tel#855-289-6572	Delivery Reference
Fax 831-480-8497	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	293343				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	MATTHEW ANDERSON			
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

National Auto Fleet Group

Class 4-8 chassis with related equipment

#032824-NAF
Maturity Date: 7/9/2028
Website: nationalautofleetgroup.com

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 032824-NAF gives access to the following types of goods and services:

- Class 4-8 chassis models/all electric
- Upfitting available
- All electric chassis cab
- Freightliner/Western Star
- Peterbilt
- Kenworth
- Mack
- Isuzu
- Volvo
- Chevrolet/Ford/Dodge Ram
- Bollinger Motors
- Autocar

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 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 Detectachem, Inc. for two Apex Raman spectrometers for MPD.

Amount of Contract:
$59,800.00

Funding Source
US DOJ Justice Assistance Grant

ATTACHMENTS:
1. 20250925 Spectrometer Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 or 14 October 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 Detectachem, Inc,

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Detectachem, Inc. for two Apex Raman spectrometers for MPD.

US DOJ Justice Assistance Grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $59,800.00

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 5982

How many bidders received bid packages (if applicable): 7+ web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
29240	2025	(2590) GRANT MANAGEMENT	2 APEX RAMAN SPECTROMETERS FOR MPD (SEALED BID 5982)	$59,800.00	(299981) DETECTACHEM, INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00029240-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DETECTACHEM, INC.	GRANTS ADMINISTRATION
120 INDUSTRIAL BLVD.	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644
SUGAR LAND, TX 77478	KELSI.TIPPERY@CITYOFMOBILE.ORG
Tel#8555733537	
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299981				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BID 5982			
001	APEX RAMAN SPECTOMETER (APEX-NARC)	2.00	29900.00000	59800.00
	2024 JAG GRANT	EACH		
1	5307.30.15.0000.0000.1530.0000.0000.47010. E G-DOJJAG24.CAPEQUIPMT. .			49800.00
2	1000.30.15.1530.1530.1530.0000.0000.44020.			6612.20
3	5307.30.15.0000.0000.1530.0000.0000.47020. E G-DOJJAG24.EQUIPUND5K. .			3387.80

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Requisition Link

Requisition Total 59800.00

Bill To	Requisition 00029240-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DETECTACHEM, INC.	GRANTS ADMINISTRATION
120 INDUSTRIAL BLVD.	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644
SUGAR LAND, TX 77478	KELSI.TIPPERY@CITYOFMOBILE.ORG
Tel#8555733537	
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	2ND FLOOR SOUTH TOWER ROOM
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299981				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DOJJAG24.CAPEQUIPMT. .	49800.00	34.82
E G-DOJJAG24.EQUIPUND5K. .	3387.80	-34.82

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.		
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES	6612.20	1099143.10
5307.30.15.0000.0000.1530.0000.0000.47010.		
JAG GRANTS EXP EQUIPMENT (GREATER $5000)	49800.00	1099143.10
5307.30.15.0000.0000.1530.0000.0000.47020.		
JAG GRANTS EXP EQUIPMENT (LESS THAN $5000)	3387.80	1099143.10

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Forward	08/21/25	AMBER ADAMS	It shows this expense string i
Forward	08/22/25	SHAUNAGYE SIMMS	
Approved	08/22/25	SHERMEKA TURNER	Auto approved by: 910518931
Approved	08/22/25	DREANETTA BARNES	Auto approved by: 910518931
Approved	08/22/25	AMBER ADAMS	approve
Approved	08/22/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	08/22/25	SELENA SMITH	Auto approved by: 910518931
Approved	09/25/25	SHERMEKA TURNER	Auto approved by: 910518931
Approved	09/25/25	AMBER ADAMS	
Approved	09/25/25	TRAVIS MARSHALL	Auto approved by: 910518931
Approved	09/25/25	SHAUNAGYE SIMMS	Auto approved by: 910518931
Approved	09/25/25	SELENA SMITH	Auto approved by: 910518931

Bill To	Requisition 00029240-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
DETECTACHEM, INC.
120 INDUSTRIAL BLVD.

SUGAR LAND, TX 77478

Tel#8555733537

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644
KELSI.TIPPERY@CITYOFMOBILE.ORG

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/25	299981				GRANT MANAGEMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Rejected	09/19/25	SAMANTHA COOLEY		see email	
	Approved	09/25/25	DONALD ROSE		Auto approved by: 910520704	
	Approved	09/25/25	SANDRA LEWIS		Auto approved by: 910520704	
	Approved	09/25/25	STEVEN KRONINGER		Auto approved by: 910520704	
	Approved	09/25/25	SAMANTHA COOLEY			
	Approved	09/25/25	ANNE FOLEY		Auto approved by: 910520704	
	Approved	09/25/25	JOHN PAINE		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE
SPECTROMETER
POLICE

BID NO.: 5982
DATE: 9/11/2025

Bid Date:		DETECTACHEM, INC			TECHNOLOGY INTERNATIONAL INC					
BID QUANTITIES										
ITEM DESCRIPTION	Qty.	UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	TOTAL
SPEX R7 RAMA SPECTROMETER SKU: SPEX R7 NO SUBSTITUTIONS	1	EACH	$ 29,900.00	$ 29,900.00	1	32320	32320			
		EACH								
		EACH								
TOTAL			29,900.00	29,900.00		32,320.00	32,320.00		0.00	0.00

WINNER: DETECTACHEM, INC

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/29/2025	5982	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, September 11, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx. 1-5	**SPECTROMETER** APEX R7 RAMAN SPECTROMETER — SKU: Apex R7 **NO SUBSTITUTIONS** **Specifications:** • Technology: Raman spectroscopy with 785 nm excitation • Spectral range: 300–2200 cm^{-1}; spectral resolution < 14 cm^{-1} • Analysis time: results typically ≤ 20 seconds • Substances Detected: Drugs, Narcotics, Explosives, HME's, TIC, TIM, CWA, Precursor Chemicals, Cutting Agents, Pharmaceuticals, household Chemicals, Plastics • Library size: More than 23,000 substances • Operation: non-contact, point-and-shoot; no user calibration required • Dimensions: 6.8in x3.5in x2in (17.3cm x 8.9cm x 5cm) • Weight: approx. 1lb (450g) • Power: internal 3.7 V Li-ion polymer battery pack, DC wall adapter with charge cord. • Data export: PDF/CSV/text; export via Wi-Fi, cellular data, or SD card • Ruggedized for field use; Made in USA Make_____ Model_____ Upon award the City will purchase a minimum of one (1) item.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

QUANTIES LISTED ARE APPROXIMATIONS.

TO BE AWARDED ON AN ALL OR NONE BASIS.

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/**

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Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.

(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

Quote Delivered Pricing FOB Mobile, Alabama.

Pricing shall be firm for one (1) year period following the award of the bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TOTAL

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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.

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: October 21, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Empire Truck Sales LLC for four 21cubic yard tri-axle dump trucks for Public Services.

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Empire Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Empire Truck Sales LLC for four 21cubic yard tri-axle dump trucks for Public Services.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $796,740.00

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 5994

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 7

If this is not the lowest bid, explain why not:

_____

_____

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26001	2025	(F7000) MOTOR POOL	FOUR 21 CU YARD TRI-AXLE DUMP TRUCKS FOR PUBLIC SERVICES (SEALED BID 5994)	$796,740.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026001-00 FY 2025
ACCOUNTS PAYABLE	PO 25014771
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DUMP TRUCK AS FOLLOWS: TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE WITH DUMP BODY. VENDOR TO PROVIDE 2027 FREIGHTLINER MODEL 114SD CHASSIS WITH STEERABLE PUSHER AXLE AND 21 CU YD OX BODY DUMP BODY. AS PER CITY OF MOBILE BID #5994 AND YOUR QUOTE.	4.00 EACH	199185.00000	796740.00
	Additional Description Notes			

	DUMP TRUCK AS FOLLOWS: HV607 6X4 TANDEM AXLE DUMP TRUCK WITH OX MAVERICK DUMP BODY 15-18 YARD.			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			796740.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00026001-00 FY 2025
ACCOUNTS PAYABLE	PO 25014771
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			796740.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	796740.00	58712.14
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	09/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/29/25	SHONNDA SMITH	
Approved	09/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/16/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/16/25	SHONNDA SMITH	
Approved	06/16/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/29/25	SHONNDA SMITH	
Approved	09/29/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/30/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/30/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/30/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/30/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/30/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/30/25	JOHN PAINE	.

Authorized By: _____ Date: _____

Bill To	Requisition 00026001-00 FY 2025
ACCOUNTS PAYABLE	PO 25014771
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Signature

BID TABULATION FOR BID #5994
TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE

VENDOR	Empire Truck	Ward International	Capital Volvo Truck & Trailer	Gulf Coast Truck & Equipment	Rush Truck Center-Mobile	Certified Stainless Service (West-Mark)	Technology International
CHASSIS	Freightliner 114SD	International HX620 SBA	Volvo VHD84F300	Mack GR84B	Peterbilt 567	Freightliner 114SD Plus	Autocar DC64-D
BODY CU YDS	21	21/22	21	21	16.5	16.5	23
BODY MAKE	OX Body	OX Body	---	OX Maverick	TBEI	West Mark	Autocar
DELIVERY	160 Days	*Chassis:* 1st QTR 2026 *Body:* 90-120 Days After Chassis Delivery	365 Days	270 Days	190 Days	210 Days	280 Days
PRICE	$199,185.00	$199,910.00	$202,509.02	$213,866.00	$220,165.00	*Truck:* $225,631.27 *Training:* $3,450.00 *TOTAL:* $229,081.27	$279,500.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5994	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 3-5	**TRI-AXLE DUMP TRUCK WITH STEERABLE PUSHER AXLE** 2025 or Newer 86,000 lb. GVW Tri-Axle Dump Truck with Liftable and Steerable Pusher Axle as per the following and attached Specifications. MAKE: _____ MODEL: _____ YEAR: _____ CU. YARDS: _____ Vendor to provide literature and specification on vehicle bid Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of three (3) Tri-Axle Dump Trucks. Price to include price for application for title. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

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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.

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BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

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TOTAL

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BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing to be firm for a three (3) month period following award. **TO BE AWARDED ALL OR NONE.**					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CHASSIS SPECIFICATIONS AS FOLLOWS:

2 Door Cab
86,000 LB GVW
Electrical System 12 Volt
Rear Axle Arrangement 3 Rear Axles, 2 Driven 1 Pusher
Vehicle Use Dump Truck
445 HP @1400-1700 RPM (peak) 2100 RPM (GOV) 1850 LB-FT, US'21
Exhaust Stack Height 9'6" From Ground
Alternator Delco 12V 160A (28SI) BRUSH-Type
12 Volt Melco Starter
Engine Brake Mack MP8 Powerleash
Engine Brake Activation
Gear Shifter Allison Dash Mounted Shifter w/Neutral to range inhibit
Clutch Actuation System and Pedal Pad without clutch cable system
Driveline Main Meritor 176 MXL "xtended lube"
Driveline Interaxle Meritor 17 MXL xtended lube
Driveshaft Main U-Joint Univeral Joint Half-round Type
Transmission output torque transmission output torque basic
Lubricants, transmissions transynd synthetic lube for allison trans
Transmission oil cooler allison 4xxx series transmission w/direct mount cooler and SS coolant tubes
Front Axle 20000#
Rear Axle 46000# (20900kg) Meritor RT46-164EH
Traction Differential Interwheel Differential lock, all rear axles
Power Divider Lockout Interacle power divider lockout, w/buzzer and light
Rear axle ratio 4.89 ratio

Auxiliary Axles 1 hendrickson 20K steerable pusher axle (liftable) Fl-series Wheel ends
Aux axle ctrl valve location LH BOC auxiliary axle control valve and gauge
Pusher Axle Lubricant Pusher Axle Lude, Chevron Delo 80W90 Mineral oil
Brakes-auxilary axle Hendrickson 16.5x6 cast auxiliary axle brakes
Wheelbase 206"
Frame Rails and liners 11.1 x 105 x 300mm-(0.437" x 4.13" x 11.81") RBM 3,160,000 LB-IN
Towing Device Front hooks
Towing Device Rear hooks frame mounted
Fuel Tank-LH 93 Gallon (350L) 26"Aluminum, Sleeved D-shaped
PTO-control transmission PTO switch and light with wiring and piping for local installation
Interior Trim levels comfort trim package, steel gray
Seat drivers' sears-air atlas 80 high back 4 chamber air lumbar, w/heat
Transmission electronics dump/vocational (223) allows truck to be put in gear without service brake (for) paving

PTO1 Single speed control RPM PTO 1st, single speed setting, 1000RPM
PTO 1st, MAX ROAD SPEED 1st PTO, Max Road Speed, 10 MPH (16KPH)

Cab color is white
Dump Body Black

16.5 Cubic yard _____

BODY LENGTH	16'6"
HOIST MODEL	74133
FRAME STYLE	TUBE W/CHANNEL X-MEM 12 C/L
FRONT STYLE	STRAIGHT
REAR STYLE	STRAIGHT
FRONT HEIGHT	58
SIDE HEIGHT FRONT	58
SIDE HEIGHT REAR	58
FLOOR MATERIAL	PLATE ¼-AR450
CABSHIELD STYLE	STANDARD
CABSHIELD PROJECTION	36
CABSHIELD WIDTH	87
TARP SYLE	MOUNTAIN
TAILGATE TYPE	AIR HIGH LIFT
TAILGATE BRACING STYLE	2 HORIZONTALS
HORIZONTAL SIDE BRACE	YES
SIDE TOP RAIL STYLE	4x4x.120 (STANDARD)
LINEPOSTS	YES
DUMP APRON	HEAVY DUTY
DUMP APRON SIZE	10
SIDE LIGHT CUTOUTS	LOWER-FRONT
METRO LIGHT QUANTITY	1
DIRT SHEDDING ANGLE	SIDES AND TAILGATE
BOARD HOLDER HEIGHT	NO BOARD HOLDERS
SIDES	10 GAUGE
TAILGATE HEIGHT	60 INCHES
CAB CONTROL	AIR PTO AIR PUMP
CAB SHIELD LENGTH	36 INCH

MOBILE
ALABAMA

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: October 21, 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 Empire Truck Sales LLC for 2027 Freightliner M2-106 crew cab truck with dump body for Public Services.

Amount of Contract:
$127,893.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Empire2 Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Empire Truck Sales LLC for 2027 Freightliner M2-106 crew cab truck with dump body for Public Services.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $127,893.00

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 5997

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

_____

_____

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26745	2025	(F7000) MOTOR POOL	2027 FREIGHTLINER M2-106 CREW-CAB TRUCK WITH DUMP BODY FOR PUBLIC SERVICES (SEALED BID 5997)	$127,893.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CREW CAB 33,000 GVW WITH HYDRAULIC CI=ONTRACTOR DUMP BODY PRO-CONTRACTOR BED: 12'DRW 1/8" DIAMOND PLATE STEEL FLOOR 3" CHANNEL CROSS MEMBERS 6" CHANNEL LONGBEAMS SET AT 34" WIDE FULL LENGTH FOLD-DOWN SIDES & REAR GATE 3"x4" TUBE BULKHEAD W/STOP, TAIL, TURN & REVERSE LIGHTS BUILD BULKHEAD TO FIT MACK MD7 NO GN HITCH WITH THIS LENGTH BED SINGLE 7-WAY TRAILER PLUG LED LIGHTS UNDERCOATED POWDER COATED BLACK GLOSS BLACK STEEL UNDERBODY TRUCK TOOL BOX W/ALUMINUM DOOR 18"x18"x48" POWDER COATED DIAMOND TREAD ALUMINUM DOOR ADDS A HIGH LEVEL OF CORROSION RESISTANCE TO THE PART OF THE BOX THAT IS MOST EXPOSED. BLACK POWDER COATING HELPS KEEP THE BOX CORROSION-RESISTANT. GUARD AGAINST THEFT W/LOCKING, DIE-CAST COMPRESSION LATCH. BUILT FOR LONG LIFE W/AIRCRAFT-GRADE CABLES AND A REPLACEABLE GASKET SEALING SYSTEM MADE IN THE USA 18x18 INCH WELDED BLACK STRUCTURAL STEEL MOUNTING BRACKETS 30 TON HEAVY DUTY SWIVEL TYPE PINTLE HOOK ALLOWS TOWING	1.00 EACH	127893.00000	127893.00

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	HEAVY EQUIPMENT OVER UNEVEN TERRAIN STRONG FORGED STEEL CONSTRUCTION SPRING-LOADED PINTLE HOOK LOCK ARM PROVIDES A SECURE HOLD ONTO 3IN I.D LUNETTE EYES AND DRAWBARS HAULS UP TO 60,000 LBS. 7-WAY TRAILER PLUG, TRUCK-SIDE 7-WAY ROUND DURABLE NYLON PLASTIC CONSTRUCTION BUILT IN SAFETY LATCH ASSURES A SECURE CONNECTION SPRING-LOADED DOOR PROTECTS TERMINALS WHEN NOT IN USE. MISC. VALVES, FITTINGS, HOSES, GLADHANDS TO INSTALL THE TRACTOR PACKAGE, AND STEEL TO FABRICATE HITCH PLATE. INSTALL PRO CONTRACTOR BODY ON TRUCK, WELD MOUNTING BRACKET TO BODY & BOLT TO TRUCK FRAME (CENTER MOUNTING PLATE AS CLOSE TO CENTER OF REAR AXLE AS POSSIBLE), WIRE LIGHTS, TEST LIGHTS AND TRAILER PLUG CONNECTION MARK FRAME, DRILL HOLES FOR TOOLBOX MOUNTS, INSTALL MOUNTS, MARK TOOLBOX, DRILL HOLES TO ALIGN W/TOOLBOX MOUNTS, MOUNT TOOLBOX, ADJUST STRIKER TO ENSURE BOX IS WATER TIGHT LAYOUT AND FABRICATE 1" HITCH PLATE, MAG-DRILL HOLES FOR PINTLE HITCH, LIGHTS PAINT ALL AREAS AFFECTED BY INSTALL INSTALL TRACTOR PACKAGE			

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ONTO TRUCK, ROUTE AIR LINES TO REAR OF TRUCK, PLUMB AIR LINES, INSTALL GLADHANDS TRUCK SHOULD BE DELIVERED W/AN 84" CAB TO AXLE LENGTH. VENDOR TO PROVIDE 2027 FREIGHTLINER M2-106 PLUS CREW CAB WITH FLEETCO PRO CONTRACTOR HYDRAULIC DUMP BODY AND PINTLE TRAILER HITCH AS PER CITY OF MOBILE BID #5997 AND YOUR QUOTE			

Additional Description Notes

2026 MACK MD7-MEDIUM DUTY FLATBED TRK AS FOLLOWS:

PRO-CONTRACTOR BED:
12'DRW
1/8" DIAMOND PLATE STEEL FLOOR
3" CHANNEL CROSS MEMBERS
6" CHANNEL LONGBEAMS SET AT 34" WIDE
FULL LENGTH FOLD-DOWN SIDES & REAR GATE
3"x4" TUBE BULKHEAD W/STOP, TAIL,TURN & REVERSE LIGHTS
BUILD BULKHEAD TO FIT MACK MD7
NO GN HITCH WITH THIS LENGTH BED
SINGLE 7-WAY TRAILER PLUG
LED LIGHTS
UNDERCOATED
POWDER COATED BLACK

GLOSS BLACK STEEL UNDERBODY TRUCK TOOL BOX W/ALUMINUM DOOR
18"x18"x48"
POWDER COATED DIAMOND TREAD ALUMINUM DOOR ADDS A HIGH LEVEL OF CORROSION

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	RESISTANCE TO THE PART OF THE BOX THAT IS MOST EXPOSED. BLACK POWDER COATING HELPS KEEP THE BOX CORROSION-RESISTANT. GUARD AGAINST THEFT W/LOCKING, DIE-CAST COMPRESSION LATCH. BUILT FOR LONG LIFE W/AIRCRAFT-GRADE CABLES AND A REPLACEABLE GASKET SEALING SYSTEM MADE IN THE USA 18x18 INCH WELDED BLACK STRUCTURAL STEEL MOUNTING BRACKETS 30 TON HEAVY DUTY SWIVEL TYPE PINTLE HOOK ALLOWS TOWING HEAVY EQUIPMENT OVER UNEVEN TERRAIN STRONG FORGED STEEL CONSTRUCTION SPRING-LOADED PINTLE HOOK LOCK ARM PROVIDES A SECURE HOLD ONTO 3IN I.D LUNETTE EYES AND DRAWBARS HAULS UP TO 60,000 LBS. 7-WAY TRAILER PLUG, TRUCK-SIDE 7-WAY ROUND DURABLE NYLON PLASTIC CONSTRUCTION BUILT IN SAFETY LATCH ASSURES A SECURE CONNECTION SPRING-LOADED DOOR PROTECTS TERMINALS WHEN NOT IN USE. MISC. VALVES, FITTINGS, HOSES, GLADHANDS TO INSTALL THE TRACTOR PACKAGE, AND STEEL TO FABRICATE HITCH PLATE. INSTALL PRO CONTRACTOR BODY ON TRUCK, WELD MOUNTING BRACKET TO BODY & BOLT TO TRUCK FRAME (CENTER MOUNTING PLATE AS CLOSE TO CENTER OF REAR AXLE AS POSSIBLE), WIRE LIGHTS, TEST LIGHTS AND TRAILER PLUG CONNECTION MARK FRAME, DRILL HOLES FOR TOOLBOX MOUNTS, INSTALL MOUNTS, MARK TOOLBOX, DRILL HOLES TO ALIGN W/TOOLBOX MOUNTS, MOUNT TOOLBOX, ADJUST STRIKER TO ENSURE BOX IS WATER TIGHT LAYOUT AND FABRICATE 1" HITCH PLATE, MAG-DRILL HOLES FOR PINTLE HITCH, LIGHTS PAINT ALL AREAS AFFECTED BY INSTALL INSTALL TRACTOR PACKAGE ONTO TRUCK, ROUTE AIR LINES TO REAR OF TRUCK, PLUMB AIR LINES, INSTALL GLADHANDS			

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	TRUCK SHOULD BE DELIVERED W/AN 84" CAB TO AXLE LENGTH.			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			127893.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 127893.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	127893.00	900277.94
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00026745-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 6

Vendor	Ship To
EMPIRE TRUCK SALES LLC 2495 W I-65 SERVICE RD N MOBILE, AL 36612 Tel#251-330-0088 Fax 800-550-0088	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	055656				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/01/25	MATTHEW ANDERSON		NA	
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	07/09/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	07/09/25	SHONNDA SMITH			
	Approved	07/09/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/01/25	MATTHEW ANDERSON			
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5997
33,000-LB GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY

VENDOR	Empire Truck	Thompson Tractor	Truck Equipment Sales
CHASSIS	Freightliner M2106 Plus	Ford F750	International MV607 SBA
BODY	Fleetco Pro Contractor	Ledwell 3-4 YD. with Contractor Body	Knapheide PVMXT-123
DELIVERY	90 Days	End of 2025	120 Days
PRICE	$127,893.00	$132,784.34	$139,314.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5997	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 1-3	**33,000 lb. GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY**						
	2025 or Newer 33,000 lb. GVWR Crew Cab Truck with Hydraulic Dumping Contractor Body as per the following and attached specifications.						
	Chassis:						
	Make_____ Model_____						
	Year _____						
	Body:						
	Make_____ Model_____						
	Vendor to provide literature and specifications on vehicle quoted.						
	Quote delivered pricing FOB Mobile.						
	Truck will be pulling a trailer with air brakes.						
	Upon award, the City will purchase a minimum of one (1).						
	Page 1 of 3						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 2 of 3

You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery

Price must include delivery FOB Mobile.

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Include cost of the title application in your price.

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State,

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

33,000-LB GVWR CREW CAB TRUCK WITH HYDRAULIC DUMPING CONTRACTOR BODY

CAB	4-DOOR CREW CAB
DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF
DRIVER SEAT	AIR SUSPENDED
DRIVER SEAT UPHOLSTERY	VINYL
SEAT-PASSENGER	VINYL BENCH SEAT, MID BACK, W/STORAGE BOX
PASSENGER SEAT	BENCH SEAT SUPPORT, INTEGRATED STORAGE BOX
PASSENGER SEAT UPHOLSTERY	VINYL
HEADLAMPS	HALOGEN
DOOR/WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS
CHASSIS	MEDIUM DUTY, CLASS 7 W/6.7L, (MAX 33,000LBS GVWR)
OPERATING CLASS	OPERATING CLASS 7; 33,000LB GVWR
ENGINE MOTOR	CUMMINS 300HP@2600RPM (GOV) 660 LB-FT, US20
TRANSMISSION	3000 RDS 6-SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION
TRANSMISSION AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE
ENGINE BRAKE TYPE	VGT TURBO EXHAUST BRAKE
BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH
STARTER MOTOR	12-VOLT MELCO STARTER
FRONT AXLE	12,000LB MERITOR MFS+
MIRRORS-EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, BLACK

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: October 21, 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 Empire Truck Sales LLC for 2027 Freightliner M2-106 extended cab truck with a forestry chip-body for Urban Forestry.

Amount of Contract:
$135,110.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251002 Empire Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Empire Truck Sales LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Empire Truck Sales LLC for 2027 Freightliner M2-106 extended cab truck with a forestry chip-body for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $135,110.00

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 5991

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
Low bid did not meet chassis spec; 3rd low bid awarded on local vendor preference.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26202	2025	(F7000) MOTOR POOL	2027 FREIGHTLINER M2-106 EXTENDED CAB TRUCK WITH FORESTRY CHIP-BODY FOR URBAN FORESTRY (SEALED BID 5991)	$135,110.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FORESTRY TRUCK WITH DUMPING CHIPPER BODY AS FOLLOWS: CHASSIS SPECIFICATIONS:EXTENDED CAB;SET BACK AXLE; 4x2 DRIVE TRAIN; EXTENDED CAB; 120 IN CA; 26,000LB GVWR;12,000LB FAWR; 21,000LB RAWR; CUMMINS B6.7 ENGINE. UNIT/BODY SPECIFICATIONS AS FOLLOWS: HYDRAULIC OIL, HVI-22 (STANDARD);NO PUMP; STANDARD PTO/TRANSMISSION FUNCTIONALITY FOR NON-ALLISON AUTOMATIC TRANSMISSIONS; CHIP DUMP BODY 17.0 CUBIC YARD CAPACITY W/LADDER BOX AND TAILGATE;LONGITUDINAL BOX; SET OF SAFETY CHAIN D-RINGS; TOW HITCH ; UNDERRIDE PROTECTION; EYEBOLT FOR TRAILER BREAKAWAY CABLE, 3/8 INCH; DRIVEAWAY SAFETY KIT; MUD FLAPS (PAIR);5LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T); COMPLETE LED FMVSS LIGHTING PACKAGE;4-CORNER STROBES, AMBER, LED, TWO (2) SURFACE MOUNTED LIGHTS IN GRILLE, TWO (2) ROUND LIGHTS AT REAR, CLASS II (PERMIT MAY BE REQUIRED); SINGLE TONE BACKUP ALARM, INSTALLED BETWEEN THE CHASSIS FRAME RAILS AT THE REAR OF THE	1.00 EACH	135110.00000	135110.00

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

CHASSIS. TO WORK IN CONJUNCTION WITH CHASSIS REVERSE DRIVE SYSTEM; TRAILER RECEPTACLE, 6-WAY (PIN TYPE);STANDARD TRAILER PLUG WIRING;TRAILER BRAKE CONTROLLER; UPFITTER SWITCHES, FORD (SUPPLIED W/CHASSIS); STANDARD WARRANTY:ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL VENDOR TO PROVIDE 2027 FREIGHTLINER M2-106 PLUS WITH A TREE=PRO CHIP BODY AND BUYER'S PRODUCTS TOOL COMPARTMENTS . VENDOR SHOULD GET WITH USER DEPARTMENTS PRIOR TO PRODUCTION TO BE SURE CONFIGYRATION IS COMLIANT WITH SPECIFICATIONS. AS PER CITY OF MOBILE BID #5991 AND YOUR QUOTE

Additional Description Notes

F750 SPLIT DUMP TRUCK AS FOLLOWS:

CHASSIS SPECIFICATIONS: FORD F750;SET BACK AXLE; 4x2 DRIVE TRAIN;EXTENDED CAB; 120 IN CA; 26,000LB GVWR;12,000LB FAWR; 21,000LB RAWR; FORD 6.7L POWER STROKE DIESEL

UNIT/BODY SPECIFICATIONS AS FOLLOWS: HYDRAULIC OIL, HVI-22 (STANDARD);NO PUMP; STANDARD ALTEC PTO/TRANSMISSION FUNCTIONALITY FOR NON-ALLISON AUTOMATIC TRANSMISSIONS; CHIP DUMP BODY 17.0 CUBIC YARD CAPACITY W/LADDER BOX AND TAILGATE;LONGITUDINAL BOX; SET OF SAFETY CHAIN D-RINGS; TOW HITCH

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	OPTION 1; UNDERRIDE PROTECTION; EYEBOLT FOR TRAILER BREAKAWAY CABLE, 3/8 INCH; DRIVEAWAY SAFETY KIT; MUD FLAPS WITH ALTEC LOGO (PAIR);5LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T); COMPLETE LED FMVSS LIGHTING PACKAGE;4-CORNER STROBES, AMBER, LED, TWO (2) SURFACE MOUNTED LIGHTS IN GRILLE, TWO (2) ROUND LIGHTS AT REAR, CLASS II (PERMIT MAY BE REQUIRED); SINGLE TONE BACKUP ALARM, INSTALLED BETWEEN THE CHASSIS FRAME RAILS AT THE REAR OF THE CHASSIS. TO WORK IN CONJUNCTION WITH CHASSIS REVERSE DRIVE SYSTEM; TRAILER RECEPTACLE, 6-WAY (PIN TYPE);ALTEC STANDARD TRAILER PLUG WIRING;TRAILER BRAKE CONTROLLER; UPFITTER SWITCHES, FORD (SUPPLIED W/CHASSIS); STANDARD ALTEC WARRANTY:ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL			
	AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			135110.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 135110.00

Bill To	Requisition 00026202-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: ADAM LYNN
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	AGEET@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/25	055656				MOTOR POOL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	135110.00	897697.67
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/20/25	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	06/20/25	SHONNDA SMITH	Auto approved by: 910518787
Approved	06/20/25	CHERI BOUCHER	
Approved	10/01/25	MATTHEW ANDERSON	
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	10/02/25	DONALD ROSE	Auto approved by: 9105paij
Approved	10/02/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/02/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	10/02/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	10/02/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	10/02/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5991
TRUCK WITH FORESTRY CHIPPER BOX

VENDOR	Gulf Coast Truck Equipment	Altec	Empire Truck	Truck Equipment Sales
TRUCK	Mack MD6	Ford F750	Freightliner M2 106 Plus	International MV6075BA
BODY	Tree Pro 14' Body	Altec AF1360	Tree Pro 14' Body	Knapheide KFBS-1266
DELIVERY	120 Days	60 Days	120 Days	120-150 Days
PRICE	$118,279.92	$133,138.00	$135,110.00	$135,634.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5991	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, September 26, 2025**

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRUCK WITH FORESTRY CHIPPER BOX** 2025 or Newer Truck Chassis with Forestry Chipper Box as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) truck with forestry chipper box. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

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BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

TRUCK WITH CHIPPER BODY AND TOOL COMPARTMENT AS FOLLOWS:

SET BACK FRONT AXLE

4x2 DRIVE TRAIN

EXTENDED CAB

120 IN CA

26,000 LB GVWR

12,000LB FAWR

21,000 LB RAWR

6.4L DIESEL

AUTOMATIC TRANSMISSION

12 VOLT ELECTRICAL SYSTEM

ALTERNATOR TO BE NO LESS THAN 120 AMP

HYDRAULIC OIL STORAGE, HVI-22; NO PUMP

PTO/TRANSMISSION FUNCTIONALITY AUTOMATIC TRANSMISSIONS

CHIP DUMP BODY 17.0 CUBIC YARD CAPACITY W/LADDER BOX AND TAILGATE

MID-BODY TOOL COMPARTMENT TO BE PROVIDED WITH SHELVING LONGITUDINAL BOX

SET OF SAFETY CHAIN D-RINGS

PINTLE HITCH

EYEBOLT FOR TRAILER BREAKAWAY CABLE, 3/8 INCH

DRIVEWAY SAFETY KIT

MUD FLAPS (PAIR)

5LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T)

COMPLETE LED FMVSS LIGHTING PACKAGE, 4 CORNER STROBES, AMBER, LED

TWO (2) SURFACE MOUNTED LED LIGHTS IN GRILLE

TWO (2) ROUND LIGHTS AT REAR

SINGLE TONE BACKUP ALARM

TRAILER RECEPTACLE, 6-WAY (PIN TYPE) STANDARD TRAILER PLUG WIRING

TRAILER BRAKE CONTROLLER

UPFITTER SWITCHES IN CAB

WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR

NINETY (90) DAYS TRAVEL

LIFETIME STRUCTURAL WARRANTY

CHASSIS AND BODY COLOR TO BE WHITE

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: October 21, 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 Limbaugh Motors Inc for six 2025 or newer Toyota Camry LE sedans for Motor Pool.

Amount of Contract:
$175,635.06

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Limbaugh Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Limbaugh Motors Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Limbaugh Motors Inc for six 2025 or newer Toyota Camry LE sedans for Motor Pool.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $175,635.06

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor 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, purchase orders 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
28401	2025	(F7000) MOTOR POOL	SIX 2025 OR NEWER TOYOTA CAMRY LE SEDANS FOR MOTOR POOL (AL STATE CONTRACT)	$175,635.06	(299999) LIMBAUGH MOTORS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00028401-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
LIMBAUGH MOTORS INC	MOTOR POOL - ATTN: ADAM LYNN
2200 AVENUE T	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35094	AGEET@CITYOFMOBILE.ORG
Tel#2057800500	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	299999				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER TOYOTA CAMRY LE VENDOR TO PROVIDE 2025 CAMRY LE WHITE IN COLOR. AS PER STATE OF ALABAMA CONTRACT MA24000004933 AND YOUR QUOTE Additional Description Notes --- 2025 OR NEWER TOYOTA CAMRY HYBRID LE AS REQUESTED BY 7000-MOTOR POOL	6.00 EACH	28748.51000	172491.06
	1 1000.40.20.2070.2070.2070.0000.0000.45040.			172491.06
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	6.00 EACH	524.00000	3144.00
	Vendor Item Inventory Item/Loc 14009			

Bill To	Requisition 00028401-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LIMBAUGH MOTORS INC	MOTOR POOL - ATTN: ADAM LYNN
2200 AVENUE T	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35094	AGEET@CITYOFMOBILE.ORG
Tel#2057800500	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	299999				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2070.2070.0000.0000.45040.			3144.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 175635.06

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	175635.06	54996.73
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	08/01/25	MATTHEW ANDERSON	
Approved	08/01/25	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00028401-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
LIMBAUGH MOTORS INC	MOTOR POOL - ATTN: ADAM LYNN
2200 AVENUE T	770 GAYLE STREET
	MOBILE, AL 36604
BIRMINGHAM, AL 35094	AGEET@CITYOFMOBILE.ORG
Tel#2057800500	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/30/25	299999				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Toyota Vehicles-Limbaugh Toyota

Type
Master Agreement

Supplier
Limbaugh Toyota, Inc.

Contract Code
MA240000004933

Linked Solicitation
Toyota Vehicle Bid

Sourcing Number
SRC0000022567

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Brett	McDanal	bmcdanal@limbaughtoyota.com	2057800500

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/5/2024

End Date
9/4/2026

Documents

- Toyota_Vehicles-Limbaugh_Toyota_V1.pdf

Items

- State of AlabamaToyota Vehicles - Executive Summary.docx
- Toyota_Vehicle_Terms_and_Conditions.pdf

Item Name	Product Code		UOM
Toyota Camry 4 Door Sedan	2	28,748.51	Each
Toyota Rav 4	4	28,854.86	Each
Toyota Tacoma Double Cab 2WD	10	33,515.00	Each
Toyota Tacoma Double Cab 4WD	11	37,332.00	Each
Toyota Vehicle Options	16	0.00	USD
Toyota Vehicle Delivery	17	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 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 MHC Truck Leasing LLC for six 2026 Hino L7 trash shuttle trucks for Sanitation Dept

Amount of Contract:
$648,450.24

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 MHC Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 MHC Truck Leasing LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to MHC Truck Leasing LLC for six 2026 Hino L7 trash shuttle trucks for Sanitation Dept

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $648,450.24

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 5978

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

_____

_____

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
28319	2025	(F7000) MOTOR POOL	SIX 2026 HINO L7 TRASH SHUTTLE TRUCKS FOR SANITATION DEPT (SEALED BID 5978)	$648,450.24	(297661) MHC TRUCK LEASING LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00028319-00 FY 2025
ACCOUNTS PAYABLE	PO 25014782
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
MHC TRUCK LEASING LLC	MOTOR POOL - ATTN: ADAM LYNN
11120 TOMAHAWK CREEK PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
LEAWOOD, KS 66211	AGEET@CITYOFMOBILE.ORG
Tel#251-432-4621	Delivery Reference
Fax 251-438-4839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	297661				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER SHUTTLE TRUCK AS FOLLOWS: CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE VENDOR TO PROVIDE 2026 HINO L7 WITH CUMMINS 6.7 260 HP WITH WETLINE KIT AND TRAILER PACKAGE. AS PER CITY OF MOBILE BID #5978 AND YOUR QUOTE.	6.00 EACH	108075.04000	648450.24

Additional Description Notes

2025 OR NEWER SHUTTLE TRUCK AS FOLLOWS: CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE.

1 1000.40.20.2070.2090.2070.0000.0000.45040. 648450.24

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 648450.24

Bill To	Requisition 00028319-00 FY 2025
ACCOUNTS PAYABLE	PO 25014782
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
MHC TRUCK LEASING LLC	MOTOR POOL - ATTN: ADAM LYNN
11120 TOMAHAWK CREEK PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
LEAWOOD, KS 66211	AGEET@CITYOFMOBILE.ORG
Tel#251-432-4621	Delivery Reference
Fax 251-438-4839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	297661				MOTOR POOL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	648450.24	900277.94
SANITATION EXP	FLEET VEHICLES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/17/25	JOHN PAINE	GL Allocation changed
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/22/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/22/25	SHONNDA SMITH	
Approved	09/22/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/29/25	SHONNDA SMITH	
Approved	07/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/22/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/22/25	SHONNDA SMITH	
Approved	09/22/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/23/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/23/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/23/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/23/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/23/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/23/25	JOHN PAINE	

Bill To	Requisition 00028319-00 FY 2025
ACCOUNTS PAYABLE	PO 25014782
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
MHC TRUCK LEASING LLC	MOTOR POOL - ATTN: ADAM LYNN
11120 TOMAHAWK CREEK PARKWAY	770 GAYLE STREET
	MOBILE, AL 36604
LEAWOOD, KS 66211	AGEET@CITYOFMOBILE.ORG
Tel#251-432-4621	Delivery Reference
Fax 251-438-4839	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	297661				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5978
CAB CHASSIS WITH WET LINE KIT AND TRAILER PACKAGE

MHC HINO, LLC	$108,075.04
WARD INTERNATIONAL TRUCKS, LLC	$113,909.00
GULF COAST TRUCKS & EQUIPMENT CO. INC	$116,196.00
EMPIRE TRUCK SALES, LLC	$122, 752.48
RUSH TRUCK CENTER	$131,264.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/21/2025	5978	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 5, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

Appx 2-10

Current model Cab and Chassis to be provided with Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.

Year _____ Make _____

Model _____

Engine _____

Hydraulic Kit _____

Trailer Package _____

Provide literature and specifications on product bid.

Upon award, the City will purchase a minimum of two (2) Cab and Chassis with Hydraulic Wet Line Kits and Trailer Towing Packages.

Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.

City of Mobile Business License will be required.

Pricing to be firm for a three (3) month period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for two (2) additional three (3) month periods.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Current or Newer Shuttle Truck with the following MINIMUM specifications:

	Yes	No
GENERAL		
1. AXLE CONFIGURATION 4X2	____	____
2. GVWR Rating 33,000	____	____
3. DIMENSIONS: Wheelbase=152" CA=84" AF=60"	____	____
4. CHASSIS SPECIFICATIONS- Submit complete chassis specifications Sheet.	____	____
FRAME		
1. TOW HOOKS, FRONT (2) Frame Mounted	____	____
2. FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10. 125" x 3.580"X 0.312", Minimum RBM 1,700,000. Frame assembly huck bolts only. No threaded bolts. No tapered rails.	____	____
3. BUMPER, FRONT Contoured, Steel, Powder Coated	____	____
FRONT AXLE AND SUSPENSION		
1. AXLE, FRONT NON-DRIVING 12,000-lb Capacity Minimum. Meritor MFS-12-122A or equal.	____	____
2. SUSPESION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity Minimum, with Shock Absorbers.	____	____
BRAKES		
1. BRAKE SYSTEM AIR Dual System for Straight Truck Applications	____	____
2. AIR BRAKE ABS (Bendix Antilock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)	____	____

3. TRAILER CONNECTIONS Four-wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck ____ ____

4. AIR DRYER Bendix AD-IP with Heater ____ ____

5. AUTOMATIC SLACK ADJUSTERS Font and Rear ____ ____

6. NON-ASBESTOS BRAKE LININGS Front and Rear ____ ____

7. BRAKES, FRONT, AIR CAM S-Cam; 15.0'' x 4.0''; 20 Sq. In. Long Stroke Brake Chambers ____ ____

8. BRAKES, REAR, AIR CAM S-Cam; 16.5'' x 7.0'', 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake ____ ____

9. AIR COMPRESSOR 18.7 CFM ____ ____

10. AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel ____ ____

11. AIR TANK LOCATION (2) Mounted Under Battery Box, Outside left Rail, Under Cab (1) Mounted Parallel Under Left Frame Rail ____ ____

STEERING

1. STEERING COLUMN Tilting ____ ____

2. STEERING WHEEL 4-Spoke; 18'' Dia., Black ____ ____

3. STEERING GEAR Power (Sheppard M100 or equal) ____ ____

DRIVELINE

1. DRIVELINE SYSTEM Dana Spicer 1710 or equal, for 4x2 Axle Configuration ____ ____

EXHAUST SYSTEM

1. EXHAUST SYSTEM Single, Horizontal After treatment Device, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe ____ ____

ELECTRICAL SYSTEMS

1. ELECTRICAL SYSTEM 12-Volt, Standard equipment to include: Data Link Connector for vehicle programming and diagnostics, Integral headlight Dimmer Switch with Turn Lever, Integral Parking Light with Front Turn Signal and Rear Tail Light, Electric Key Operated Starter Switch, Dual Combination Stop, Turn Tail and Back Up Lights with Reflector, Self-Cancelling Turn Signal Switch with Lane Change Feature, Flush Mounted Front Turn Signals including Reflectors and Auxiliary Side Turn Signals, Solid State Flashers. All lighting can be LED ____ ____
2. ALTERNATOR Brush Type; 12 volt Minimum 160 Amp. Capacity, Pad Mount, with Remote Voltage Sensor ____ ____
3. BATTERY BOX Steel, with Plastic Cover, 2-3 Battery Capacity, Mounted Left Side Under Cab ____ ____
4. BATTERY SYSTEM Maintain-Free, (2) 12-Volt 1320CCA Total Minimum, Top Threaded Stud ____ ____
5. BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket ____ ____
6. CIRCUIT BREAKERS Manuel- Rest (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses ____ ____
7. RADIO AM/FM/WB/Clock/ 3.5MM Auxiliary Input ____ ____
8. Speakers (2) 6.5'' Dual Cone Mounted in Doors ____ ____
9. HORN, ELECTRIC Disc Style ____ ____
10. HORN, AIR Black, Single, Trumpet, With Lanyard Pull Cord ____ ____
11. HEADLIGHTS LED, Composite Aero Design ____ ____
12. STARTING MOTOR 12-Voly, with Soft-Start ____ ____

FRONT END

1. GRILLE Stationary Chrome ____ ____
2. FRONT END Tilting, Fiberglass, with Three Piece Construction ____ ____

PAINT & KEYS

1. PAINT SCHEMATIC, Single Color, White ____ ____
2. PAINT TYPE: Base Coat/Clear Coat, To protect paint from fading and minor Scratches ____ ____
3. KEYS-Door and Ignition keys should be the same. Provide 4 fully functional keys per truck. ____ ____

ENGINE

1. ENGINE, DIESEL, **(6.7 Cummins Only)** In-Six Cylinder Only, Minimum260HP @2400 RPM,
   Minimum 660 lb.-ft Torque @1600 ____ ____
2. RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sq. In Louvered, with 313 Sq. In Charge Air Cooler with In-Tank Transmission Cooler ____ ____
3. FAN DRIVE Viscous Type, Screw On ____ ____
4. AIR CLEANER with Service Protection Element ____ ____
5. ANTI-FREEZE Red, Extended Lift Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection ____ ____
6. FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2020 ____ ____
7. THROTTLE, HAND CONTROL Engine Speed Control for PTO: Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel ____ ____

8. ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control ____ ____

TRANSMISSION

1. TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5TH Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway ____ ____

2. TRANIMISSION SHIFT CONTROL: Column Mounted Stalk Shifter or equal ____ ____

3. TRANSMISSION OIL Synthetic ____ ____

4. ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction ____ ____

5. SHIFT CONTROL PARAMETERS Allison 3000 Series Transmissions, 5th Generation Controls, Performance Programming ____ ____

6. NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at stop; Remains in Neutral Until Service Brake is Released ____ ____

7. PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission ____ ____

REAR AXLE AND SUSPENSION

1. AXLE, REAR, SINGLE (Dana Spicer S140 or equal) Single Reduction, 21,000-lb Capacity 190 Wheel Ends. Gear Ration TBD. ____ ____

2. SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs ____ ____

FUEL SYSTEM & TANKS

1. FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16'' Tank Depth, 50 US Gallon Capacity, Mounted Right Side, Under Cab ____ ____

2. DEF TANK 7 US Gallon Capacity, Frame Mounted Outside Left Rail, Under Cab ____ ____

3. 3. FUEL /WATER SEPERATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor. Engine mount preferred. ____ ____

CAB

1. CAB Conventional, Day Cab. Galvanized steel construction. ____ ____

2. AIR CONDITIONER with Integral Heater & Defroster. ____ ____

3. GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, For Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display ____ ____

4. INSTRUMENT PANEL CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster ____ ____

5. SEAT, DRIVER, (National 2000 or equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust ____ ____

6. SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment ____ ____

7. SEAT BELTS, High Visibility Orange ____ ____

8. MIRRORS (2) C-Loop, Power Adjustable, Heated, Back Black Heads, Brackets and Arms, 7.5" x 14." Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width ____ ____

9. MIRRORS, CONVEX HOOD MOUNTED (2) Right and Left Sides, Black 7.5" Sq. ____ ____

10. CAB INTERIOR TRIM Classic, for Day Cab ____ ____

11. CAR REAR SUSPENSION Rubber Suspension, for Low Cab Height ____ ____

12. WINDOW, POWER (2) and Power Door Locks, Left and Right Doors. Includes express down feature. ____ ____

13. ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door ____ ____

WHEELS & TIRES

1. WHEELS, FRONT DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2- Hand Hole, 10- Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, With Steel Hubs ____ ____

2. TIRE, FRONT 11R22.5 Load Range G< 75 MPH, Continental ECO Plus HS3 or equal ____ ____

3. Front Wheel Bearings Oil Lubricated ILO Standard. Stemco Voyager or Equal ____ ____

4. WHEELS, REAR DUAL DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2-Hand Hole, 10-Stud, 285.75mm BC, Hud-Piloted, Flanged Nut, with Steel Hubs ____ ____

5. TIRE, REAR 11R22.5 Load Range G, 75 MPH, Continental HDR2 or equal. For On-Off Road service ____ ____

TOW PACKAGE TO CONFIGURED AS

1. WETLINE KIT to include transmission mount PTO, hydraulic pump, hydraulic oil tank, Hydraulic Return filter on lines from the trailer and another filter between the tank and t the pump inlet, hydraulic relief valves, operator controls, headache rack, concrete weight Box, electrical junction box, trailer connections, safety chain two (2) D-Rings, diamond tread Fabricated rear axle wheel panel covers and mud flaps. All painted surfaces black. Horizontal red and white reflective tape on the rear wheel mud flap holders ____ ____

   Hydraulic oil tank shall be no smaller than 20 inches wide x 20 inches tall x 15 inches deep. Tank shall have quarter turn cut off valves at the outlet and inlet to the tank. These valves shall be plumbed into the tank. The valves shall be accessible from side of truck via rods with "D" Handles. ____ ____

2. PTO on/off switch must be assessable from standing outside of truck ____ ____

3. PINTLE HITCH to be SAF-Holland model/part # PH-210RD11
   NO SUBSTITUTE Hitch shall be mounted such that the center point of the hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds. ____ ____

   Vendor to supply pictures of proposed wet line kit if requested ____ ____

   CONCRETE WEIGHT BOX shall be provided empty but secured to the chassis. Box size shall be no less than 16" tall, 48" long and 23" wide. Vendor shall provide a formed lid that will fit over the concrete weight box. Lid not to be attached. City will fill the box and attach the lid Weight box shall be mounted over the center of the rear axle _ ____ ____

   TRAILER CONNECTIONS there shall be connections for air brakes and hydraulic connections for dumping trailer and operating the landing gear ____ ____

   Tow package Must be approved before manufactured and installed ____ ____

WARRANTY- Include in Bid Price- Provided documentation of coverage included with bid submittal.

1. WARRANTY Standard for Engine, Cab and Chassis ____ ____

OWNERS MANUAL – Printed and Electronic copy. ____ ____

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: October 21, 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 Parish Tractor Company LLC for Bandit Intimidator 12XC towable drum-style wood-chipper for Urban Forestry.

Amount of Contract:
$50,197.60

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Parish Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Parish Tractor Company LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Parish Tractor Company LLC for Bandit Intimidator 12XC towable drum-style wood-chipper for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $50,197.60

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 5993

How many bidders received bid packages (if applicable): 15 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26365	2025	(F7000) MOTOR POOL	BANDIT INTIMIDATOR 12XC TOWABLE DRUM -STYLE WOOD-CHIPPER FOR URBAN FORESTRY (SEALED BID 5993)	$50,197.60	((297571) PARISH TRACTOR COMPANY LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00026365-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PARISH TRACTOR COMPANY LLC	MOTOR POOL - ATTN: ADAM LYNN
22463 STATE HWY 59 S	770 GAYLE STREET
	MOBILE, AL 36604
ROBERTSDALE, AL 36567	AGEET@CITYOFMOBILE.ORG
USA	
Tel#2519474171	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	BRUSH CHIPPER AS FOLLOWS: VENDOR TO PROVIDE BANDIT MODEL 12XC BRUSH AND WOOD CHIPPER AS PER CITY OF MOBILE BID #5993 AND YOUR QUOTE	1.00 EACH	50197.60000	50197.60

Additional Description Notes

BRUSH CHIPPER AS FOLLOWS:

NEW VEMEER BC1000XL BRUSH CHIPPER;12" CAPACITY DRUM STYLE BRUSH CHIPPER INCLUDES 74 HP DEUTZ TD2.9L DIESEL ENGINE; ISOLATED ENGINE AND CUTTER HOUSING; 12"x 17" FEED OPENING; HIGH COOLANT TEMPERATURE AND LOW OIL PRESSURE AUTOMATIC SHUTDOWN; LED TRAILER LIGHTING; LIVE HYDRAULICS; HORIZONTAL FEED ROLLER; SMARTFEED; ECO IDLE; 25 GALLON FUEL TANK; LOCKABLE STEEL ENGINE SHIELDS; JACK AND INFEED TABLE WITH LOWER FEED STOP BAR; 5200 LBS TORFLEX AXLE WITH ELECTRIC BRAKES; TELESCOPING TONGUE; PINTL HITCH; BREAKAWAY SWITCH AND 6-BOLT ST235/80R16 LRE;BASIC DISCHARGE DEFLECTOR; SINGLELEYER INFEED CURTAIN AND STANDARD DISCHARGE CHUTE; MULTIFUNCTION ELECTRONIC DISPLAY AND FUEL GAUGE.

AS REQUESTED BY 2018-URBAN FORESTRY

1	1000.40.20.2070.2086.2070.0000.0000.45040.	50197.60

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Bill To	Requisition 00026365-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
PARISH TRACTOR COMPANY LLC 22463 STATE HWY 59 S ROBERTSDALE, AL 36567 USA Tel#2519474171	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 50197.60

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	50197.60	918123.94
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
CCancelled	09/30/25	JOHN PAINE	Requisition item removed chang
CCancelled	09/30/25	JOHN PAINE	Requisition item removed chang
Approved	06/24/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/24/25	SHONNDA SMITH	
Approved	06/24/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/30/25	MATTHEW ANDERSON	Automatic Forward to 9105paij
Queued	09/30/25	SHONNDA SMITH	Automatic Forward to 9105paij
Queued	09/30/25	CHERI BOUCHER	Automatic Forward to 9105paij
Pending		MATTHEW ANDERSON	Automatic Forward to 9105paij
Pending		SHONNDA SMITH	Automatic Forward to 9105paij
Pending		CHERI BOUCHER	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij

Bill To	Requisition 00026365-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
PARISH TRACTOR COMPANY LLC	MOTOR POOL - ATTN: ADAM LYNN
22463 STATE HWY 59 S	770 GAYLE STREET
	MOBILE, AL 36604
ROBERTSDALE, AL 36567	AGEET@CITYOFMOBILE.ORG
USA	
Tel#2519474171	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/25	297571				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	STEVEN KRONINGER		Automatic Forward to 9105paij	
	Pending	SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Pending	ANNE FOLEY		Automatic Forward to 9105paij	
	Pending	JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5993
TRAILER MOUNTED BRUSH AND WOOD CHIPPER

VENDOR	PARISH TRACTOR	VERMEER
BRAND	Bandit 12XL	Vermeer BC1000XL
PRICE	$50,197.60	$59,382.32
DELIVERY	180 Days	30 Days

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5993	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**TRAILER MOUNTED BRUSH AND WOOD CHIPPER** 2025 or Newer Trailer Mounted Brush and Wood Chipper as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) trailer mounted brush and wood chipper. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. A cone of silence is in effect on this bid. Do NOT contact City Employees with questions. All questions must be emailed to purchasing@cityofmobile.org.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

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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.

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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.

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BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

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State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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.

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				Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

TRAILER MOUNTED BRUSH AND WOOD CHIPPER

12" CAPACITY DRUM STYLE BRUSH CHIPPER

2.7l DIESEL ENGINE, 4 CYLINDER, LIQUID COOLED ECO IDLE

25 GALLON FUEL TANK

LOCKABLE STEEL ENGINE SHIELDS

ISOLATED ENGINE AND CUTTER HOUSING

LIVE HYDRAULIC

MULTIFUNCTION ELECTRONIC DISPLAY AND FUEL GAUGE

HIGH COOLANT TEMPERATURE AND LOW OIL PRESSURE AUTOMATIC SHUTDOWN

5200 LBS TORFLEX AXLE WITH ELECTRIC BRAKES

TELESCOPING TONGUE

PINTLE HITCH

BREAKAWAY SWITCH

6-BOLT RIMS WITH ST235/80/R16 LRE TIRES OR EQUAL

LED TRAILER LIGHTING

12"CAPACITY DRUM STYLE BRUSH CHIPPER

12"x17" FEED OPENING

HORIZONTAL FEED ROLLER

JACK AND INFEED TABLE WITH LOWER FEED STOP BAR

DISCHARGE CHUTE WITH DEFLECTOR

SINGLE LAYER INFEED CURTAIN

PROVIDE OPERATOR MANUALS AND MAINTENANCE AND PARTS MANUALS

MIMUNUM 2 YEAR WARRANTY

INCLUDE A 500 HOUR MANUFACTURERS SERVICE OF UNIT

DISCHARGE DEFLECTOR; SINGLE LAYER INFEED CURTAIN AND STANDARD DISCHARGE CHUTE

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: October 21, 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 Parish Tractor Company LLC for Bandit SG-75 track-mounted self-propelled stump grinder with remote control for Urban Forestry.

Amount of Contract:
$75,561.20

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Parish2 Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Parish Tractor Company LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Parish Tractor Company LLC for Bandit SG-75 track-mounted self-propelled stump grinder with remote control for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $75,561.20

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 5998

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26466	2025	(F7000) MOTOR POOL	BANDIT SG-75 TRACK-MOUNTED SELF-PROPELLED STUMP GRINDER WITH REMOTE CONTROL FOR URBAN FORESTRY (SEALED BID 5998)	$75,561.20	(297571) PARISH TRACTOR COMPANY LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00026466-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
PARISH TRACTOR COMPANY LLC	MOTOR POOL - ATTN: ADAM LYNN
22463 STATE HWY 59 S	770 GAYLE STREET
	MOBILE, AL 36604
ROBERTSDALE, AL 36567	AGEET@CITYOFMOBILE.ORG
USA	
Tel#2519474171	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	STUMP GRINDER WITH REMOTE CONTROL AS FOLLOWS: VENDOR TO PROVIDE BANDIT SG-75 AS PER CITY OF MOBILE BID #5998 AND YOUR QUOTE Additional Description Notes --- STUMP GRINDER AS FOLLOWS: VEMEER SC70TX STUMP CUTTER W/REMOTE CONTROL SC70TX11VP-VALUE PACKAGE W/JOYSTICK CAT T4F RUBBER TRACKED, SELF PROPELLED STUMP CUTTER W/OPERATOR PRESENCE SYSTEM; ELECTRIC OVER HYDRAULIC JOYSTICK CONTROLS W/SWING-OUT CONTROL STATION; SMARTSWEEP; RUBBER CURTAINS;TOOL COMPARTMENT; VERMEER CUTTING SYSTEM; CAT C2.2 67HP TIER 4F/STAGE V ENGINE AS REQUESTED BY 2018-URBAN FORESTRY	1.00 EACH	75561.20000	75561.20
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			75561.20

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

Bill To	Requisition 00026466-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
PARISH TRACTOR COMPANY LLC	MOTOR POOL - ATTN: ADAM LYNN
22463 STATE HWY 59 S	770 GAYLE STREET
	MOBILE, AL 36604
ROBERTSDALE, AL 36567	AGEET@CITYOFMOBILE.ORG
USA	
Tel#2519474171	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	297571				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 75561.20

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	75561.20	25332.58

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	75561.20	918123.94

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	06/25/25	SHONNDA SMITH	
Approved	06/25/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/26/25	BRENDA RHODES	
Approved	06/26/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/26/25	RELYA MALLORY	Auto approved by: 910511034
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/29/25	SHONNDA SMITH	Automatic Forward to 9105paij
Queued	09/29/25	CHERI BOUCHER	Automatic Forward to 9105paij
Pending		BRENDA RHODES	Automatic Forward to 9105paij
Pending		TIFFANY HOLLINS	Automatic Forward to 9105paij
Pending		RELYA MALLORY	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij

Bill To	Requisition 00026466-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
PARISH TRACTOR COMPANY LLC 22463 STATE HWY 59 S ROBERTSDALE, AL 36567 USA Tel#2519474171	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	297571				MOTOR POOL

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	STEVEN KRONINGER		Automatic Forward to 9105paij	
	Pending	SAMANTHA COOLEY		Automatic Forward to 9105paij	
	Pending	ANNE FOLEY		Automatic Forward to 9105paij	
	Pending	JOHN PAINE		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5998
TRACKED STUMP GRINDER WITH REMOTE CONTROL

VENDOR	**Parish Tractor**	**Vermeer**
BRAND	Bandit SG-75	Vermeer SC70TX
DELIVERY	100 Days	30 Days
PRICE	$75,561.20	$88,632.88

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

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1 ea.	**TRACKED STUMP GRINDER WITH REMOTE CONTROL** 2025 or Newer Tracked Stump Grinder with Remote Control as per the following and attached specifications. Make_____ Model_____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) tracked stump grinder with remote control. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training, and four (4) hours training for City crews to maintain the grinder. Include cost of the title application in your price.					
			TOTAL			

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Phone Number _____

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By _____

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BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing to be firm for a three (3) month period following award. **TO BE AWARDED ALL OR NONE.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

STUMP CUTTER WITH REMOTE CONTROL

RUBBER TRACKED

SELF PROPELLED STUMP CUTTER W/OPERATOR PRESENCE SYSTEM

LENGTH: 130 IN. MINIMUM

WIDTH: 48 IN.

HEIGHT: NO MORE THAN 75"

WEIGHT: 3900 LBS (1769 KG)

ELECTRIC OVER HYDRAULIC JOYSTICK CONTROLS

SWING-OUT CONTROL STATION

OPERATOR VISION SHIELD DESCRIPTION: ABRASION-RESISTANT COATED POLYCARBONATE

CUTTER WHEEL DIAMETER WITHOUT TEETH: APPX. 22"

CUTTER WHEEL CUT ABOVE GROUND: 27 IN.

CUTTER WHEEL CUT BELOW GROUND: 16 IN.

CUTTER WHEEL GUARD

CHIP CONTAINMENT: 23 CU.FT.

CONTROLLER: REMOTE, HAND-HELD, WIRELESS

RUBBER CURTAINS

TOOL COMPARTMENT

CAT OR EQUAL DIESEL ENGINE, MINIMUM 60 HP ENGINE

VENDOR TO PROVIDE A MIMINUM OF 8 OURS TRAING ON USE OF MACHINE AND MIMINUM OF 4 HOURS TRAINING FOR CITY GARAGE STAFF TO MAINTAIN UNIT.

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: October 21, 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 Port City Trailers, Inc. for three Econoline 20-ton tandem axle tilt trailers for Public Services.

Amount of Contract:
$108,401.10

Funding Source
Capital - Public Services Capital Equipment

ATTACHMENTS:
1. 20251001 Port Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Port City Trailers, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Port City Trailers, Inc. for three Econoline 20-ton tandem axle tilt trailers for Public Services.
Capital Public Services Capital Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $108,401.10

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 6001

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
Lower bids did not meet specifications.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26847	2025	(F7000) MOTOR POOL	THREE ECONOLINE 20-TON TANDEM-AXLE TRAILERS FOR PUBLIC SERVICES (SEALED BID 6001)	$108,401.10	(165626) PORT CITY TRAILERS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
PORT CITY TRAILERS INC 299 N SCHILLINGER RD MOBILE, AL 36608 Tel#251-633-2074	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ECONOLINE 20 TON CAPACITY TANDEM TILT TRAILER AS FOLLOWS: AXLES-(2) 22,500 LB. AXLES W/OIL BATH BEARINGS BED TYPE-TILT W/ONE SINGLE SPEED JACK BED LENGTH-30' TILT BED (STANDARD) OR 25'TILT PLUS 5'STATIONARY BED WIDTH-102" W/RUB RAIL STAKE POCKETS BED HEIGHT-40" FROM GROUND LEVEL (APPROX) 14 DEGREE TILT (APPROX) CAPACITY-52,000 LB GVWR TRAILER WEIGHT-11,400 LB. (APPROX) BRAKES-12 1/4" x 7 1/2" AIR BRAKES TIRES-235 75R 17.5 RADIALS COUPLER-3" ID PINTLE SAFETY CHAINS-1/2" W/SAFETY LATCH HOOKS JACK-12K DROP LEG JACK TONGUE-BUILT-IN W/FRAME FRAME-12"C x 25LBS. CROSS MEMBERS-4" CHANNEL AXLES-TWO 22,500# AXLES, AIR BRAKE SUSPENSION- HUTCH 9700 WHEEL-6.75 x 17.5, 8 LUG FLOOR-2" NOMINAL OAK LIGHTS-LED D.O.T STOP, TAIL, TURN CLEARANCE FINISH PREP-STEEL IS CLEANED TO ENSURE SMOOTH FINISH FINISH-SUPERIOR QUALITY PAINT IS APPLIED FOR A HIGHLY PROTECTIVE FINISH VENDOR TO PROVIDE ECONOLINE MODEL DP2430TA AS PER CITY OF MOBILE	3.00 EACH	35408.70000	106226.10

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	BID #6001 AND YOUR QUOTE Additional Description Notes --- ECONOLINE 24-TON 102" x 30' TANDEM TILT TRAILER AS FOLLOWS: AXLES-(2) 22,500 LB. AXLES W/OIL BATH BEARINGS BED TYPE-TILT W/ONE SINGLE SPEED JACK BED LENGTH-30' TILT BED (STANDARD) OR 25'TILT PLUS 5'STATIONARY BED WIDTH-102" W/RUB RAIL STAKE POCKETS BED HEIGHT-40" FROM GROUND LEVEL (APPROX) 14 DEGREE TILT (APPROX) CAPACITY-52,000 LB GVWR TRAILER WEIGHT-11,400 LB. (APPROX) BRAKES-12 1/4" x 7 1/2" AIR BRAKES TIRES-235 75R 17.5 RADIALS COUPLER-3" ID PINTLE SAFETY CHAINS-1/2" W/SAFETY LATCH HOOKS JACK-12K DROP LEG JACK TONGUE-BUILT-IN W/FRAME FRAME- 12"C x 25LBS. CROSS MEMBERS-4" CHANNEL AXLES-TWO 22,500# AXLES, AIR BRAKE SUSPENSION- HUTCH 9700 WHEEL-6.75 x 17.5, 8 LUG FLOOR-2" NOMINAL OAK LIGHTS-LED D.O.T STOP, TAIL, TURN CLEARANCE FINISH PREP-STEEL IS CLEANED TO ENSURE SMOOTH FINISH FINISH-SUPERIOR QUALITY PAINT IS APPLIED FOR A HIGHLY PROTECTIVE FINISH AS REQUESTED BY 2086-PSM			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
PORT CITY TRAILERS INC 299 N SCHILLINGER RD MOBILE, AL 36608 Tel#251-633-2074	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	E E0154 .CAPEQUIPMT. .			106226.10
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	3.00 EACH	725.00000	2175.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			2175.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To			

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 108401.10

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	108401.10	22879.58

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	108401.10	39601.17

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	07/02/25	SHONNDA SMITH	
Approved	07/02/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/01/25	SHONNDA SMITH	
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/03/25	BRENDA RHODES	
Approved	07/03/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/03/25	RELYA MALLORY	Auto approved by: 910511034
Approved	10/01/25	BRENDA RHODES	
Approved	10/01/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/01/25	RELYA MALLORY	Auto approved by: 910511034
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij

Bill To	Requisition 00026847-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
PORT CITY TRAILERS INC	MOTOR POOL - ATTN: ADAM LYNN
299 N SCHILLINGER RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	AGEET@CITYOFMOBILE.ORG
Tel#251-633-2074	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	165626				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6001
24-TON TANDEM TILT TRAILER

VENDOR	ARIA CONTRACTING SALES & SERVICE	CERTIFIED STAINLESS SERVICE	PORT CITY TRAILER	PHOENIX CONTRACTING
BRAND	Behnke FB8X30TPT-40L	Interstate 40TDL	Econoline DP2430TA	Econoline DP2430TA
DELIVERY	110 Days	160 Days	6 Weeks	45 Days
PRICE	$32,873.00	$35,236.00	$35,408.70	$39,949.00

ADDENDUM 2

September 23, 2025

RE: CITY OF MOBILE BID #6001 FOR 24-TON TANDEM TILT TRAILER

Please consider this to be Addendum to City of Mobile Bid #6001 for 24-Ton Tandem Tilt Trailer.

Change title of bid

FROM
24-Ton Tandem Tilt Trailer
TO
52,000-GVWR or greater, 30-FT Tandem Tilt Trailer

ADD
Minimum Load Capacity of 40,600 lbs.

DELETE
(Standard) or 25' Tilt Plus 5' Stationary

DELETE
Capacity 52,000-LB GVWR

REPLACE WITH
Minimum Load Capacity of 40,600-LB, not including weight of trailer.

DELETE
Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/lw

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	6001	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**24-TON TANDEM TILT TRAILER** 24-Ton Tandem Axle Tilt Trailer as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) 24-Ton Tandem Tilt Trailer. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State,

nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3					
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
	If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
	Pricing to be firm for a three (3) month period following award.					
	TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

24-TON 102" x 30' TANDEM TILT TRAILER AS FOLLOWS:

AXLES-(2) 22,500 LB. AXLES W/OIL BATH BEARINGS

BED TYPE-TILT W/ONE SINGLE SPEED JACK

BED LENGTH-30' TILT BED (STANDARD) OR 25'TILT PLUS 5'STATIONARY

BED WIDTH-102" W/RUB RAIL STAKE POCKETS

BED HEIGHT-40" FROM GROUND LEVEL (APPROX) 14 DEGREE TILT (APPROX)

CAPACITY-52,000 LB GVWR

TRAILER WEIGHT-11,400 LB. (APPROX)

BRAKES-12 1/4" x 7 1/2" AIR BRAKES

TIRES-235 75R 17.5 RADIALS

COUPLER-3" ID PINTLE

SAFETY CHAINS-1/2" W/SAFETY LATCH HOOKS

JACK-12K DROP LEG JACK

TONGUE-BUILT-IN W/FRAME

FRAME- 12"C x 25LBS.

CROSS MEMBERS-4" CHANNEL

AXLES-TWO 22,500# AXLES, AIR BRAKE

SUSPENSION- HUTCH 9700

WHEEL-6.75 x 17.5, 8 LUG

FLOOR-2" NOMINAL OAK

LIGHTS-LED D.O.T STOP, TAIL, TURN CLEARANCE

FINISH PREP-STEEL IS CLEANED TO ENSURE SMOOTH FINISH

FINISH-SUPERIOR QUALITY PAINT IS APPLIED FOR A HIGHLY PROTECTIVE FINISH

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: October 21, 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 Sansom Equipment Inc for four Ramer 3500 knuckle boom trash loaders for Sanitation Dept.

Amount of Contract:
$939,476.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250930 Sansom Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Inc for four Ramer 3500 knuckle boom trash loaders for Sanitation Dept.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $939,476.00

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 6003

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

Low bid had delayed delivery timeframe. Awarded for this purchase to 2nd low bid with more timely delivery.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
27334	2025	(F7000) MOTOR POOL	FOUR RAMER 3500 KNUCKLE BOOM TRASH LOADERS FOR SANITATION DEPT (SEALED BID 6003)	$939,476.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00027334-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	RAMER 3500 KNUCKLE BOOM SHUTTLE TRASH LDR AS FOLLOWS: RAMER MODEL 3500 SHUTTLE TRASH LOADER OPEN OPERATOR SEAT 18 FT STRAIGHT BOOM W/CONTINOUS ROTATION BUCKET JOYSTICK CONTROLS HYDRAULIC OIL COOLER SINGLE HYDRAULIC PUMP PHYDRAULIC SYSTEM SHUT OFF VALVE EXTENDING OUTRIGGERS STROBE LIGHTS-MOUNT ON CAB PROTECTOR W/GUARDS WORK LIGHTS ON BOOM AND UNDER OPERATOR PLATFORM AIR BRAKE TRAILER TOW PACKAGE 90K PINTL HITCH VENDOR TO PROVIDE UNIT ON 2025 FREIGHTLINER M2-106 CHASSIS WITH RAMER 3500B LOADER AND RAMER TRAILER AND WETLINE KIT	4.00 EACH	234869.00000	939476.00

Additional Description Notes

RAMER 3500 KNUCKLE BOOM SHUTTLE TRASH LDR AS FOLLOWS:

RAMER MODEL 3500 SHUTTLE TRASH LOADER
OPEN OPERATOR SEAT
18 FT STRAIGHT BOOM W/CONTINOUS ROTATION BUCKET
JOYSTICK CONTROLS
HYDRAULIC OIL COOLER
SINGLE HYDRAULIC PUMP
PHYDRAULIC SYSTEM SHUT OFF VALVE
EXTENDING OUTRIGGERS
STROBE LIGHTS-MOUNT ON CAB PROTECTOR W/GUARDS

Bill To	Requisition 00027334-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	WORK LIGHTS ON BOOM AND UNDER OPERATOR PLATFORM			
	AIR BRAKE TRAILER TOW PACKAGE			
	90K PINTL HITCH			
	CHASSIS			
	FREIGHT			
	AS REQUESTED BY 2090-SANITATION			
1	1000.40.20.2070.2090.2070.0000.0000.45040.			939476.00
	Ship To			
	MOTOR POOL - ATTN: ADAM LYNN			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MOTOR POOL - ATTN: ADAM LYNN			
	770 GAYLE STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 939476.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.		
	939476.00	27859.81
SANITATION EXP FLEET VEHICLES		

Bill To	Requisition 00027334-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	07/14/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/14/25	SHONNDA SMITH	
Approved	07/14/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/14/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	07/14/25	SHONNDA SMITH	
Approved	07/14/25	CHERI BOUCHER	Auto approved by: 910518244
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	09/30/25	MATTHEW ANDERSON	Automatic Forward to 9105paij
Queued	09/30/25	SHONNDA SMITH	Automatic Forward to 9105paij
Queued	09/30/25	CHERI BOUCHER	Automatic Forward to 9105paij
Pending		MATTHEW ANDERSON	Automatic Forward to 9105paij
Pending		SHONNDA SMITH	Automatic Forward to 9105paij
Pending		CHERI BOUCHER	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij
Pending		STEVEN KRONINGER	Automatic Forward to 9105paij
Pending		SAMANTHA COOLEY	Automatic Forward to 9105paij
Pending		ANNE FOLEY	Automatic Forward to 9105paij
Pending		JOHN PAINE	Automatic Forward to 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6003
CAB & CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

VENDOR	MHC HINO	SANSOM	EMPIRE	WARD INTERNATIONAL	PERFORMANCE PETERBILT
TRUCK	Hino XL7 Cummins L9	Freightliner M2-106 Cummins ISB	Freightliner M2-106 Cummins	International MV6075BA Cummins B6.7	Peterbilt 537 Cummins PX7
LOADER	Ramer 3500B	Ramer 3500B	Petersen RL3	Petersen RL3	Petersen RL3
DELIVERY	260 Days	120-150 Days	120 Days	Chassis, November Loader, 150 Days after Receipt of Chassis	150 Days
	$231,579.40	$234,869.00	$239, 350.00	$239,987.00	$257,200.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/16/2025	6003	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 4-10	**CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE**					

Current model Cab and Chassis to be provided with Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.

Chassis
Year _____ Make _____

Model _____

Engine _____

Loader
Knuckle Boom Loader _____

Hydraulic Kit _____

Trailer Package _____

Provide literature and specifications on products bid.

Upon award, the City will purchase a minimum of four (4) Cab and Chassis with Knuckle Boom Loader, Hydraulic Wet Line Kits and Trailer Towing Packages.

Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.

NOTE:
City of Mobile will not accept any bid with a PAC-MAC brand loader quoted. All other brands will be considered.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

Delivery may be a consideration in the award of this bid.

City of Mobile Business License will be required.

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional informationmay be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any manufacturer name given is to set a level of quality of specification of what the City wants.

Vendor shall provide onsite training in use and care of the loaders—approximately 4 hours for operators and 4 hours for the mechanics at a minimum.

Pricing to be firm for a three (3) month period following the award of this bid.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CITY OF MOBILE, ALABAMA
BID #6003 SPECIFICATIONS

SHUTTLE SYSTEM KNUCKLE BOOM LOADER AND TRUCK CHASSIS

INTENT:

This specification describes a hydraulically operated knuckleboom brush and limb loader and chassis with the following minimum specifications necessary to perform the work assigned. The loader shall be capable of collecting brush, limbs, and other curbside debris and then loading the material into a receiving collection body by means of hydraulically lifting the material by a boom / grapple arrangement.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The unit must be manufactured in an ISO 9000:2000 certified facility.

WARRANTY:

Five (5) Year Loader Warranty
Five (5) Year Chassis Warranty
Five (5) Year/250,000 Mile Engine & Aftertreatment Warranty

The vendor is responsible for getting the unit to the repair dealer for warranty service while the cab chassis or body are under warranty.

TRAINING:

Vendor to provide 8-10 hours at the factory training on use and maintenance of the loader. Dealer training is not acceptable. City will travel to factory location at City's expense.

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

COMPLIANCE:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied. Bidder shall provide, with his bid package, complete body and complete chassis specification. Failure to provide these required specifications or misrepresentation of the bidder's compliance to the bid specifications will cause the bid to be deemed "non-responsive".

	YES	NO
I. LOADER		
Unit to be manufactured in an ISO 9000:2000 certified facility	☐	☐
BOOM		
Total boom length to be 20'. Boom may be extendable to 20 feet.	☐	☐
Minimum lift capacity to be 3,000 lbs. @ 18', including grapple.	☐	☐
Boom pedestal to be constructed of high strength steel providing a 3:1 safety factor.	☐	☐
All hydraulic hoses located at the operator position (boom pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.	☐	☐
Boom pivot shall be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs. moment.	☐	☐
Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾".	☐	☐
Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The boom pivot safety retaining tube shall be a minimum of 12" long and confine all hoses that pass through the pedestal/boom pivot assembly.	☐	☐
Boom rotation of 320 degrees minimum with mechanical stops for safety.	☐	☐
Stops between 320 degrees and 350 degrees.		
Boom must be able to service both sides of street in same pass.	☐	☐
Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring and planetary gear box producing 250,000 in-lbs. torque.	☐	☐
Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3:1 at the rated load capacity.	☐	☐
Main boom shall be constructed of (2) 4" x 8" high strength steel tube.	☐	☐
Tip boom shall be constructed from a 5" x 7" high strength steel tube.	☐	☐
Main boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.	☐	☐
Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.	☐	☐
The entire boom must be serviceable down to the component level (e.g., every hydraulic hose, fluid tubes, bracket, pint, etc.) Having to replace subassemblies in order to repair a component will not be acceptable.	☐	☐
All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.	☐	☐
Boom must rack behind cab, no rear racking of boom. Boom rack must have a cutaway for the boom will rest in while traveling.	☐	☐
Must have solid tread plated catwalk on open area of unit between cab and pedestal covering the frame preventing any debris from falling and lodging on the drive shaft or any components between the frame rails. Catwalk shall be solid—no open grating allowed.	☐	☐
All hydraulics must be inside pedestal tower.	☐	☐
All moving or swiveling points shall be greaseable and have grease fittings that are easily accessible.	☐	☐
All grease points that are not easy to access shall have grease lines run to allow easy accessibility.	☐	☐

	YES	NO
All moving parts of grapple bucket and grapple swivel shall be greaseable and have grease fittings.	☐	☐
An over height boom alarm shall be installed	☐	☐
OPERATOR'S STATION		
All operating functions shall be controlled from the operator station mounted on the left-hand side of the boom. The operator station must rotate with the boom assembly and have a cushioned operator seat with armrest and seat belt.	☐	☐
	☐	☐
A step made of slip resistant material is required for ease of access to the operator's position.	☐	☐
Steps shall be provided for operator access when the boom stowed in the forward rack and rear the boom is stowed in trailer. Steps must have diamond skid on top of outrigger for first step.	☐	☐
Operator controls shall be joystick type. All controls shall be clearly identified as to function.	☐	☐
All controls must be forward of the center line of the operator's bottom seat side to side. All controls shall be in front of the Operator. No controls are to be behind the centerline of the bottom of the operator's seat	☐	☐
No controls on side of seat.	☐	☐
TRASH GRAPPLE		
Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded to or be an integral part of the grapple.	☐	☐
Bucket is to be opened and closed by two (2) hydraulic cylinders with a closing force/" bite" of 3,600 lbs.	☐	☐
Bucket is to be 4' long and capable of opening to 60" between cutting edges.	☐	☐
Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.	☐	☐
Provision shall be made to store the grapple to the front of the pedestal base while the unit is being transported.	☐	☐
HYDRAULICS		
Two stage tandem pump allows for multiple function control of the loader.	☐	☐
Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.	☐	☐
Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.	☐	☐
Pressure filter to be installed in hydraulic system after pump and prior to any other hydraulic components. Pressure filter to be equipped with a condition sensor and dash mounted light. Light will remain on when filter element needs servicing.	☐	☐

	YES	NO
Quarter turn Cut-off valves shall be provided for return and suction lines for the hydraulic tank, as well as either side of the filter assemblies. There shall be "D" shaped handles accessible from the side of the vehicle. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
There shall be a filter on the return line from the wet line return line from the trailer to the hydraulic tank. There shall be a quarter turn valve with remote "D" handle between the filter and the hydraulic tank. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
EXTERNAL HYDRAULIC OIL COOLER FOR LOADER There shall be an external fan forced air hydraulic oil cooler of loader's Hydraulic oil. Fan shall be thermostatically controlled. There shall be quarter turn valve either side of the external cooler with remote access from the side of the truck with "D" handles.	☐	☐
There shall be a filter mounted between the hydraulic tank outlet and the hydraulic pump. There shall be a quarter turn valve with "D" handle controls. Employee should not have to crawl under truck to close valve.	☐	☐
Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.	☐	☐
Two operator-controlled valves located at the operator station will allow for travel (floating) of the boom in the trailer. These valves allow the main boom and swing functions "free float". These valves must incorporate safety latches. They are to be mounted in front of operator for easy access.	☐	☐
There shall be no over height boom alarm that goes off on loader when boom is raised over height provided.	☐	☐
All hoses shall be rated at 4,000 PSI working pressure.	☐	☐
Port tubing throughout the boom shall be zinc plated.	☐	☐
Control valves shall have a 20 GPM rating	☐	☐
POWER SOURCE		
Unit to be mounted on any chassis that meets the manufacturers recommended specification with a heavy-duty (hot shift) PTO and a heavy duty bi-rotational tandem hydraulic pump.	☐	☐
THROTTLE CONTROL		
Unit to have an electrically operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.	☐	☐
Throttle speed-up shall operate only when the transmission in the neutral position.	☐	☐
OUTRIGGERS		
Outrigger controls up/down levers must be side by side; in/out must be side by side. The up/down levers shall be to the front of the operator.	☐	☐
Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.	☐	☐
The outriggers are to be equipped with steel wear pads to cause minimum damage to contacted surface.	☐	☐

	YES	NO
Outriggers shall telescope horizontally in and out, and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls can be located separate from the main boom controls but located in front of operator or located in the joysticks.	☐	☐
Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.	☐	☐
Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.	☐	☐
Outrigger cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	☐	☐
Outriggers must have grease fittings on all 4 sides of each moving section.	☐	☐

LIGHTS AND REFLECTORS

Lights and reflectors shall conform to current state and federal standards.	☐	☐
There shall be single faced amble/yellow LED strobe lights facing forward and rear ward built into the Headache rack, Two facing Forward and 2 facing Rearward. Light size shall be no less than 6"x6". The headache rack LED enclosure shall be no smaller than 8"x8" inside dimensions. The enclosure shall be built of 3/8" bar metal. The enclosures shall be built into the upper left and right corners of the headache rack.	☐	☐
The LED strobe lights shall be rated Class 1.	☐	☐
Round LED, Halogen, Strobe, Rotating, or incandescent lights are not acceptable.		

PAINT

Unit shall receive one (1) coat of high-grade primer and (2) coats of high-grade enamel paint.	☐	☐
Color: White Loader/ Black platform, cylinders, grapple & outrigger	☐	☐

TOW PACKAGE

Wet line kit to include transmission mount PTO, hydraulic pump, hydraulic oil tank, hydraulic return filter on lines from the trailer and another filter between the tank and the pump inlet, hydraulic relief valves, operator controls, electrical junction box, trailer connections, safety chain, and two (2) D-rings.	☐	☐
PTO on/off switch must be accessible from standing outside of truck.	☐	☐
Pintle Hitch to be SAF-Holland mode/part #PH-210RD11. NO SUBSTITUTE. Hitch shall be mounted in such a way that the center point of hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds.	☐	☐
Vendor to supply pictures of proposed wet line kit if requested.	☐	☐

	YES	NO
Trailer connections shall include connections for lighting, air brakes, and hydraulic connections for dumping trailer and operating the landing gear.	☐	☐
Tow package must be approved before manufactured and installed.	☐	☐
PINTLE HITCH TRAILER CONNECTION		
The loader shall have a Pintle hitch connection rated no less than 90,000 pounds for shuttle trailer attachment. (To include d-ring safety chain hooks & 6-pin trailer plug.) Pintle hitch must be Holland brand part number PH-210RN11, no substitute.	☐	☐
Air brake gladhand connections for air brakes will be mounted.	☐	☐
Hydraulic "quick connect/disconnect" fittings shall be provided at the rear of the unit for hookup to the trailer dump system, and hydraulic jack stand. Controls for this function shall be located at the rear of the loader.	☐	☐
Provisions to be made for selector to provide pressure when trailer is connected	☐	☐
Diverter valve for PTO must be mounted at rear of truck for ease of access.	☐	☐
II. CHASSIS		
GENERAL		
2025 or newer/unused Conventional Chassis	☐	☐
33,000 lb. GVWR	☐	☐
FRAME & WHEELBASE		
175" Wheelbase, 107.6" CA, 120" AF	☐	☐
Single piece white painted bumper	☐	☐
RH frame mounted front tow hook	☐	☐
Single frame, 120,000 PSI, 1,933,200 RBM/rail	☐	☐
Integrated battery box in drivers sidestep	☐	☐
ENGINE		
Diesel Minimum 8 Liter, 260 HP, 660 Ft/Lbs. Torque with Turbo charge Cummins, Duramax, or Detroit engine brands only.	☐	☐
130AMP Alternator	☐	☐
Power steering pump	☐	☐
Gear driven engine air compressor	☐	☐
Bendix AD-IS Air dryer	☐	☐
Intake air warmer – glow plugs	☐	☐
Donaldson intake air filter and service indicator	☐	☐
Engine block heater with insulated breather hose and EGR valve	☐	☐
Stacked DPF & SCR underneath cab RH horizontal tailpipe	☐	☐
Engine exhaust brake	☐	☐

	YES	NO
Heated DEF tank: 5 Gallons frame mounted forward of passenger steps	☐	☐
TRANSMISSION		
Allison 3000 RDS Automatic transmission with PTO provisions	☐	☐
Push button electronic shift selector – dash mounted	☐	☐
Synthetic transmission fluid	☐	☐
Transmission oil cooler	☐	☐
DRIVELINE		
Dana Spicer SPL 140HD main driveline with ½ round yokes (or equal)	☐	☐
FRONT AXLE & SUSPENSION		
12,000 lb. Front axle	☐	☐
Synthetic front axle lube	☐	☐
12,000lb Taper leaf front suspension	☐	☐
Front shock absorbers	☐	☐
REAR AXLE & SUSPENSION		
Meritor RS23-160 23,000 lb. Single rear axle (or equal)	☐	☐
Conventional rear differential gear lubricant	☐	☐
5.38 Rear axle Ratio	☐	☐
23,000 lb. Multi Leaf steel spring suspension	☐	☐
BRAKES		
Wabco 4s/4m ABS without traction control	☐	☐
Air brake service brake system	☐	☐
15.0" x 4" Front brakes	☐	☐
Front slack adjusters	☐	☐
16.5" x 7" Rear brakes	☐	☐
Rear slack adjusters	☐	☐
Parking & emergency brake	☐	☐
Dual 9-gallon steel air tanks – petcock valve on all tanks	☐	☐
ELECTRICAL		
Two (2) Group 31 600CCA Batteries (total 1200CCA)	☐	☐
Cruise control	☐	☐
Halogen headlights	☐	☐
There shall be a continuous duty solenoid or relay keyed to the ignition switch to control the 12-volt power to the Operator's position. When ignition is off, there shall be no power to the Operator's Station.	☐	☐
FUEL SYSTEM		
50 Gallon Aluminum Fuel tank – Driver side	☐	☐

	YES	NO
Fuel water separator with electric pre-heater	☐	☐
WHEELS & TIRES		
11R22.5 14 Ply Front & Rear Tires	☐	☐
22.5x8.25 White powder coated steel wheels – front & rear	☐	☐
ADDITIONAL FEATURES		
Fender mounted mirrors, electric remote	☐	☐
Air Ride Driver's seat		
Bench passenger seat		
Power Windows		
Tilt Steering		
Air horn		
Trailer towing package – per City of Mobile trailer requirements	☐	☐
Paint: white	☐	☐
Exhaust system must be under truck between frame rails, not exposed and protected by metal cage so not damaged by boom operation. No component of exhaust system shall be mounted so as to catch or contact trash or debris.	☐	☐
Vertical exhaust stack is not acceptable.	☐	☐

OPTIONS

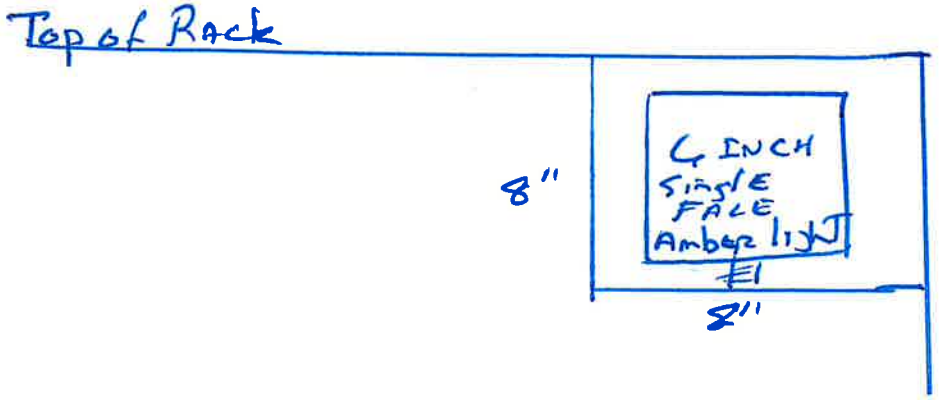
Work lights mounted on boom to illuminate work area and grapple operation. They shall be of LED type and protected from contact with debris. $_____

LED work lights built into the headache facing rearward. $_____

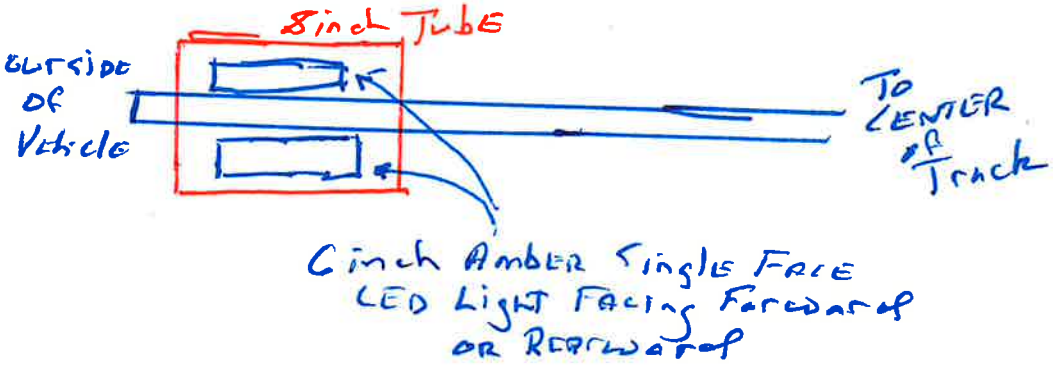
Loader LED Warning Lights in Headache Rack.

NOT To Scale

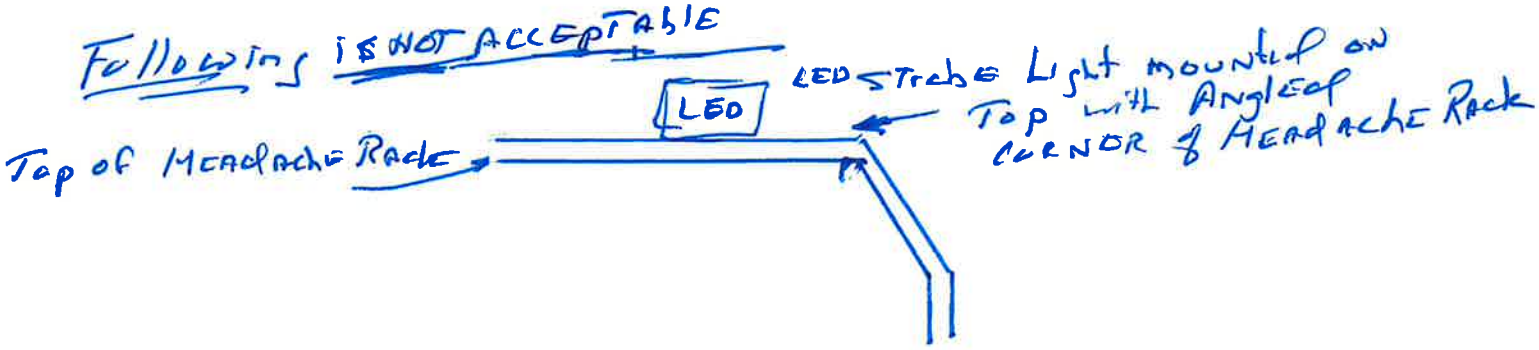
Front / Rear View



Top View of Rack



Following is NOT Acceptable



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: October 21, 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 Sansom Equipment Co Inc for seven 18-ft trash dump trailers for Sanitation Dept

Amount of Contract:
$355,257.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Sansom Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for seven 18-ft trash dump trailers for Sanitation Dept

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $355,257.00

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 5956

How many bidders received bid packages (if applicable): 17+ web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

Low bid did not meet specifications.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
24375	2025	(F7000) MOTOR POOL	SEVEN 18FT TRASH DUMP TRAILERS FOR SANITATION DEPT (SEALED BID 5956)	$355,257.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00024375-00 FY 2025
ACCOUNTS PAYABLE	PO 25014774
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	18 FT TRASH DUMP TRAILER AS FOLLOWS: MILES TRAILERS BY RAMER MANUFACTURING-18 FOOT TRASH DUMP TRAILER;22,500LB AXLE W/HEAVY DUTY SPRINGS;DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;FIXED 3" BOLT-ON PINTLE EYE; (2) EXTRA YELLOW LED STROBE LIGHTS IN REAR CORNER POSTS; PAINT-CITY OF MOBILE LOGO IN GREEN;FREIGHT AS PER CITY OF MOBILE BID #5956 AND YOUR QUOTE	7.00 EACH	50751.00000	355257.00

Additional Description Notes

---

18 FT TRASH DUMP TRAILER AS FOLLOWS:

MILES TRAILERS BY RAMER MANUFACTURING-18 FOOT TRASH DUMP TRAILER;22,500LB AXLE W/HAVEY DUTY SPRINGS;DUAL WHEELS W/235/75R17.5" TIRES;WINGED UP BODY SIDES;BARN STYLE REAR DOORS W/REINFORCED HINGES;TARP TIE-DOWN RODS W/TARP BASKET;FIXED 3" BOLT-ON PINTLE EYE; (2) EXTRA YELLOW LED STROBE LIGHTS IN REAR CORNER POSTS; PAINT-CITY OF MOBILE LOGO IN GREEN;FREIGHT

AS REQUESTED BY 2090-SANITATION

1	1000.40.20.2070.2090.2070.0000.0000.45040.	355257.00

Bill To	Requisition 00024375-00 FY 2025
ACCOUNTS PAYABLE	PO 25014774
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 355257.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.	355257.00	39601.17
SANITATION EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/27/25	JOHN PAINE	GL Allocation changed
Approved	09/29/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	09/29/25	SHONNDA SMITH	
Approved	09/29/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/12/25	SHONNDA SMITH	
Approved	05/12/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	06/16/25	MATTHEW ANDERSON	Auto approved by: 910518244

Bill To	Requisition 00024375-00 FY 2025
ACCOUNTS PAYABLE	PO 25014774
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/25	190715				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/16/25	SHONNDA SMITH			
	Approved	06/16/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	09/29/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	09/29/25	SHONNDA SMITH			
	Approved	09/29/25	CHERI BOUCHER		Auto approved by: 910518244	
	Rejected	05/13/25	JOHN PAINE		reject per dwight	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/30/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/30/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/30/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/30/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/30/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/30/25	JOHN PAINE		.	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5956
TRASH TRAILERS

	BID
RENOWN CARGO TRAILERS LLC	$23,552.25
SANSOM EQUIPMENT COMPANY	$50,751.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/30/2025	5956	MOTOR POOL	Motor Pool, 745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, WEDNESDAY, JUNE 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
APPX 6-10	**TRASH TRAILERS** Trash Trailers, 18 Ft Length, 22 Cubic Yard Capacity Hydraulic Dump Trailers as per the attached **MINIMUM** Specificiations Make _____ Model _____ Attach Literature & Specifications to your Bid. (Bidder may supply detailed drawings of trailer bid if literature is not available.) The City of Mobile will order **MINIMUM** six (6) units upon award and may buy up to ten (10) units during the one six-month period following the award of this bid. State Warranty: _____ Business License Required, if applicable (See Item #14 on reverse). Include application for title, or certificate of origin in your price per unit. Vendor shall include two (2) sets of parts manuals.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for the six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

These are the MINIMUM specifications for an 18 ft Heavy Duty Trailer to be used in the collection and hauling of bulk trash, limbs, brush, leaves, building materials, etc., or any other materials. Materials, workmanship, design and capacities are being specified for a piece of equipment that will be required to do a certain job.

Current trailers are 18 foot in length with an average body floor height of 34" from the ground at the center line of the wheel of the

	Yes	No
1. Eighteen (18) foot body length.	____	____
2. Main trailer frame to be two (2) fourteen (14) inch wide I-beams, twenty-two (22) pounds per foot with adequate cross members. Cross members to be 4" x 1/4" structural channel 5.4 pounds per foot.	____	____
3. Suspension to have one (1) 22,500-pound capacity axle, with a total axle and spring capacity of 22,500 pounds.	____	____
4. Dual wheels with ten (10) lugs and four (4) tires, size 235/17.5R, 16 ply radials.	____	____
5. Tire size 235/75R17.5	____	____
6. ABS equipped. Trailer must be equipped with anti-lock brakes system as required by Federal Regulation pertaining to Air Brakes.	____	____
7. Body of Trailer to be constructed with five (5) inch structural channel main sills and four (4) inch structural channel cross sills. Cross sills to be placed on 16" centers. Body of floor to be built with seven (7) gauge steel, floor to be formed over and under the ends of cross sills. Body inside width to be 91 inches and overall width not to exceed eight (8) feet.	____	____
8. Body sides to be constructed with 11-gauge sheet metal. Side Stakes to be 11 gauge formed channel placed on 24" centers. Body sides to have 11 gauge formed channel at top of sides. Side stakes to be interconnected and welded to top rail. Side to be continuous welded to floor. Body headboard to be constructed of 11-gauge sheet metal with 11 gauge formed stakes and 11 gauge formed top rail. Body sides to be 48 inches from from top of floor at front of body increasing to 60 inches from top of floor within eight feet from the front to rear of body.	____	____

9. Body to be equipped with heavy duty barn type doors with positive latch. Hinges to be minimum of 1 1/4" pins, with straps to be no less than 1/2" x 3" flat bar with grease points. ____ ____

Door latching mechanism shall be such that the handle of the latch is no greater than 27 inches from the floor of the trailer and no less than 24 inches from the floor of the trailer ____ ____

To hold the doors open when dumping the Trailer is to be equipped with a chain with a hook 2" inside diameter and a metal ring on the door at the corner of the door upright channel and the channel going across the door. ____ ____

10. Must have three greased hinges per door. ____ ____

11. Body hoist to be equipped with two (2) telescoping hydraulic cylinders. Lifting capacity to be 30,000 pounds, with a minimum of 5-inch O.D. cylinder. Scissor lift not acceptable. ____ ____

12. Trailer to have hydraulic operated jack stand with a minimum of 20-inch stroke. ____ ____

13. Trailer to be equipped with lights to meet all state and federal safety standards. All wiring to be protected with metal tubing. Two taillights (2" x 6") to be mounted in rubber cushions with the rear posts of trailer. Two amber LED flashing lights (2" x 6") weigh seven flash patterns will be mounted in rubber cushions in rear posts at top of of trailer ____ ____

Two 1x3 white LED strobe lights mounted in lower part of rear posts. ____ ____

There shall be an electrical quick disconnect at the frame of the trailer with 6 prongs to fix existing connections used by the City . ____ ____

14. Trailer to be equipped with a two (2) bank hydraulic valve to control hoist and jack leg stand. Jack stand hoist must be able to lift loaded trailer for disconnection or connection to truck. ____ ____

There shall be a spin on hydraulic fluid filter placed in-line between the flexible hydraulic hose to the towing truck and the two (2) bank hydraulic valve. This filter shall be inside between the structural steel channels of the tongue, protected from road debris and debris being

loaded into the trailer. ____ ____

15. Trailer to be equipped with flexible hydraulic hose with quick disconnects and heavy-duty wiring harness with quick disconnect for connection of towing vehicles. Quick disconnects located at hitch point. ____ ____

There shall be mounted on the trailer tongue two (2) tubes for storage of hydraulic hoses when not connected or in use. These tubes shall be 2 inches in diameter, 8 inches long attached to the outside of the trailer tongue. The tubes shall be open on one end and have two (2) bars across the other end to keep the hose connectors from falling through. The tube shall not be sealed to allow water and debris to fall through ____ ____

16. Trailer to have heavy duty tongue with four (4) five (5) inch Structural channel and equipped with safety chains. ____ ____

Trailer tongue shall have a hitch consisting of a drawbar eye or lunette ring for connecting to the Pintle hitch on the towing unit used by the City of Mobile. the drawbar eye or lunette ring shall be fixed with no swivel ____ ____

17. Trailer to be equipped with a 14"x14" basket the width of trailer 12" from the top of trailer to store tarp. The basket will be made of angle iron and expanded metal. The basket sides and bottom shall NOT be made of solid metal. ____ ____

18 Tarp cover tie down points, there shall be 2 rows of steel rods sized to 5/8" diameter with 2 rows of the 5/8" diameter rods per side with the bottom rod 10" from the top of the floor and the upper or top rod 28" from the top of the floor. These rods will run the length of the trailer from the front to the rear. There will be no tarp anchor points on the front or the rear of the trailer ____ ____

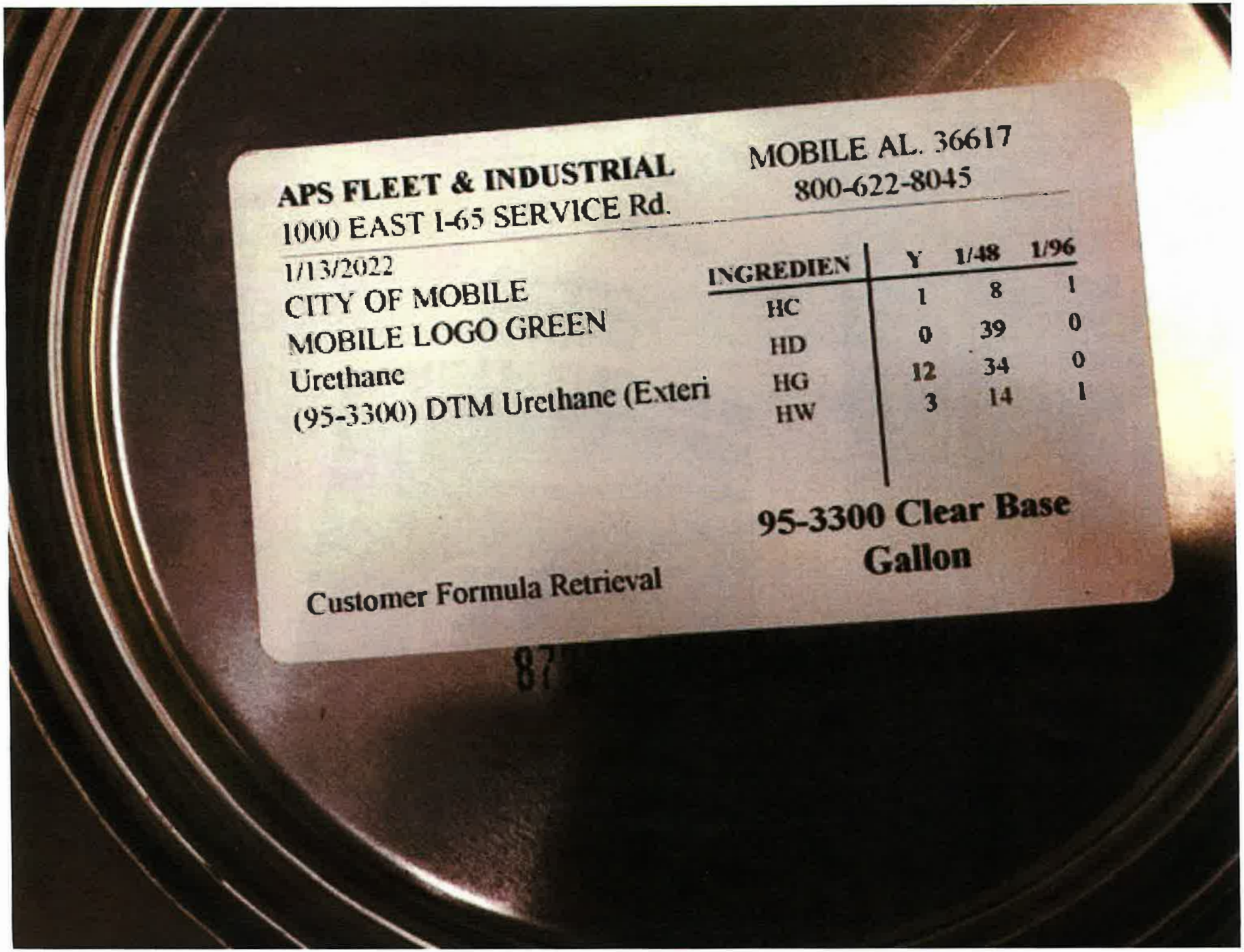
19. All metal to be properly cleaned, primed, and painted one standard color. Color is City of Mobile Green., see attached photo. ____ ____

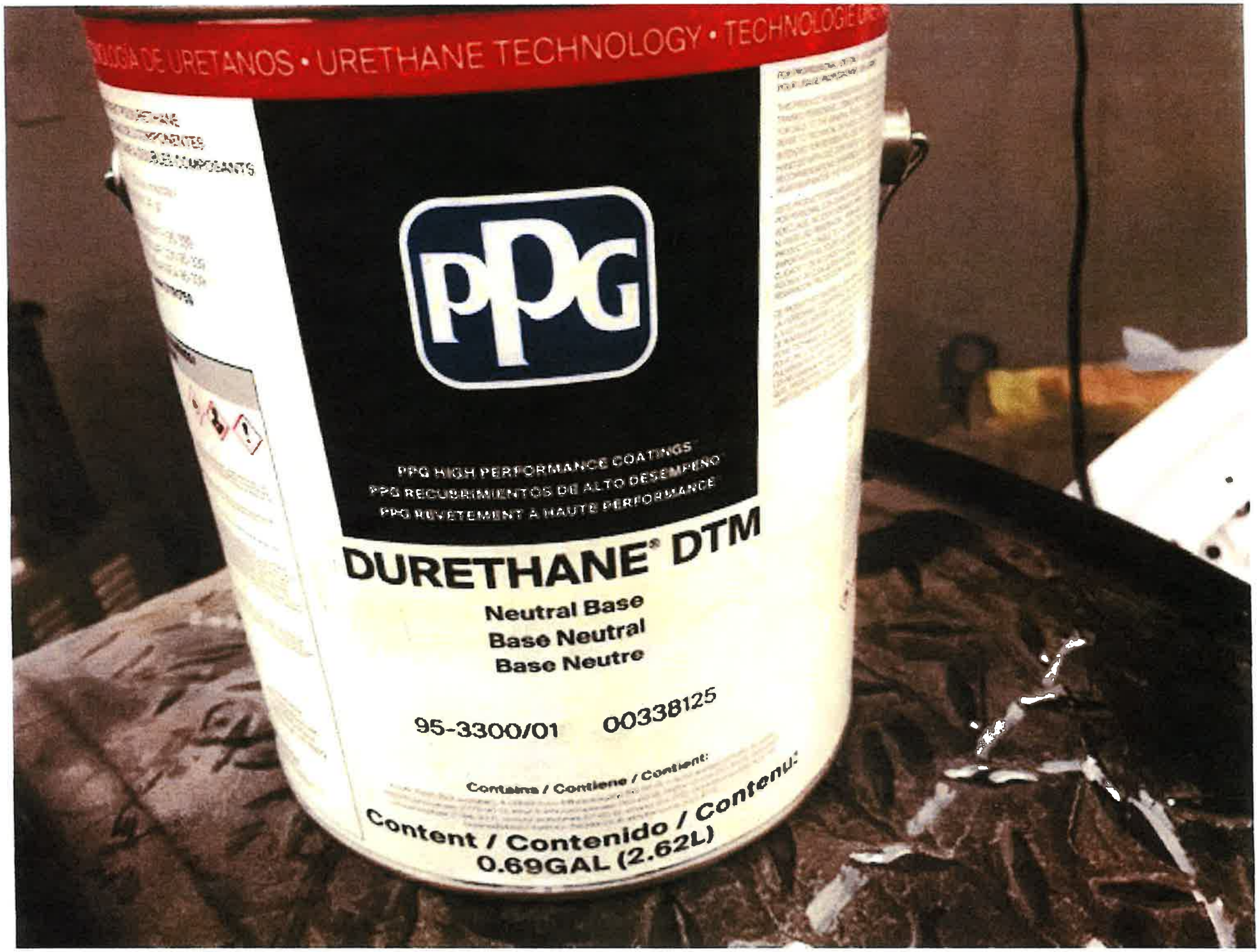
ATTACHED are photos of the following for your information:

- Photo of paint color code
- Photo of paint can
- Photo - right side of existing trailer showing rods as tarp tie downs

Photo - left side of existing trailer showing rods as tarp tie downs, hinges, and hinge reinforcements.

NOTE: Paint does not have to come from vendor in photo, but color must match the code/color indicated.


APS FLEET & INDUSTRIAL
1000 EAST I-65 SERVICE Rd.
MOBILE AL. 36617
800-622-8045
1/13/2022
CITY OF MOBILE
MOBILE LOGO GREEN
Urethane
(95-3300) DTM Urethane (Exteri
INGREDIEN | Y | 1/48 | 1/96
HC | 1 | 8 | 1
HD | 0 | 39 | 0
HG | 12 | 34 | 0
HW | 3 | 14 | 1
95-3300 Clear Base
Gallon
Customer Formula Retrieval
87


URETHANE TECHNOLOGY
PPG
PPG HIGH PERFORMANCE COATINGS
PPG RECUBRIMIENTOS DE ALTO DESEMPEÑO
PPG REVÊTEMENT À HAUTE PERFORMANCE
DURETHANE® DTM
Neutral Base
Base Neutral
Base Neutre
95-3300/01
00338125
Contains / Contiene / Contient:
Content / Contenido / Contenu:
0.69GAL (2.62L)

Right Side Tarp Ties

Left Side Tarp Ties

Hinges, Reinforcements

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: October 21, 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 Sansom Equipment Co Inc for 5000 gallon water truck for Public Services.

Amount of Contract:
$375,780.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251008 Sansom Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for 5000 gallon water truck for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $375,780.00

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 6004

How many bidders received bid packages (if applicable): 26 +web

How many bidders submitted bids (if applicable): 7

If this is not the lowest bid, explain why not:
Lower priced bids did not meet specifications.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
2649	2026	(F7000) MOTOR POOL	5000 GALLON WATER TRUCK FOR PUBLIC SERVICES (SEALED BID 6004)	$375,780.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002649-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SRESST FLUSHER / WATER TRUCK 5000 GALLON POLISHED STAINLESS STEEL TANK, WITH INDEPENDENT DIESEL POWERED PUMP, 5 SPRAY HEADS, 5" FILL PIPE, COVERS OVER ALL UPPER SURFACE OPENINGS TO KEEP DEBRIS OUT, ON A CLASS 8 DIESEL POWERED CHASSIS. VENDOR TO SUPPLY TRUCK AS FOLLOWS, 2027 FREIGHTLINER 114 SD CHASSIS WITH A STAINLESS STEEL HYFRO FORCE POLISHED STAINLESS STEEL TANK WITH INDEPENDENT DIESEL PUMP, 5 WATER DISTRIBUTOR /FLUSHING NOZZES WITH INDIVIDUAL REMOTELY CONTROLLED VALVES, ALL OPENINGS IN/ON TOP OF TANK TO BE COVERED TO KEEP OUT DEBRIS THROWN DURING MARDI GRAS. VENDOR TO PROVIDE 8 HOURS OF TRAINING ON USE OF TRUCK AND THE SERVICING OF THE TRUCK. AS PER CITY OF MOBILE BID #6004 AND YOUR QUOTE. Additional Description Notes --- CLASS 8 WATER TRUCK W/5,000 OR MORE GAL WATER TANK SEE ATTACHED SPECS AS REQUESTED BY 2086-PSM	1.00 EACH	375780.00000	375780.00

Bill To	Requisition 00002649-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2086.2070.0000.0000.45040.			375780.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 375780.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040. PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES	375780.00	2881120.00

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/08/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/08/25	SHONNDA SMITH	
Approved	10/08/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	10/08/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	10/08/25	SHONNDA SMITH	
Approved	10/08/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00002649-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/25	190715				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	10/08/25	DONALD ROSE		Auto approved by: 910518244	
	Queued	10/08/25	SANDRA LEWIS		Auto approved by: 910518244	
	Queued	10/08/25	STEVEN KRONINGER		Auto approved by: 910518244	
	Queued	10/08/25	SAMANTHA COOLEY		Auto approved by: 910518244	
	Queued	10/08/25	ANNE FOLEY		Auto approved by: 910518244	
	Queued	10/08/25	JOHN PAINE		Auto approved by: 910518244	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6004
WATER TRUCK STREET FLUSHING

DEALER	GULF COAST TRUCK	GULF COAST TRUCK	WEST MARK	SANSOM	EMPIRE	EMPIRE	COWIN
CHASSIS	Mack	Mack	Freightliner	Freightliner	Freightliner	Freightliner	Freightliner
MODEL	GR64B	GR64B	114SD	114SD	114SD	114SD	114SD
TANK	DFI Allison	DFI Mack Trans	West-Mark	Hydro Force	Klein	DFI	DFI
POLISHED	---	---	---	$375,780.00	---	---	$360,808.85
NATURAL	---	---	$355,424.20	$370,280.00	---	---	$340,808.85
PAINTED	$278,719.00	$283,593.16	$361,424.20	$377,280.00	$278,558.00	$281,690.30	$380,808.85
DELIVERY	150-180 Days	150-180 Days	365 Days	210-250 Days	---	120 Days	90 days

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	6004	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1 EA	**STREET FLUSHING, WATER TANK TRUCK, WATER TENDER WITH 5000 GALLON STAINLESS STEEL TANK** 2025 Street Flushing, Water Tank Truck, Water Tender with 5000-GAL stainless steel tank as per the following and attached specifications. **Chassis:** Make_____ Model_____ Year _____ **Tank:** Make_____ Model_____ Quote complete unit as follows: Truck with Polished Stainless Steel Tank Exterior $_____ Truck with Natural Stainless Steel Tank Exterior $ _____ Truck with Painted Stainless Steel Tank Exterior $_____ Estimated Delivery of completed unit following receipt of purchase order: _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendor to provide literature and specifications on vehicle quoted.

Quote delivered pricing FOB Mobile.

Upon award, the City will purchase a minimum of one (1).

You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery

Price must include delivery FOB Mobile.

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Price, as well as delivery, may be a consideration in the reward of the bid.

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

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.

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3					

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS FOR WATER TRUCK
(WITH 5,000 OR MORE GALLONS WATER TANK AND INSTALLATION)

Identification of the Unit Being Proposed
The bidder shall identify the unit by manufacturer, model, series and year of manufacture, so as to enable identification by the City of Mobile in the manufacturer's sales literature on the proposed unit. The bidder shall submit complete descriptive literature showing that the proposed unit is the manufacturer's recent model, including latest engineering improvements, which have been, or shall imminently be, regularly advertised and sold on the open market. The description of the unit shall also be sufficient to assure the City of Mobile that specifications will be met without improvising, modifying, or augmenting a basically standard unit beyond those variations contained in the manufacturer's regularly advertised specifications. New not previously titled, zero mileage Trucks.

Operating and Service Manuals and Parts Lists
One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual or available w/CD or online.

Manufacturer's Warranty and Service Policy
The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of Alabama and within a radius of 50 miles from the delivery point It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) to the City of Mobile. The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery and shall include other warranty requirements as may be specified.

General Service
CLASS 8 CAB AND CHASSIS
TRUCK CONFIGURATION DOMICILED, USA 50 STATES
(INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
EXPECTED FRONT AXLE(S) LOAD: 20,000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD: 46,000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 64,000.0 lbs

Engine
ENGINE MINIMUM 500 HP , 1850 LB/FT of TQ..
JACOBS COMPRESSION BRAKE
FIREWALL MOUNTED AIR CLEANER WITH SIDE INTAKE, NO OUTSIDE AIR CLEANER
160 AMP ALTERNATOR

12 VOLT STARTER W/THERMAL PROTECTION OR EQUIVALENT
THREE (3) 12 VOLT MAINTENANCE FREE BATTERIES W/3375 CCA MINIMUM
19 CFM AIR COMPRESSOR
FRONT PTO PROVISION ON FRONT OF ENGINE W/1350 ADAPTER FLANGE

Transmission
AUTOMATED SHIFT AUTOMATIC TRANSMISSION
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
AIR TO OIL TRANSMISSION COOLER WITH PTO OPTION

Front Suspension
20,000 POUND FRONT AXLE
20,000 POUND FLAT LEAF FRONT SUSPENSION
FRONT SHOCK ABSORBERS
16.5 INCH X 6 INCH MERITOR Q+ FRONT BRAKES WITH AUTOMATIC SLACK ADJUSTERS AND DUST SHIELDS ON BRAKES OR EQUIVALENT

Rear Axle and Equipment
46,000 POUND R-T SERIES TANDEM REAR AXLE (REAR-REAR AXLE OF A DRIVE TANDEM, TANDEM DRIVE AXLE SET)
MERITOR 16.5" X 8.62" Q+ CAST SPIDER CAM REAR BRAKES WITH AUTOMATIC SLACK ADJUSTERS AND DUST SHIELDS ON BRAKES
AIR BRAKE ABS SYSTEM W/TRACTION CONTROL
DRIVER CONTROLLED DIFFERENTIAL LOCK FOR EACH AXLE, MUST BE INDIVIDUALLY CONTROLLED W/INDICATOR LIGHT FOR EACH
3.91 REAR AXLE RATIO
REAR DIFFERENTIAL LUBE SYSTEM OR EQUIVALENT

Rear Suspension
46,000 POUND REAR SPRING SUSPENSION
56-INCH AXLE SPACING
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)
OR EQUIVALENT

Wheelbase & Frame
5750 MM (226 INCH) WHEELBASE
3/8X3-1/2X10-3/4 INCH DOUBLE CHANNEL120 KSI STEEL FRAME (3/8 INCH OUTER AND 1/4 INCH INNER)
1650 MM (65 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 75 INCH
CALC'D BACK OF CAB TO REAR SUSP C/L: 136.0 in
PARTIAL FRAME REINFORCEMENT AT FRONT SUSPENSION
OR EQUIVALENT

Fuel Tanks
125 GALLON/473 LITER ALUMINUM OR STAINLESS STEEL FUEL TANK – LH
FUEL TANK(S) FORWARD
LH FULL LENGTH FUEL TANK STEPS
FUEL WATER SEPARATOR WITH 12 VOLT PREHEATER
IN TANK FUEL LEVEL SENDER(S)
OR EQUIVALENT

Tires & Wheels
MICHELIN XZY-3 315/80R22.5 20 PLY RADIAL FRONT TIRES OR EQUIVALENT
MICHELIN XDE M/S 11R24.5 16 PLY RADIAL REAR TIRES OR EQUIVALENT
22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
24.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
OR EQUIVALENT

Cab
CONVENTIONAL AIR RIDE CAB
STANDARD INTERIOR
WHITE EXTERIOR PAINT / BLACK FRAME
AM/FM/WB/BT RADIO
CRUISE CONTROL
HEATER, DEFROSTER AND AIR CONDITIONER
HVAC DUCTING WITH FRESH AIR FILTER
MANUFACTURER'S HEAVIEST DUTY FIBERGLASS TILT HOOD AND FENDERS
DUAL RECTANGULAR AIR HORNS WITH CONTROLS ON LH AND RH SIDE OF CAB
TILT AND TELESCOPING STEERING COLUMN
POWER WINDOWS - RH AND LH SIDE
POWER DOOR LOCKS - RH AND LH SIDE W/MECHANICAL KEY TUMBLER
DOOR POCKETS - RH AND LH SIDE
DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT, AND DOOR MOUNTED COURTESY LIGHTS
AIR RIDE HIGH BACK SEATS W/ BLACK CLOTH, W/LUMBAR, W/INTEGRATED CUSHION EXTENSIONS, W/FORWARD AND REAR CUSHION TILT
INSULATED FLOOR MAT
SPEEDOMETER, TACH, OIL PRESSURE, COOLANT TEMPERATURE, FUEL, VOLT METER, DUAL AIR GAUGE, DEF FLUID LEVEL INDICATOR
STAINLESS STEEL PRIMARY MIRRORS WITH CONVEX MIRRORS, AND 8-INCH CONVEX MIRRORS MOUNTED AT THE FRONT CORNERS OF TRUCK
FIRE EXTINGUISHER MOUNTED INSIDE THE CAB
INDIVIDUAL CAB MOUNTED CONTROLS TO ACTUATE ALL THE SPRAY HEADS AND GRAVITY BAR
CAB MOUNTED CONTROLS FOR THE AUXILIARY MOTOR AND PUMP SYSTEM

Water Tank Capacity:
5,000 gallons or more.

Water Tank Material:
Stainless Steel no less than 3/16 thick.

Water Tank Baffles:
HEADS AND BAFFLES SHALL BE OF THE SAME STAINLESS-STEEL CONSTRUCTION.
HEADS AND BAFFLES SHALL BE DISHED A MINIMUM OF 4" AND SHALL HAVE NO LESS THAN A ONE INCH (1") RADIUS FOLD AT THE TWO INCH (2") FLANGE.
HEADS SHALL BE DOUBLE WELDED WITH NO WELDING CLOSER THAN ONE HALF INCH (1/2") OF FOLD RADIUS ON FLANGE.
BAFFLES - FOUR (4) EACH MINIMUM SHALL HAVE A MINIMUM SIXTEEN INCH (16) FLANGED OR REINFORCED CRAWL-THROUGH-HOLE FOR EASY ACCESS TO ENTIRE INSIDE OF TANK.
TOP AND BOTTOM OF BAFFLE SHALL HAVE ADEQUATE FLANGED OR REINFORCE DRAINAGE AND AIR ESCAPE PORTS.
IF PORT REINFORCEMENTS ARE USED, THEY MUST BE FULL WELDED BOTH SIDES.
BAFFLES MUST BE FULL WELDED. OR EQUIVALENT

Skids:
Two (2) heavy duty 3/16-inch thick modified U shaped skids. Vulcanized rubber wear pads shall be mounted on the tank rails. OR EQUIVALENT

Sight Gauge:
Clear tube mounted on front and rear of tank right side.

Manholes:
(2) 25-inch or larger diameter manholes with hinged, solid, vented lids, with an Anti-slosh ring (1) at each end of the tank. With OSHA approved climbing ladders (1) at each manhole for getting into and out of tank.
Or a minimum of a 24in wide by 36in long by 12in. tall rectangular manhole/refilling port at center of tank with a hinged, solid, vented lid. Made so that nothing can be thrown in to the tank from above. With a OSHA approved climbing ladder.
NOTE: At Mardi Gras, celebrants on balconies tend to want to throw stuff at tops of vehicles, and anything dark or open becomes a target or part of a contest to see if they can ring the hole or opening on top of the tank so the lid must be solid, no screens or open opening on top.

Ladder and Walk Way
OSHA approved ladder to get to the top of tank. Constructed from ¾-inch pipe located on rear of tank. A textured nonslip walk way on tank top to entry points and equipment.

Fenders:
Fenders attached to tanker base on chassis constructed of at least 12 gauge steel. Mud flaps mounted rear of fenders. Hose storage mounted in/on fenders. (see pictures for reference)

Mounting:
Installed with skid to frame mounting. Four (4) spring loaded mounts shall be furnished for installation.

Lights:
Safety and Work Lights includes four corner strobe system four 100,000 candle power work lights mounted at the rear, and front corners of the tank / dual 40" 14 LED light bars 11 flash patterns, 5 strobe head groupings for 55 flash sequences / lens patterns red, clear, and amber w/ monetary switch panel, in-cab controls, mounted /Work lights 2 on the front 2 on the left side 2 on the right side and 2 on the rear w/ monetary switch panel, in-cab controls, mounted all lights 12 volt led and all dot required reflectors and reflective stripping .
On the roof of the truck chassis there shall be a full width LED light bar, across the full width of the cab. This light bar shall be such that the bat is split horizontally so the upper section will light up in amber or yellow LED's and the bottom portion will be a all around "takedown or work light", LED's and bar will capable of doing both at the same time. This bar shall be controlled from within the cab of the truck by the driver.

Auxiliary Motor: Auxiliary Motor to power water pump system rated at a minimum of 41 HP that meets EPA Final Tier IV standards and be a Non-DEF liquid cooled diesel motor that is fueled from the trucks diesel tank. And all controls for motor and pump are to in the cab and easily accessible to driver.

Water Pump:
Water Pump is to be powered by the auxiliary motor, self-priming, and capable of producing at least 750 GPM and 65 PSI. And all controls for the pump are to in the cab and easily accessible to driver.

Gravity Drop Bar:
Air actuated gravity tube at bottom end center of tank as close to the rear as possible. 96inches x 4-inches with vitriolic caps and quick release clamps at each end. With Individual cab mounted controls to actuate.

Spray System:
Individual cab mounted controls to actuate each of the five. 2" Threaded Nozzle Spray Head with 6"wide x 1/8" Slot. Also known as a "Frog Mouth Street Flusher" See part # (SHNOZFR-2) for an example three (3) air operated valves with adjustable volume and Frog Mouth Street Flusher nozzles mounted on front spray bar at the corners and center of the truck 10in. above the ground facing forward at about 45° spray pattern. Two (2) air operated valves with adjustable volume mounted on rear spray bar at the rear corners of the truck

with Frog Mouth Street Flusher nozzles 10in. above the ground facing forward with a spray pattern that just does clear the rear wheels spraying outward. (see pictures)
Plumbing from the spray bars to the nozzles shall use vicraulic type fittings to allow adjustment to nozzles as well as replacement as needed.

Lifting Eyes
Tank is to have a minimum of four (4) lifting eyes. Two (2) eyes on the front and two (2) eyes on the rear, capable of lifting the weight of the tank when it is empty without causing any deformation in the tank.

Hydrant Fill
A 5-inch schedule 40 pipe (anti-siphon standards air break at top) runs up over and in to the top of the tank. The fill pipe shall be located at the rear curb side of the tank or at the center at the rear of the tank depending how the truck and tank are constructed. Ther filler line shall have a 5-inch quarter turn valve installed in the fill line. The fill line shall terminate in standard pipe thread. Vendor shall fit a 5-inch STORZ hose fitting on the end of the fill pipe. Between the 5-inch quarter turn valve and the STORZ fitting, there shall be a 1.5-inch quarter turn valve for bleeding purposes. (see drawing)
Vendor shall also install at the rear of the truck a "basket" or platform that would hold 20 ft of 5-inch filler hose.

NOTE: As stated earlier, there must be a solid covering over the opening in the tank where the anti-siphon air break is so that Mardi Gras celebrants are unable to "ring" the hole (filler) on top of the tank. The side opening should have some sort of screen (like hardware cloth) to help keep out debris that is thrown.

Hose Reel
There shall be an electric rewind hose reel mounted to the truck with 100 feet of 1 inch hose with a removable adjustable nozzle. The reel shall have a valve to shut off the reel.

Displacement Pipe
Located at the rear of the tank. The 1½-inch displacement pipe shall have a 1½-inch ball valve installed on it.

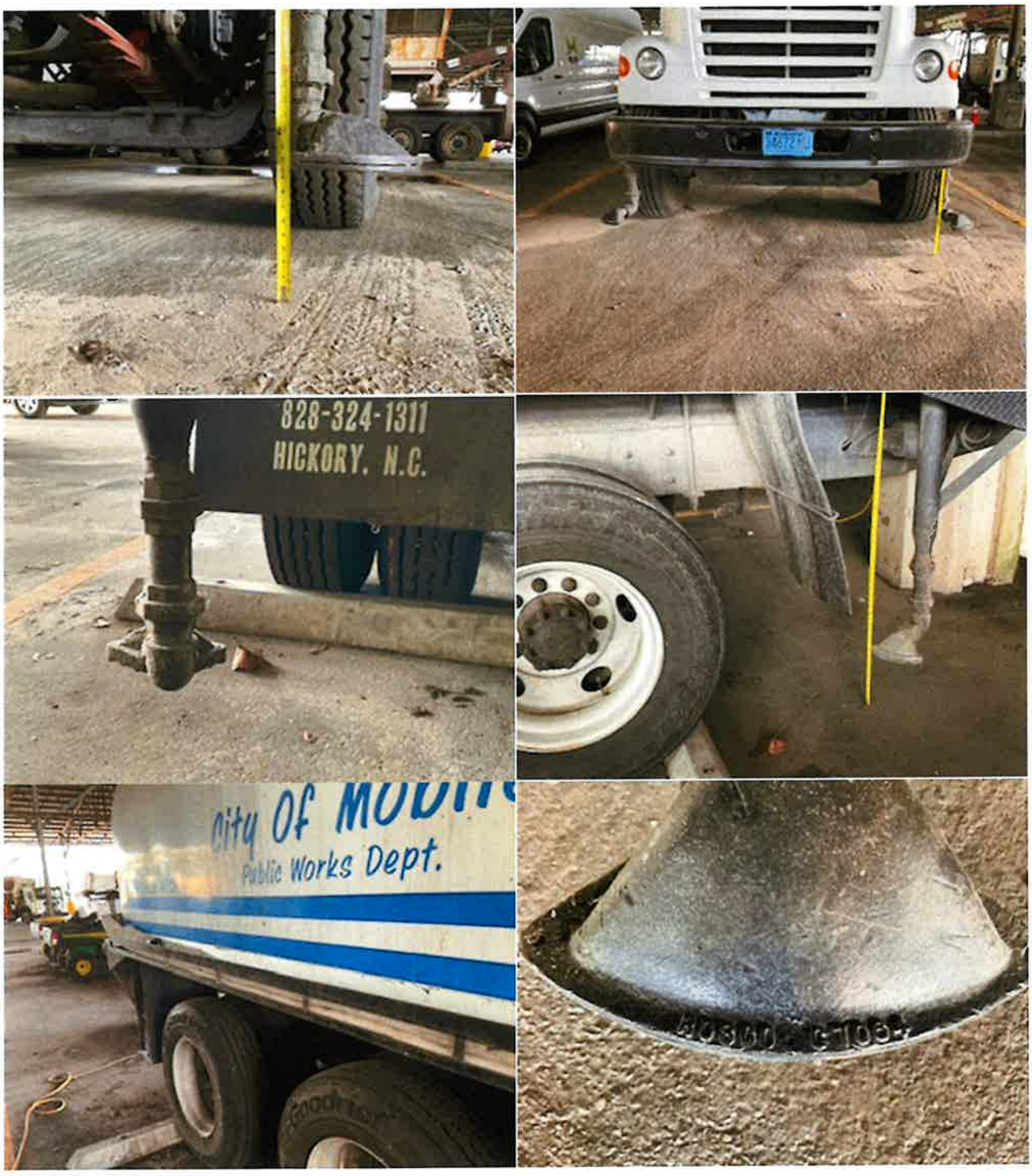
Drains
There shall be drains located in all low spots of the plumbing to allow draining of all water from the tank, pump, piping, and plumbing during freezing weather.

Valves
All discharges / nozzles shall be individually controlled by remote controls from the cab.
Drain valves are not to be remotely controlled

Tank and Spray System Operating and Service Manuals and Parts Lists
One (1) operator manual shall be included with the unit upon delivery. In addition, there shall be a total of one (1) service, shop, or maintenance manual, and one (1) parts manual or available w/CD or online

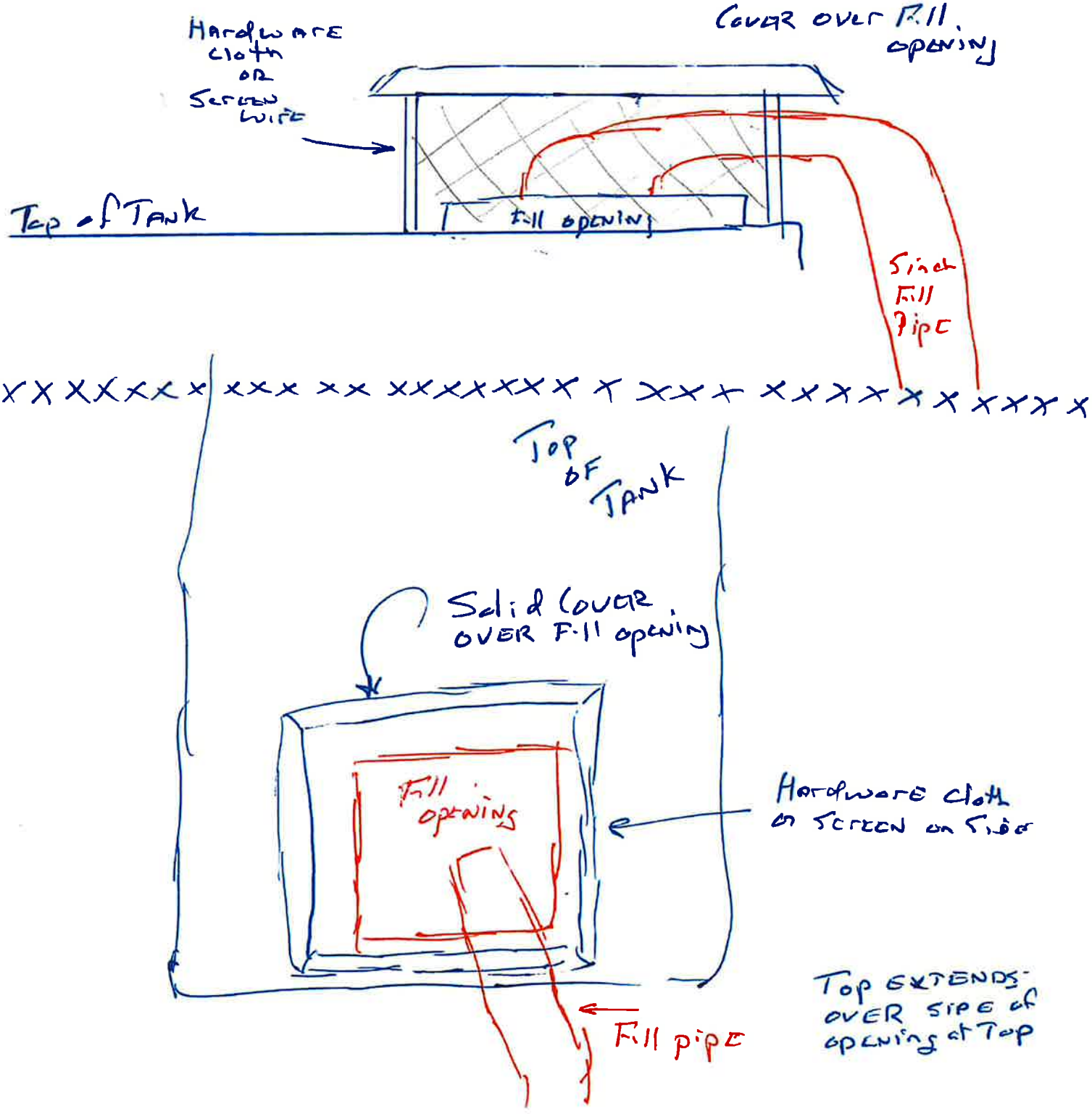
Tank and Spray System Warranty The manufacturer's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized/franchised unit dealer, representing manufacturer of proposed unit throughout the State of Alabama and within a radius of 50 miles of the City of Mobile. It shall be the responsibility of the bidder to make available all replacement parts, components, and materials found to be defective under the terms of the warranty, and without cost (including labor cost) The unit shall be accompanied upon delivery by the unit manufacturer's properly executed warranty or service policy. Unit shall be warranted against manufacturing defects for not less than twelve (12) months from date of delivery.

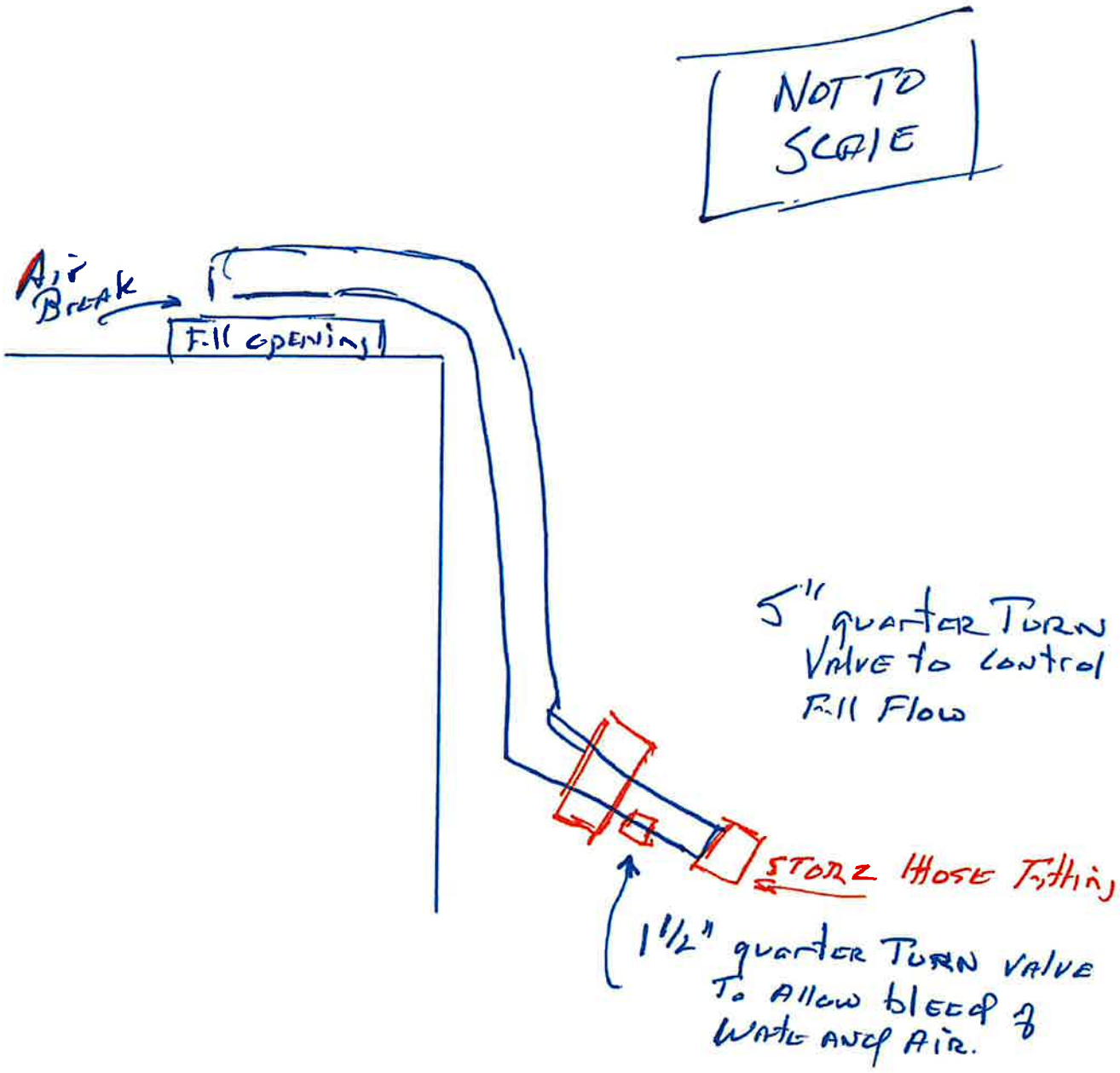
PRINTED SERVICE POLICIES AND WARRANTY MUST BE SUPPLIED WITH QUOTATION


828-324-1311
HICKORY. N.C.
Public Works Dept.

Cover over Fill opening
Side view

NOT TO SCALE




NOT TO SCALE
Air Break
Fill opening
5" quarter Turn Valve to control Fill Flow
STORZ Hose Fitting
1 1/2" quarter Turn valve To Allow bleed of Water and Air.

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: October 21, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Software Company for annual renewal of open-source intelligence management software for Gulf Coast Technology Center.

Funding Source
General fund.

ATTACHMENTS:
1. 20251009 Five Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Software Company

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Software Company for annual renewal of open-source intelligence management software for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $74,400.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor 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, 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
2511	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF OPEN-SOURCE INTELLIGENCE MANAGEMENT SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	$74.400.00	(297413) SOFTWARE COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602
Tel#	REBECCA.TURK@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER QUOTE *RENEWAL OF EXISTING SOFTWARE. PER STATE OF ALABAMA BID LAW #41-16-51(a)(15) AND #41-16-51(a)(8). PO TO			
	*** LAW ENFORCEMENT SENSITIVE *** DO NOT PLACE INFO ON CITY COUNCIL AGENDA FOR PUBLIC REVIEW			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Qty 2 (2 USERS) NOVEMBER 1,2025-OCTOBER 31, 2026	1.00 EACH	48000.00000	48000.00
	Vendor Item Inventory Item/			
1	1000.30.15.1502.1502.1502.0000.0000.42140.			48000.00

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 2

Vendor

Tel#

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Qty 2 NOVEMBER 1,2025-OCTOBER 31, 2026 Vendor Item Inventory Item/	1.00 EACH	26400.00000	26400.00
1	1000.30.15.1502.1502.1502.0000.0000.42140.			26400.00

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor

Tel#

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 74400.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140.	74400.00	722632.87
GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/06/25	JASON SMITH	Reviewed and Approved
Approved	10/06/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	10/06/25	ROBERT LASKY	
Approved	10/06/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	10/09/25	DONALD ROSE	Auto approved by: 9105fola
Approved	10/09/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/09/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/09/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/09/25	ANNE FOLEY	

Bill To	Requisition 00002511-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor

Tel#

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/25	297413				GULF COAST TECHNOLOGY CENTE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/09/25	JOHN PAINE		Auto approved by: 9105fola	
	Approved	10/09/25	ANNE FOLEY		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 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 Stivers Ford Lincoln for one 2026 Ford F550 crew-cab and chassis for Parks Dept.

Amount of Contract:
$58,175.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Stivers Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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Agenda of: 14 October 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln for one 2026 Ford F550 crew-cab and chassis for Parks Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $58,175.00

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: AL state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor 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, purchase orders 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
25808	2025	(F7000) MOTOR POOL	2026 FORD F550 CREW-CAB CHASSIS FOR PARKS DEPT (AL STATE CONTRACT)	$58,175.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00025808-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD F550 CAB AND CHASSIS WITH 203 INCH WHEEL BASE WITH 7.3 LITER GAS ENGINE AS FOLLOWS CHASSIS 2026 F550 W5G 203 203” WHEELBASE 872 CAMERA PREP 512 SPARE TIRE AND WHEEL 52B TRAILER BRAKE CONTROLLER 18B PLATFORM RUNNING BOARDS 76C EXTERIOR BAV UP ALARM Z1 COLOR TO BE WHITE LED 4 CORNER LED STROBES FM1 HEAVY DUTY RUBBER FLOOR MATS PRICE INCLUDES $344.00 DELIVERY FEE TO THE CITY OF MOBILE AS PER STATE OF ALABAMA CONTRACT MA23000002614-4 AND YOUR QUOTE Additional Description Notes --- 2025 OR NEWER CHEVROLET 4500 CREW CAB & CHASSIS AS FOLLOWS: 19,000 LB GVW CHASSIS, CREW CAB, 4x2, DIESEL ENGINE-CUMMINS OR DURAMAX BRAND DIESELS ONLY, AUTOMATIC TRANSMISSION, FACTORY-MOUNTED RECEIVER HITCH, 2" OR LARGER,TRAILER WIRING PACKAGE FOR 4 AND 7 PIN CONNECTORS, CABLE TO AXLE-84 INCHES;CAB TO END FRAME-10 FT., 8 INCHES; DUAL WHEELS, CAB TO BE WHITE IN COLOR, VINYL SEATS; AIR CONDITIONING; ELECTRIC WINDOWS; ELECTRIC DOOR LOCKS AS REQUESTED BY 2012-PARKS	1.00 EACH	58175.00000	58175.00
1	1000.40.20.2030.2012.2005.0000.0000.45040.			58175.00

Bill To	Requisition 00025808-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.45040. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 58175.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	58175.00	
PARKS MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	06/12/25	KIM CARMODY	
Approved	06/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	09/30/25	KIM CARMODY	
Approved	09/30/25	DANIEL OTTO	Auto approved by: 910520521
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584

Bill To	Requisition 00025808-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	292393				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	06/12/25	KIM CARMODY			
	Approved	06/12/25	DANIEL OTTO		Auto approved by: 910520521	
	Approved	10/01/25	KIM CARMODY		Auto approved by: 91055604	
	Approved	10/01/25	DANIEL OTTO			
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Cab and Chassis

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA230000003416

Linked Solicitation
Ford Cab & Chassis

Sourcing Number
SRC0000010346

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/5/2022

End Date
10/5/2026

Documents

- Updated Ford Chassiss 8600 - 18,999 9-23-22.docx
- TRUCK CHASSIS GVWR 8600-18,999 Specs 8-23-22.docx

Items

Item Name	Product Code		UOM
8,600 Standard Cab Chassis	230000003416-1	40,617.00	Each

Item Name	Product Code		UOM
Diesel Engine Upgrade	230000003416-2	10,211.00	Each
8,600 Standard Cab Chassis 4wd	230000003416-3	43,184.00	Each
Diesel Engine Upgrade	230000003416-4	10,211.00	Each
8,600 Super Cab Chassis	230000003416-5	43,652.00	Each
Diesel Engine Upgrade	230000003416-6	10,211.00	Each
8,600 Super Cab Chassis 4wd	230000003416-7	46,242.00	Each
Diesel Engine Upgrade	230000003416-8	10,211.00	Each
8,600 Crew Cab Chassis	230000003416-9	45,109.00	Each
Diesel Engine Upgrade	220000003416-32	10,211.00	Each
Diesel Engine Upgrade	230000003416-10	10,211.00	Each
8,600 Crew Cab Chassis 4wd	230000003416-11	47,697.00	Each
Diesel Engine Upgrade	230000003416-12	10,211.00	Each
11,400 Standard Cab Chassis	230000003416-13	46,444.00	Each
Diesel Engine Upgrade	230000003416-14	10,211.00	Each
11,400 Standard Cab Chassis 4wd	230000003416-15	49,666.00	Each
Diesel Engine Upgrade	230000003416-16	10,211.00	Each
11,400 Super Cab Chassis	230000003416-17	49,061.00	Each
Diesel Engine Upgrade	230000003416-18	10,211.00	Each
11,400 Super Cab Chassis 4wd	230000003416-19	52,283.00	Each
Diesel Engine Upgrade	230000003416-20	10,211.00	Each
11,400 Crew Cab Chassis	230000003416-21	50,547.00	Each

Item Name	Product Code		UOM
Diesel Engine Upgrade	2300000034 16-22	10,211.00	Each
11,400 Crew Cab Chassis 4wd	2300000034 16-23	53,770.00	Each
Diesel Engine Upgrade	2300000034 16-24	10,211.00	Each
14,000 Standard Cab Chassis	2300000034 16-25	50,354.00	Each
Diesel Engine Upgrade	2300000034 16-26	10,211.00	Each
14,000 Standard Cab Chassis 4wd	2300000034 16-27	53,023.00	Each
Diesel Engine Upgrade	2300000034 16-28	10,211.00	Each
14,000 Super Cab Chassis	2300000034 16-29	52,976.00	Each
Diesel Engine Upgrade	2300000034 16-30	10,211.00	Each
14,000 Super Cab Chassis 4wd	2300000034 16-31	56,198.00	Each
14,000 Crew Cab Chassis	2300000034 16-33	54,254.00	Each
Diesel Engine Upgrade	2300000034 16-34	10,211.00	Each
14,000 Crew Cab Chassis 4wd	2300000034 16-35	57,481.00	Each
Diesel Engine Upgrade	2300000034 16-36	10,211.00	Each
17,500 Standard Cab Chassis	2300000034 16-37	50,655.00	Each
Diesel Engine Upgrade	2300000034 16-38	10,211.00	Each
17,500 Standard Cab Chassis 4wd	2300000034 16-39	53,329.00	Each
Diesel Engine Upgrade	2300000034 16-40	10,211.00	Each
17,500 Super Cab Chassis	2300000034 16-41	53,278.00	Each

Item Name	Product Code		UOM
Diesel Engine Upgrade	230000003416-42	10,211.00	Each
17,500 Super Cab Chassis 4wd	230000003416-43	56,494.00	Each
Diesel Engine Upgrade	230000003416-44	10,211.00	Each
17,500 Crew Cab Chassis	230000003416-45	54,553.00	Each
Diesel Engine Upgrade	230000003416-46	10,211.00	Each
17,500 Crew Cab Chassis 4wd	230000003416-47	58,226.00	Each
Diesel Engine Upgrade	230000003416-48	10,211.00	Each
Options	230000003416-49	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 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 Sunsouth LLC for two 202 John Deere 6M 115 utility tractors with Alamo Machete 3 25ft boom mower heads for Public Services.

Amount of Contract:
$503,347.44

Funding Source
General fund.

ATTACHMENTS:
1. 20250929 Sunsouth Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunsouth LLC for two 202 John Deere 6M 115 utility-tractors with Alamo Machete-3, 25ft-boom, mower-heads, for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $503,347.44

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: Sourcewell cooperative purchasing agreement, not on state contract. in this configuration

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor 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, purchase orders 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
28349	2025	(F7000) MOTOR POOL	TWO 2025 JOHN DEERE 6M 115 UTILITY TRACTORS WITH ALAMO MACHETE-3 25FT BOOM MOWER--HEADS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT IN THIS CONFIGURATION)	$503,347.44	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER SLOPE MOWER (PUB. SERVS) AS FOLLOWS: JOHN DEERE 6M 115 CAB TRACTOR WITH MACHETE BOOM MOWER WITH REACH OF 25 FOOT WITH 6 FOOT ROTARY CUTTER HEAD FACTORY MOUNTED TO TRACTOR AND CREEPER GEAR DELIVERED FOB MOBILE TO THE CITY OF MOBILE JDLINK MODEM-NOT MACHINE SYNC CAPABLE;LESS LOADER BOOM;LESS LOADER PACKAGE;LESS LOADER EQUIPMENT;ALTERNATOR 14 V250 A;16F16R POWRQUAD PLUS TRANSMISSION WITH CREEPER 30KMH 19MPH;ISOBUS READY GREENSTAR READY;LESS APPLICATION;STANDARD CAB PACKAGE;STANDARD SEAT;LESS CAB SUSPENSION;MIRRORS MANUAL TELESCOPIC;STANDARD RADIO;RIGHT HAND CONSOLE;HYDRAULIC PUMP 80LMIN;2 MECHANICAL SCVs 2 SCVs 200 SERIES;NO MIDSTACK SCV;REAR PTO 5401000RPM;DRAFTS LINKS W/TELESCOPIC BALL END CATEGORY 3N3;CENTER LINK W/BALL END-CATEGORY 3;SWAY CONTROL BLOCKS;FLANGE TYPE REAR AXLE;ADJUSTABLE STEEL WHEELS;REAR WHEEL SIZE 48080R38 SPECIAL PROFILE;REAR AND FRONT TIRE BRAND NOKIAN;4WD FRONT	2.00 EACH	251673.72000	503347.44

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

AXLE-UNSUSPENDED;ADJUSTABLE STEEL WHEELS;FRONT WHEEL SIZE 44080R24 SPECIAL PROFILE;SHIPPING PREPARTATION W/O CONSERVATION;PREPARTATION FOR FRONT AUXILIARY DRIVE;HEAVY DUTY REAR WHEEL BRAKES;BACKUP ALARM;LESS RECEIVER;LESS DISPLAY;FIRE EXTINGUISHER;EXTINGUISHER BRACKET
AS OER SOURCEWELL CONTRACT 032525-AGI AND YOUR QUOTE DATED 9-24-2025

Additional Description Notes

2024 OR NEWER SLOPE MOWER (PUB. SERVS) AS FOLLOWS:

JOHN DEERE 6M 115 CAB TRACTOR

JDLINK MODEM-NOT MACHINE SYNC CAPABLE;LESS LOADER BOOM;LESS LOADER PACKAGE;LESS LOADER EQUIPMENT;ALTERNATOR 14 V250 A;16F16R POWRQUAD PLUS TRANSMISSION WITH CREEPER 30KMH 19MPH;ISOBUS READY GREENSTAR READY;LESS APPLICATION;STANDARD CAB PACKAGE;STANDARD SEAT;LESS CAB SUSPENSION;MIRRORS MANUAL TELESCOPIC;STANDARD RADIO;RIGHT HAND CONSOLE;HYDRAULIC PUMP 80LMIN;2 MECHANICAL SCVs 2 SCVs 200 SERIES;NO MIDSTACK SCV;REAR PTO 5401000RPM;DRAFTS LINKS W/TELESCOPIC BALL END CATEGORY 3N3;CENTER LINK W/BALL END-CATEGORY 3;SWAY CONTROL BLOCKS;FLANGE TYPE REAR AXLE;ADJUSTABLE STEEL WHEELS;REAR WHEEL SIZE 48080R38 SPECIAL PROFILE;REAR AND FRONT TIRE BRAND NOKIAN;4WD FRONT AXLE-UNSUSPENDED;ADJUSTABLE STEEL WHEELS;FRONT WHEEL SIZE 44080R24 SPECIAL PROFILE;SHIPPING PREPARTATION W/O CONSERVATION;PREPARTATION FOR FRONT AUXILIARY DRIVE;HEAVY DUTY REAR WHEEL BRAKES;BACKUP ALARM;LESS

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	RECEIVER;LESS DISPLAY;FIRE EXTINGUISHER;EXTINGUISHER BRACKET			
	AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2086.2070.0000.0000.45040.			503347.44

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 503347.44

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	503347.44	1025993.52
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/25/25	JOHN PAINE	Requisition item removed, GL A
Approved	08/01/25	MATTHEW ANDERSON	

Bill To	Requisition 00028349-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/25	291912				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	08/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	09/26/25	MATTHEW ANDERSON			
	Approved	09/26/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	09/26/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	08/01/25	MATTHEW ANDERSON			
	Approved	08/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	08/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	09/26/25	MATTHEW ANDERSON			
	Approved	09/26/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	09/26/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	09/27/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/27/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/27/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/27/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/27/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	09/27/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Alamo Group Texas LLC | Tiger

Road right-of-way equipment

#032525-AGI
Maturity Date: 5/15/2029
Website: tigermowers.com/

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 032525-AGI-1 gives access to the following types of goods and services:

- Tractor and mower turnkeys
- Truck mounted mowers
- Boom mowers
- Rotary mowers
- Flail mowers
- Flail, rotary, and specialty heads
- 3-Point hitch mowers
- Wide-area flail mowers
- Flex-wing rotary mowers
- Wheel loader boom mowers
- Excavator attachments

Locate your local dealer or representative
(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
tigermowers.com/awarded-contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

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Login to unlock more contract features.

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Username

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ezIQC Contracts

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 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 Sunsouth LLC for two John Deere 5095M tractors for Public Services

Amount of Contract:
$144,900.48

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Sunsouth Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunsouth LLC for two John Deere 5095M tractors for Public Services
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $144,900.48

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract- PO sent to Sunsouth under new Deere distro model.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor 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, purchase orders 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
26018	2025	(F7000) MOTOR POOL	TWO 2025 JOHN DEERE 5095M TRACTORS FOR PUBLIC SERVICES (AL STATE CONTRACT)	$144,900.48	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026018-00 FY 2025
ACCOUNTS PAYABLE	PO 25014780
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025JOHN DEERE 5095M TRACTOR AS PER STATE OF ALABAMA CONTRACT MA25000005305 (PG 99 CG 22) AND YOUR QUOTE 33334403DATED 8-8-2025	2.00 EACH	72450.24000	144900.48

Additional Description Notes

2024 JOHN DEERE 5090E CAB TRACTOR AS PER SOURCEWELL CONTRACT AG TRACTORS 082923-DAC (PG 1P CG 70)

AS REQUESTED BY 2086-PSM

1 1000.40.20.2070.2086.2070.0000.0000.45040. 144900.48

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 144900.48

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00026018-00 FY 2025
ACCOUNTS PAYABLE	PO 25014780
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/25	291912				MOTOR POOL

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.45040.	144900.48	900277.94
PUBLIC SERVICE MAINTENANCE EXP FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/26/25	MATTHEW ANDERSON	
Approved	08/26/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/26/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/16/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/16/25	SHONNDA SMITH	
Approved	06/16/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/26/25	MATTHEW ANDERSON	
Approved	08/26/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	08/26/25	CHERI BOUCHER	Auto approved by: 910516584
Rejected	08/20/25	JOHN PAINE	PRICE FOR TRACTOR IS 72,450.
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Approved	09/27/25	DONALD ROSE	Auto approved by: 9105paij
Approved	09/27/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/27/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/27/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/27/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/27/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Tractor - Deere & Company

Type
Master Agreement

Supplier
Ag & Turf SABD & Government Sales

Contract Code
MA250000005305

Linked Solicitation
Statewide Tractor Bid

Sourcing Number
SRC0000025123

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Andrew	Roman	GovContractSupport@JohnDeere.com	800-358-5010

1 Record(s)

Contract Scope

Organizations
State of Alabama, State of Alabama

Contract Validity

Start Date
12/6/2024

End Date
12/5/2025

Documents

- MA250000005305_Master_Agreement_V1.pdf
- Tractor Statewide award information.xlsx

Items

Item Name	Product Code		UOM
Tractor 20hp - 29hp - 18% discount	1	0.00	USD
Options 20hp - 29hp - 18% discount	2	0.00	USD
Tractor 30hp - 39hp - 18% discount	3	0.00	USD
Options 30hp - 39hp - 18% discount	4	0.00	USD
Tractor 40hp - 49hp -18% discount	5	0.00	USD
Options 40hp - 49hp -18% discount	6	0.00	USD
Tractor 50hp - 59hp -15% discount	7	0.00	USD
Options 50hp - 59hp - 15% discount	8	0.00	USD
Tractor 60hp - 69hp - 15% discount	9	0.00	USD
Options 60hp - 69hp 15% discount	10	0.00	USD
Tractor 70hp - 79hp - 15% discount	11	0.00	USD
Options 70hp - 79hp - 15% discount	12	0.00	USD
Tractor 80hp - 89hp - 20% discount	13	0.00	USD
Options 80hp - 89hp - 20% discount	14	0.00	USD

Item Name	Product Code		UOM
Tractor 90hp - 99hp - 20% discount	15	0.00	USD
Options 90hp - 99hp - 20% discount	16	0.00	USD
Tractor 100hp - 109hp - 25% discount	17	0.00	USD
Options 100hp - 109hp - 25% discount	18	0.00	USD
Tractor 110hp - 119hp - 25% discount	19	0.00	USD
Options 110hp - 119hp - 25% discount	20	0.00	USD
Tractor 120hp - 129hp - 25% discount	21	0.00	USD
Options 120hp - 129hp - 25% discount	22	0.00	USD
Tractor 130hp - 139hp - 25% discount	23	0.00	USD
Options 130hp - 139hp - 25% discount	24	0.00	USD
Tractor 140hp - 149hp - 25% discount	25	0.00	USD
Options 140hp - 149hp - 25% discount	26	0.00	USD
Tractor 150hp - < - 25% discount	27	0.00	USD

Item Name	Product Code		UOM
Options 150hp - < - 25% discount	28	0.00	USD
OEM Repair Filters / Repair Parts - 0% discount	29	0.00	USD
Delivery - quotable line	30	0.00	USD
Extended Warranty - quotable line	I1_31	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to Sunsouth LLC for two John Deere 60P compact excavators for Public Services.

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Sunsouth Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Sunsouth LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunsouth LLC for two John Deere 60P compact excavators for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $206,756.34

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 6000

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:
Two lowest bids did not meet specifications.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26778	2025	(F7000) MOTOR POOL	TWO 2025 JOHN DEERE 60P COMPACT EXCAVATORS FOR PUBLIC SERVICES (SEALED BID 6000)	$206,756.34	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER COMPACT EXCAVATOR (MINI EX) AS FOLLOWS: VENDOR TO PROVIDE A 2025 OER NEWER DEERE 60P EXCAVATOR TO INCLUDE 1 BUCKET, 1 DITCH BUCKET AND 1 CONCRETE BREAKER WITH 8 HOURS OF TRAINING FOR MAINTENANCE AND OPERATION AS PER CITY OF MOBILE BID #6000 AND YOUR QUOTE.	2.00 EACH	103378.17000	206756.34

Additional Description Notes

E55 R2-SERIES COMPACT EXCAVATOR (MINI EX) AS FOLLOWS:

STANDARD EQUIPMENT:
49.7 HP
TURBOCHARGED, BOBCAT 1.8L, TIER 4 DIESEL ENGINE, NON-DPF
AUTO-IDLE
AUTO-SHIFT, TWO-SPEED TRAVEL
AUXILIARY HYDRAULICS W/SELECTABLE FLOW W/ARM MOUNTED FLUSH FACE QUICK COUPLERS
CANOPY: INCLUDES-CUP HOLDER, RETRACTABLE SEAT BELT, VINYL SUSPENSION SEAT
ROLL OVER PROTECTIVE STRUCTURE (ROPS)-MEETS REQUIREMENTS OF ISO 12117-2: 2008
TIP OVER PROTECTIVE STRUCTURE (TOPS)-MEETS REQUIREMENTS OF ISO 12117:2000
FALLING OBJECT PROTECTIVE STRUCTUE (FOPS)-MEETS REQUIREMENTS OF ISO 10262
CONTOL CONSOLE LOCKS
CONTROL PATTERN SELECTOR VALVE (ISO/STD)
MINIMAL TAIL SWING
DELUXE INSTRUMENT PANEL
DOZER BLADE W/FLOAT

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	ENGINE/HYDRAULIC MONITOR W/SHUTDOWN FINGERTIP AUXILIARY HYDRAULIC CONTROL			
	CAB PLUS PACKAGE INCLUDED: CAB PLUS PACKAGE-ENCLOSED CAB W/HVAC, DELUXE INSTRUMENT PANEL W/KEYLESS START, CLOTH SUSPENSION SEAT, TRAVEL MOTION ALARM, RADIO HYDRAULIC X-CHANGE-LONG ARM HYDRAULIC CLAMP-X-CHANGE-LONG ARM-CLASS IV W/DIVERTER VALVE LONG ARM 24" MX4 XCHG TEETH 36" MX4 XCHG GRADING FINGERTIP BOOM SWING CONTROL HORN HYDRAULIC JOYSTICK CONTROLS KEYLESS START LIFT EYE RUBBER TRACKS SPARK ARRESTOR STANDARD ARM VANDALISM PROTECTION LED WORK LIGHTS X-CHANMGE ATTACHMENT MOUNTING SYSTEM TELEMATICS W/2 YEAR MACHINE IQ BASICS SUBSCRIPTION MACHINE IQ HEALTH &SECURITY TRIAL WARRANTY: 2YEARS, OR 2000 HOURS WHICHEVER COMES FIRST HB1180 HYDRAULIC BREAKER W/NAIL POINT X-CHANGE MOUNTING CAP-HB1180/HB1380/NB170 HOSE KIT-HB980/HB1180 &NB160 (LONG ARM)			
	AS REQUESTED BY 2086-PSM			

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608-8316 Tel#251-649-3892 Fax 251-649-3896	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT. .			206756.34

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 206756.34

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0154 .CAPEQUIPMT. .	206756.34	2347.24

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	206756.34	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation, GL Allocation c

Bill To	Requisition 00026778-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL - ATTN: ADAM LYNN
8420 TANNER WILLIAMS RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608-8316	AGEET@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/01/25	291912				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/01/25	SHONNDA SMITH			
	Approved	07/01/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	10/01/25	SHONNDA SMITH			
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	07/02/25	BRENDA RHODES			
	Approved	07/02/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/02/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	10/01/25	BRENDA RHODES			
	Approved	10/01/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	10/01/25	RELYA MALLORY		Auto approved by: 910511034	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/03/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/03/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/03/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/03/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/03/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6000
TRACKED COMPACT (MINI EX) EXCAVATOR

VENDOR	PERRY BROTHERS EQUIPMENT	CAPITAL TRACTOR	SUNSOUTH	THOMPSON TRACTOR	COWIN EQUIPMENT	BEARD EQUIPMENT
BRAND	Sany SY50	Kubota U55-SR3AP	Deere 60P	Caterpillar 306	Volvo ECR58	Deere 60P
DELIVERY	10 Days	30 Days	180 Days	--	80 Days	30 Days
PRICE	$71,707.32	$92,282.69	$103,378.17	$103,547.00	$107,471.03	$127,000.00

ADDENDUM

September 22, 2025

RE: CITY OF MOBILE BID #6000 FOR TRACKED COMPACT (MINI EX) EXCAVATOR

Please consider this to be Addendum to City of Mobile Bid #6000 for Tracked Compact (Mini Ex) Excavator

DELETE

Boom/Arm to have a reach of no less than 22-Feet with bucket.

REPLACE WITH

Minimum reach at ground level to be no less than 19ft.3in. measured at the hinge pin (not including any attachments to the arm).

DELETE

Digging depth no less than 10.5ft minimum.

REPLACE WITH

Minimum digging reach to be no less than 11ft.3in. measured at the hinge pin (not including attachments to the arm).

DELETE

Minimum maximum height to reach over side of truck bodies 12.5ft.

REPLACE WITH

Minimum maximum height to reach over the side of truck bodies of no less than 13ft.3in. measured at the hinge pin (not including any attachments to the arm).

DELETE

Hydraulic fluid flow no less than 23 GPM to run a breaker, 30-inch drum mulcher or 40+ inch brush cutter.

REPLACE WITH

A minimum Auxiliary Hydraulic flow rate of 20 GPM for attachments.

QUESTION

What brand is the bid based on?

ANSWER

This bid's specifications are loosely based on Bobcat B50 series line of excavators.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/lw

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	6000	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 2-3	**TRACKED COMPACT (MINI EX) EXCAVATOR** 2025 Tracked Compact Excavator (Mini Ex) as per the following and attached specifications. Make_____ Model_____ Year _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of two (2) compact excavators. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

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 Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

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	Page 3 of 3 **CONE OF SILENCE**. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Pricing to be firm for a three (3) month period following award. **TO BE AWARDED ON AN ITEM BASIS.**					
			TOTAL			

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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.

COMPACT EXCAVATOR (MINI EX) AS FOLLOWS:

45.7 HP MIMINUM

TURBOCHARGED, TIER 4 DIESEL ENGINE, NON-DPF

AUTO-IDLE

AUTO-SHIFT, TWO-SPEED TRAVEL

AUXILIARY HYDRAULICS W/SELECTABLE FLOW W/ARM MOUNTED FLUSH FACE QUICK COUPLERS

SUSPENSION SEAT

ROLL OVER PROTECTIVE STRUCTURE (ROPS)-MEETS REQUIREMENTS OF ISO 12117-2: 2008

TIP OVER PROTECTIVE STRUCTURE (TOPS)-MEETS REQUIREMENTS OF ISO 12117:2000

FALLING OBJECT PROTECTIVE STRUCTUE (FOPS)-MEETS REQUIREMENTS OF ISO 10262

CONTOL CONSOLE LOCKS

CONTROL PATTERN SELECTOR VALVE (ISO/STD)

MINIMAL TAIL SWING

DELUXE INSTRUMENT PANEL

DOZER BLADE W/FLOAT

ENGINE/HYDRAULIC MONITOR W/SHUTDOWN

FINGERTIP AUXILIARY HYDRAULIC CONTROL

-ENCLOSED CAB W/HVAC,

INSTRUMENT PANEL

KEYLESS START

CLOTH SUSPENSION SEAT, TRAVEL MOTION ALARM

BOOM TO HAVE HYDRAULIC REMOTE QUICK CHANGE COUPLER FOR ATTACHMENTS

DIVERTER VALVE FOR QUICK CHANGE

FINGERTIP BOOM SWING CONTROL

HORN

HYDRAULIC JOYSTICK CONTROLS

24" DIGGING BUCKET WITH TEETH WITH QUICK GOUPLE FITTING.

36" DITCH OR GRADING BUCKET WITH QUICK COUPLE FITTING.

HYDRAULIC CONCRETE BREAKER WITH NAIL POINT AND QUICK COUPLE FITTING.

TO HAVE HYDRAULIC THUMB ON BOOM

BOOM / ARM TO HAVE A REACH OF NO LESS THAN 22 FEET WITH BUCKET

LIFT EYE ON BOOM

RUBBER TRACKS

SPARK ARRESTOR

VANDALISM PROTECTION

LED WORK LIGHTS

TELEMATICS W/2 YEAR MACHINE ACCESS

WARRANTY: 2YEARS, OR 2000 HOURS WHICHEVER COMES FIRST

EXCAVATOR TO HAVE HARD PLUMBED HYDRAULIC LINES ATTACHED TO MACHINE WITH MIMINUM LENGHTS OF HYDRAULIC HOSE REQUIRED TO ATTACH ACCESSORIES TO THE MACHINE.

HYDRAULIC LINES SHALL BE PLACED AND ATTACHED TO MIMINIZE CHANCE OF LINES AND HOSES BEING SNAGGED

DIGGING DEPTH NO LESS THAN 10.5 FT MIMINUM

MINUINUM MAXIUM HEIGHT TO REACH OVER SIDE OF TRUCK BODIES 12.5 FT.

HYDRAULIC FLUID FLOW SHOUL DBE NO LESS THAN 23 GPM TO RUN A BREAKER, 30 INCH DRUM MULCHER OR 40+ INCH BRUSH CUTTER.

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: October 21, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales Inc for two 47-foot insulated articulated telescopic bucket trucks for Electrical Dept.

Amount of Contract:
$381,666.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Truck Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Truck Equipment Sales Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Truck Equipment Sales Inc for two 47-foot insulated articulated telescopic bucket trucks for Electrical Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $381,666.00

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 5999

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:
Lower bids did not meet minimum working height requirement.

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26526	2025	(F7000) MOTOR POOL	TWO 47FT INSULATED ARTICULATED TELESCOPIC BUCKET TRUCKS FOR ELECTRICAL DEPT (SEALED BID 5999)	$381,666.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00026526-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	AERIAL ELECTRICAL 40 FOOT INSULATED ARTICULATING TELESCOPIC DEVICE ON 4X2 CHASSIS. VENDOR TO PROVIDE 2026 INTERNATIONAL CV515 4X2 CHASSIS WITH KNEPHEIDE 6132D54-2-M BODY WITH VERSALIFT VST-47-1 AERIAL LIFT. AS PER CITY OF MOBILE BID #5999 AND YOUR QUOTE.	2.00 EACH	190833.00000	381666.00

Additional Description Notes

2025 CV515 SFA (SMALL BUCKET TRUCK) AS FOLLOWS:

CHASSIS CAB-CONVENTIONAL
DRIVE TYPE-4x2
ENGINE-DIESEL 6.6
BATTERY-12 VOLTS;750-CCA/78-AMP-HR
ALTERNATOR-350-AMP
TRANSMISSION-ALLISON AUTOMATIC
WHEELBASE-165 IN.
HEIGHT-83.0 IN
19.5" POWDER COAT STEEL RIMS W/TIRES SUITED FOR TYPE DUTY
CAB-TO REAR AXLE DIMENSION-84 IN. (2.14 M)
FRAME RESISTING BENDING MOMENT-530,000 IN-LBS.
GVWR-19,500 LBS.
GAWR (FRONT)-7,000 LBS.
GAWR (REAR)-15,500 LBS.
APPROXIMATE CURB WEIGHT FOR STABILITY-13,500 LBS.
KEYS-4 SETS FULLY FUNCTIONAL
OPERATING MANUALS-PRINT AND DIGITAL

Bill To	Requisition 00026526-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	WARRANTY INCLUDES: BUMPER TO BUMPER-3YEARS/36,000 MILES POWERTRAIN-5YEARS/100,000 MILES SAFETY RESTRAINT SYSTEM-5YEARS/60,000 MILES CORROSION-5YEARS/UNLIMITD MILES ROADSIDE ASSISTANCE-5YEARS/60,000MILES SEE ATTACHED SPECS AS REQUESTED BY 2060-TRAFFIC ENGINEERING			
1	1000.40.20.3005.2060.3005.0000.0000.45040.			381666.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 381666.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00026526-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/25	208560				MOTOR POOL

Account		Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.45040.		381666.00	39601.17
TRAFFIC ENGINEERING EXP	FLEET VEHICLES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/29/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Forward	09/16/25	JOHNNIE HARRUB	Automatic Forward to 9105paij
Queued	10/01/25	DONALD ROSE	Automatic Forward to 9105paij
Queued	10/01/25	SANDRA LEWIS	Automatic Forward to 9105paij
Queued	10/01/25	STEVEN KRONINGER	Automatic Forward to 9105paij
Queued	10/01/25	SAMANTHA COOLEY	Automatic Forward to 9105paij
Queued	10/01/25	ANNE FOLEY	Automatic Forward to 9105paij
Queued	10/01/25	JOHN PAINE	Automatic Forward to 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5999
40-FT INSULATED ARTICULATING TELESCOPIC DEVICE

VENDOR	ALTEC	ALTEC	TRUCK EQUIPMENT SALES	TRUCK EQUIPMENT SALES	TRUCK EQUIPMENT SALES	TRUCK EQUIPMENT SALES
CHASSIS	Ford F550 4x4	Ram 5500 4x4	International CV515	Ford F550	International CV515	Ford F550
AERIAL DEVICE	Altec AT40G	Altec AT40G	Versalift VST-40-I	Versalift VST-40-I	Versalift VST-47-I	Versalift VST-47-I
DELIVERY	140 Days	140 Days	180 Days	180 Days	180 Days	180 Days
PRICE	$160,788.00	$165,669.00	$182,810.00	$182,900.00	$190,833.00	$190,933.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

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Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

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09/15/2025	5999	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-4	**40 FT. INSULATED ARTICULATING TELESCOPIC DEVICE** 2025 or Newer 40 ft. Insulated Articulating Telescopic Device or 2025 or Newer 4x2 Medium Chassis as per the following and attached specifications. **CHASSIS:** Make_____ Model_____ Year _____ **BODY:** Make_____ Model_____ Vendor to provide literature and specifications on product bid. Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of two (2). You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery.					
			TOTAL			

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Email Address _____

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State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

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24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Price must include delivery FOB Mobile.

Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training.

Include cost of the title application in your price.

A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State,

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS

One (1) 40ft Insulated Articulated Telescopic Aerial Device on a Medium Duty 4x2 Chassis with the following MINIMUM specifications:

Vehicle Specifications	YES	NO	Comments
1. Chassis Cab – Conventional			*See Attached
2. Drive Type - 4x2			
3. Engine – Diesel 6.6			
4. Battery – 12 volts; 750 – cca/78-amp-hr			
5. Alternator – 350-amp			
6. Transmission – Allison automatic			
7. Wheelbase – 165.00 in.			
8. Height – 83.0 in.			
8a. 19.5" Powder Coat Steel Rims w/ tires suited for type duty.			
9. Cab-to Rear Axle Dimension – 84 in. (2.14 m).			
10. Frame Resisting Bending Moment – 530,000 in-lbs.			
11. GVWR – 19,500 lbs.			
12. GAWR (Front) – 7,000 lbs.			
13. GAWR (Rear) – 13,500 lbs.			
14. Approximate Curb Weight for Stability – 13,500 lbs.			
15. Warranty Includes:			
• Bumper to Bumper – 3 years/36,000 miles			
• Powertrain – 5 years/100,000 miles			
• Safety Restraint System – 5 years/60,000 miles			
• Corrosion – 5 years/Unlimited miles			
• Roadside Assistance – 5 years/60,000 miles			
16. Keys – 4 sets fully functional			
17. Operating Manuals – Print and Digital.			

AERIAL Dimensional Specifications			
1. Height to Bottom of Platform 43ft. 5in. (12.3 m).			
2. Working Height 48 ft 5 in (13.8 m).			
3. Stowed Travel Height 10ft 6 in (3.2 m).			

4. Weight of Lift 3,360 lbs. (1525 kg). ____ ____ _____
5. Rotation (360° Continuous). ____ ____ _____
6. Power inverter with switch in the cab. ____ ____ _____
7. Light bar with Alley light. ____ ____ _____
8. Strobe lights front/back. ____ ____ _____
9. L.E.D. Directional light bar in back. ____ ____ _____
10. 600 lb rated bucket. ____ ____ _____
11. 40ft. Platform height. ____ ____ _____
12. Tale shelf 24". ____ ____ _____
13. Total length of bins 13ft. 1 ½". ____ ____ _____
14. Last bin 23". ____ ____ _____
15. Middle bin 54". ____ ____ _____
16. Second bin 18". ____ ____ _____
17. First bin 32". ____ ____ _____
18. Hydraulic system 3000 psi. ____ ____ _____
19. One set of outriggers behind cab. ____ ____ _____

Utility Body

1. There shall be a solid frame mounted work area or tail piece to the rear of the utility body. The area will be tread plated and coated with spray in/spray on body liner. Size of tail piece is such that it will project 24" rearward past the utility body and be the width of the utility body. ____ ____ _____
2. The tailpiece shall also allow for the employer to step up to the tailpiece to access the man lift and the open area of the utility body ____ ____ _____
3. There shall be a horizontal compartment over the rear wheels of the truck____ ____ _____
4. There shall be 2 vertical compartments on the utility body, either side

of the horizontal compartments. These shall be full height of the utility body. ____ ____ _____

5. All compartments shall be provided with full height tracks for shelving from bottom to top. Forward vertical compartments shall be no less than 18" wide and the rearward vertical compartment no less than 23" wide. ____ ____ _____

6. Utility body shall have spray in liner shall coat the following areas: tops of the utility body compartments, inside the center of the utility body, sides up to the top, floor and the inside of the tailgate (if so exists on the body). ____ ____ _____

7. There shall be inside of the utility body in all four (4) corners of the body floor, drain holes no less than one (1) inch in diameter. ____ ____ _____

Compartment Locking

1. There shall be a single point to lock and secure the compartment on each side. This locking point can be on the rear of the utility body. ____ ____ _____

2. The locking point will have a place for a padlock and a handle large enough for use by a gloved hand. Compartment door latches shall AERIAL be slam latch type with paddle handles. ____ ____ _____

Manlift

1. Manlift shall have a maximum height of not less than 40'. ____ ____ _____

2. Manlift basket shall be INSULATED ____ ____ _____

3. Manlift basket shall pivot 90 degrees to one side of the centerline of boom and 80 degrees to the opposite of the centerline of the boom. ____ ____ _____

Trailer Hitch

1. There shall be a 2" receiver type trailer hitch mounted to the frame of the truck. ____ ____ _____

Emergency Warning Lights

1. There shall be a full LED light bar on the cab roof, with hook on mounting, permanent mount will not be acceptable. Light bar will flash yellow/amber to the front, sides and rear. There shall be alley lights to the sides and work/takedowns to the front. ____ ____ _____

2. On the rear upper corners of the utility body, there shall be 360 degree amber beacons. ____ ____ _____

3. There shall be LED four (4) corner lights mounted in the corners of the vehicle, two (2) in the front and two (2) mounted into the rear body. The rear corner LEDs shall be recessed into the vehicle body. The forward facing corner LEDs will not be placed in the headlight or parking light fixtures or enclosures, they shall be separate standalone light fixtures._ ____ ____ _____

4. There shall be a LED amber traffic directing light bar mounted on the rear of the utility body. The traffic directing light bar shall go across the entire width of the rear of the vehicle body. ____ ____ _____

5. Each of the emergency warning light functions is to be individually switched. There shall be a lighting control box, Example Whelen SW10 that allows for individual switching as well as a master control to control all lights at the same time on/off. ____ ____ _____

6. There shall be a 4" x 6" amber LED flashing light at the rear axle area mounted into the utility body. Flash perpendicular to the body. ____ ____ _____

7. There shall be amber LED 360 degree light mounted either side of the man lift that rotates with the aerial boom. The lights shall be mounted to the boom mechanism and move with the boom. ____ ____ _____

Rear Vehicle Lighting

1. Mounted into the tail piece shall be the required ICC/DOT required lights stop, turn, backup, marker light, as well as, the Amber Traffic Director Lightbar. ____ ____ _____

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: October 21, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales, Inc. for one 2026 International CV515SFA 4x4 crew-cab winch and service truck for Urban Forestry.

Amount of Contract:
$146,049.00

Funding Source
General fund.

ATTACHMENTS:
1. 20251001 Truck2 Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 2025 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Truck Equipment Sales, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Truck Equipment Sales, Inc. for one 2026 International CV515SFA 4x4 crew-cab winch and service truck for Urban Forestry.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $146,049.00

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 5992

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

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 Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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
26439	2025	(F7000) MOTOR POOL	2026 INTERNATIONAL CV515SFA 4X4 CREW-CAB WINCH AND SERVICE TRUCK FOR URBAN FORESTRY (SEALED BID 5992)	$146,049.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FORESTRY WINCH AND SERVICE TRUCK CABLE PLACER PTO/TRANSMISSION FUNCTIONALITY STANDARD PARKING BAKE MACHINE INTERLOCK FRONT MOUNTED HYDRAULIC WINCH CUSTOM OPTION 1 WINCH CABLE W/SHACKLE, IWRC 6X36, 1/2 INCH DIA, 200 FT L WINCH CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED), ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) hYDRAULIC CAPSTAN, BRADEN PCD24B, 30 GPM, 4000 LBS, BUMPER PACKAGE W/TWO (2) TOOL BOXES CAPSTAN CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED), ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) CUSTOM FLATBED CROSSMEMBER HEIGHT PVC CANISTER KIT 5 LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T) VISE, UTILITY, 6.5 JAW W/5.5 OPENING PIPE JAWS W/REPLACEABLE JAWS AND SWIVEL BASE (WILTON #11128) REMOTE SPOT LIGHT, LED, PERMANENT MOUNT, W/PROGRAMMABLE WIRELESS REMOTE (GO-LIGHT #30004ST) UPFITTER SWITCHES, DODGE (SUPPLIED W/CHASSIS) ONE EMERGENCY STOP	1.00 EACH	146049.00000	146049.00

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	LOCATED AT GROUND LEVEL INSTALLED AT THE REAR OF THE VEHICLE WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL CHASSIS SPECIFICATIONS 4x4 DRIVE TRAIN CREW CAB 84 INCH CA 19,500LB GVWR 7,000LB FRONT GAWR 14,706LB RAWR AUTOMATIC TRANSMISSION DIESEL ENGINE 6.6 LITER VENDOR TO PROVIDE 2026 INTERNATIONAL CV515SFA CREW CAB AND CHASSIS AS PER CITY OF MOBILE BID #5992 AND YOUR QUOTE			
	Additional Description Notes			

	F350 TRUCK-CANDY SUPPORT TRUCK AS FOLLOWS:			
	UNIT/BODY SPECIFICATIONS: STANDARD PUMP FOR PTO CABLE PLACER PTO/TRANSMISSION FUNCTIONALITY STANDARD PARKING BAKE MACHINE INTERLOCK FRONT MOUNTED HYDRAULIC WINCH CUSTOM OPTION 1 WINCH CABLE W/SHACKLE, IWRC 6X36, 1/2 INCH DIA, 200 FT L WINCH CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED), ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) hYDRAULIC CAPSTAN, BRADEN PCD24B, 30 GPM, 4000 LBS, BUMPER PACKAGE W/TWO (2) TOOL BOXES CAPSTAN CONTROLS, DUAL LOCATION (IN-CAB AND REMOTE MOUNTED),ELECTROHYDRAULIC, SINGLE AXIS CONTROL LEVER (METERABLE) CUSTOM FLATBED CROSSMEMBER HEIGHT			

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	PVC CANISTER KIT OPTION 1 5 LB FIRE EXTINGUISHER W/LIGHT DUTY BRACKET SHIPPED LOOSE (AMEREX #B402T) VISE, UTILITY, 6.5 JAW W/5.5 OPENING PIPE JAWS W/REPLACEABLE JAWS AND SWIVEL BASE (WILTON #11128) REMOTE SPOT LIGHT, LED, PERMANENT MOUNT,W/PROGRAMMABLE WIRELESS REMOTE (GO-LIGHT #30004ST) MULTI-POINT GROUNDING SYSTEM GROUNDING LUG, COPPER, U-SHAPED, THREADED UPFITTER SWITCHES, DODGE (SUPPLIED W/CHASSIS) ONE EMERGENCY STOP LOCATED AT GROUND LEVEL INSTALLED AT THE REAR OF THE VEHICLE STANDARD ALTEC WARRANTY: ONE (1) YEAR PARTS, ONE (1) YEAR LABOR, NINETY (90) DAYS TRAVEL AND LIMITED LIFETIME STRUCTURAL SPECIAL FLEET NON-CARB REGISTERED STATE CHASSIS SPECIFICATIONS DODGE RAM 5500 4x4 DRIVE TRAIN CREW CAB 84 INCH CA 19,500LB GVWR 7,000LB FRONT GAWR 14,706LB RAWR CUMMINS 6.7L TURBO DIESEL (DODGE) AISIN AS69RC AUTOMATIC TRANSMISSION NO EPA CLEAN IDLE CERTIFICATION REQUIRED AS REQUESTED BY 2018-URBAN FORESTRY			
1	1000.40.20.2070.2090.2070.0000.0000.45040.			146049.00

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 146049.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.45040.		
	146049.00	39601.17
SANITATION EXP	FLEET VEHICLES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	09/30/25	JOHN PAINE	GL Allocation changed
Approved	10/01/25	MATTHEW ANDERSON	NA
Approved	10/01/25	SHONNDA SMITH	Auto approved by: 910516584
Approved	10/01/25	CHERI BOUCHER	Auto approved by: 910516584
Approved	06/25/25	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	06/25/25	SHONNDA SMITH	
Approved	06/25/25	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00026439-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: ADAM LYNN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	208560				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/01/25	MATTHEW ANDERSON			
	Approved	10/01/25	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	10/01/25	CHERI BOUCHER		Auto approved by: 910516584	
	Forward	09/16/25	JOHNNIE HARRUB		Automatic Forward to 9105paij	
	Approved	10/01/25	DONALD ROSE		Auto approved by: 9105paij	
	Approved	10/01/25	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	10/01/25	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	10/01/25	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	10/01/25	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5992
FORESTRY WINCH AND SERVICE TRUCK

VENDOR	Truck Equipment Sales	Altec	Altec
TRUCK	International CV515 SFA 2026	Ram 5500 2024 Model	Ram 5500 2026 Model
BODY	Per Vendor Custom	FBT5-1440	FBT5-1440
DELIVERY	120 Days	45 Days	190 Days
PRICE	$146,049.00	$153,230.00	$168,080.00

ADDENDUM

September 22, 2025

RE: CITY OF MOBILE BID #5992 FOR FORESTRY WINCH AND SERVICE TRUCK

Please consider this to be Addendum to City of Mobile Bid #5992 for Forestry Winch and Service Truck.

The following questions have been asked on the Forestry Winch and Service Truck. Here are the questions and answers.

Cable Placer PTO/Transmission Functionality

QUESTION: Clarify "Cable Placer PTO" No cable placer installed

ANSWER: Cable Placer Required

Front Mounted Hydraulic Winch

QUESTION: Winch rating required?

ANSWER: Front Mounted Hydraulic Winch to be 10-Ton Rated

144-Inch Steel Flatbed Body with 9/64" with (1o gauge) Smooth Galvanneal Floor

QUESTION: Paint black or white?

ANSWER: Black

Install 2 PVC Canasters Between Body & Chassis Opening in Back

QUESTION: Cannister length? Cannister diameter? Mounted vertically or horizontally?

ANSWER: See Drawing.

100-Gallon Fuel Transfer Tank with Electric Pump

QUESTION: Tank location? Pump GPM?

ANSWER: See Drawing. 12-Volt pump to be less than 10-GPM.

One (1) 36" x 36" Pass Through Box (length to be entire length of body)

QUESTION: Steel or Aluminum?

ANSWER: Aluminum

Two (2) 48" Boxes mounted on top of body beside Pass Through Box on SS and CS
One (1) 36" Box mounted under body on SS front.

QUESTION: Steel or Aluminum?
ANSWER: Aluminum

Remote Spot Light, LED Permanent Mount with Programmable Wireless Remote (go-light #30004ST)

QUESTION: Mounting location?
ANSWER: To be decided prior to construction.

Delete: "Multi-Point Grounding System"

Delete: "Grounding Lug, Copper, U-Shaped, threaded one mounted on front bumper one mounted on the CS rear"

One (1) Emergency Stop located at ground level installed at the rear of the vehicle, Back-Up Camera

QUESTION: To stop winch? Or to stop truck engine?
ANSWSER: To kill the engine

Delete: "City to provide samsara unit"

Install Wil-Ro Ladder Rack Body

QUESTION: Please clarify: Is ladder rack to be included? If so, specify design, length, size.
ANSWER: See drawing. Ladder rack to be provided and installed.

Apply non-skid coating (black) to all walking surfaces.

QUESTION: White also specified. Black or White?
ANSWER: Black

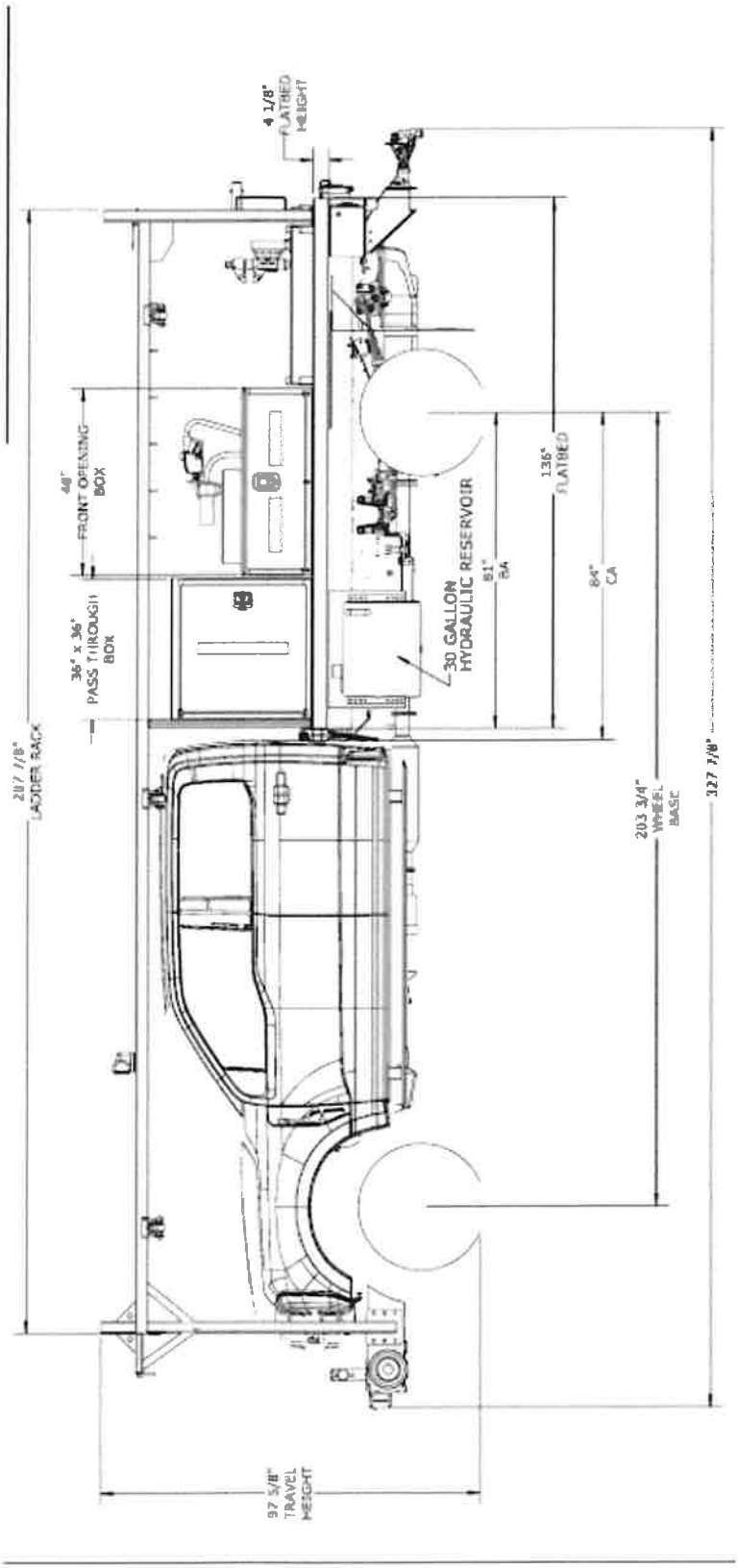
QUESTION: To include box tops?
ANSWER: Yes

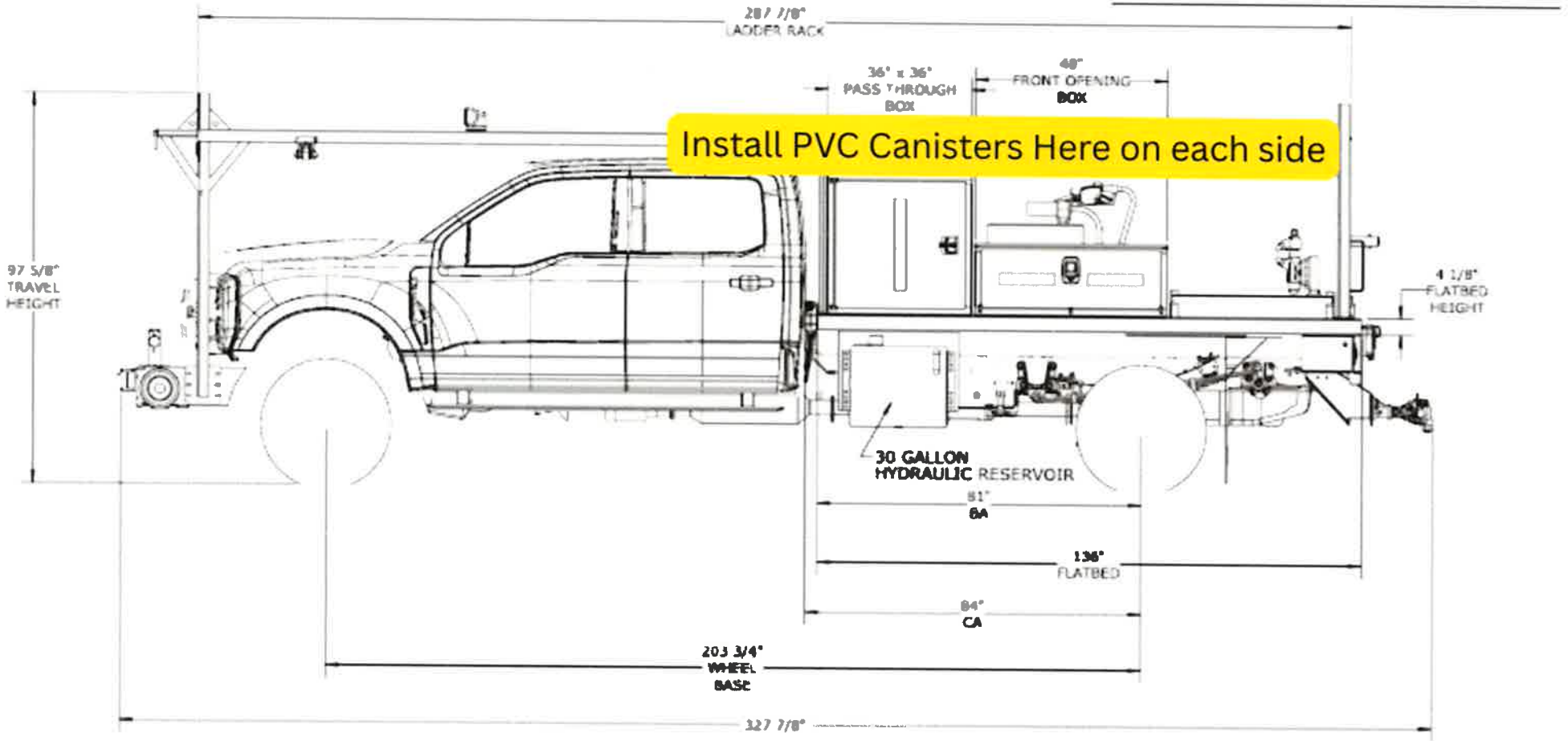
QUESTION: Coating on tops of boxes? If so, what color?
ANSWER: Yes; Black

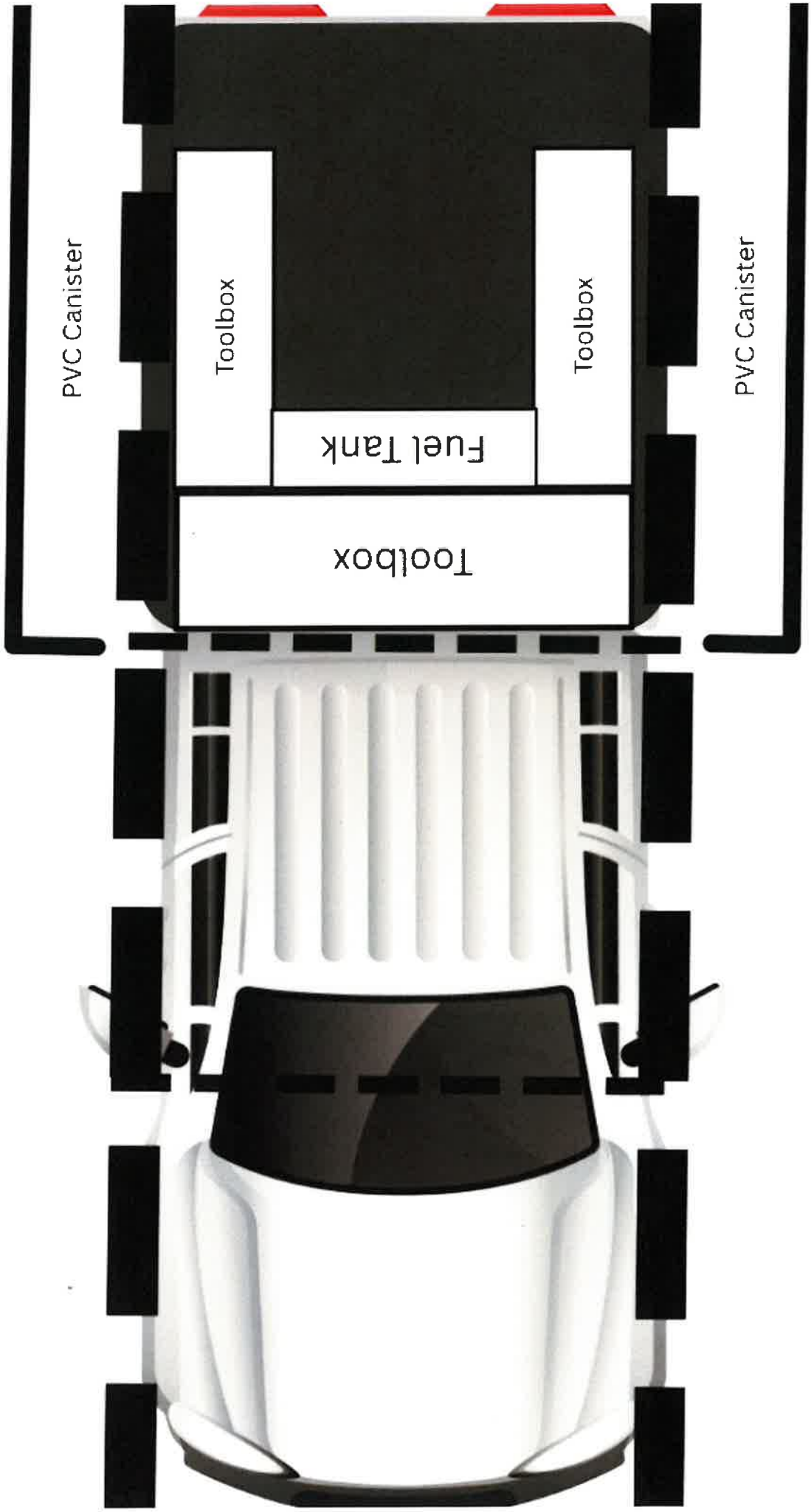
Attached are drawings specifying locations.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile


4 1/8"
FLATBED
HEIGHT
40"
FRONT OPENING
BOX
36" x 36"
PASS THROUGH
BOX
30 GALLON
HYDRAULIC RESERVOIR
81"
BA
136"
FLATBED
84"
CA
287 7/8"
LADDER RACK
203 3/4"
WHEEL
BASE
327 7/8"
97 5/8"
TRAVEL
HEIGHT


287 7/8"
LADDER RACK
36" x 36"
PASS THROUGH
BOX
48"
FRONT OPENING
BOX
Install PVC Canisters Here on each side
97 5/8"
TRAVEL
HEIGHT
4 1/8"
FLATBED
HEIGHT
30 GALLON
HYDRAULIC RESERVOIR
81"
BA
136"
FLATBED
84"
CA
203 3/4"
WHEEL
BASE
327 7/8"


PVC Canister
Toolbox
Toolbox
PVC Canister
Fuel Tank
Toolbox

PVC Canister
Toolbox
Toolbox
PVC Canister
Fuel Tank
Toolbox
winch

CHEVROLET

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/15/2025	5992	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**FORESTRY WINCH AND SERVICE TRUCK** 2025 OR NEWER FORESTRY WINCH AND SERVICE TRUCK as per the following and attached specifications. MAKE: _____ MODEL: _____ YEAR: _____ Quote delivered pricing FOB Mobile. Upon award, the City will purchase a minimum of one (1) forestry winch and service truck. You may bid using cooperative pricing, but price must be firm. City will not change or adjust pricing upon delivery. Price must include delivery FOB Mobile. Price must include a minimum of eight (8) hours training for maintenance of machine and for operation training. Include cost of the title application in your price. A cone of silence is in effect on this bid. DO NOT contact City employees with questions. All questions must be emailed to purchasing@cityofmobile.org. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request Page 3 of 3for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for a three (3) month period following award.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CHASSIS SPECIFICATIONS AS FOLLOWS:

Chassis 2025 Model Year

Dual Rear Wheel

4x4 DRIVE TRAIN

CREW CAB: Full Double cab with (4) four full length doors

Chassis: white

Running Boards

Skid Plate

Side Mirrors, Power Adjusting, Manual Folding, Non-Telescopic with Heated Glass

Cruise Control

12V DC Power Outlet

Air Conditioning

Backup Camera

Keyless Entry

Power Door Locks

Power Windows

Tilt Steering Wheel

84 IN CA

19,500 LB GVWR

7,000 LB Front GAWR

14,706 LBRAWR

Cummins 6.5L Diesel

Automatic Transmission

4.44 Axle Ratio

Hydraulic Brakes

Park Brake in Rear Wheels

Vinyl Split Bench Seat

UNIT AND HYDRAULIC ACC.

Hydraulic Reservoir, 30 Gallon, Service Body

Pump for PTO

Hot Shift PTO

Cable Placer PTO/Transmission Functionality

Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable

Front Mounted Hydraulic Winch

Front Hydraulic Braden Winch Bumper with Capstan on CS ALTEC TO supply

Winch to have 200 Foot of Yankum Rope or equal-NO STEEL CABLE

Winch controls, Dual Location (in-cab and remote mounted), Electrohydraulic, Single Axis Control Lever (Meterable)

Bumper Package with two (2) toolboxes in bumper

Capstan Controls, Dual Location (in-cab and remote mounted) Electrohydraulic, Single Axis Control Lever (meterable)

BODY

Body to be 12Ft long with 96" window

Paint to be white

144 inch steel flatbed body with 9/64" with (10 gauge) smooth Galvanneal Floor

Body to have Retaining Boards

BODY AND CHASSIS ACCESSORIES

Install 2 PVC canasters between body and chassis opening in back

5 LB Fire Extinguisher with Light Duty Bracket Shipped Loose (Amerex #B402T)

Triangular Reflector Kit (contains 3 Reflectors)

Vinyl Maual pouch for strage of all operator and parts manuals

Utility 6.5 Jaw with 5.5 Opening Pipe Jaws with Replaceable Jaws and Swivel base (Wilton # 11128)

100 gallon fuel transfer tank with electric pump

One (1) 36"x36" pass through box (length to be entrie length of body)

Two (2) 48" box mounted on top of body beside pass through box on SS and CS

One (1) 36" box mounted under body on SS front

4-corner strobes, amber, LED two (2) surface mounted lights in rille, two (2) round lights at rear LED to be rated Class 1 or Class A

Remote Spot Light, LED Permanent Mount with programmable wireless remote (go-light #30004ST)

Multi-point grounding System

Grounding Lug, Copper, U-shaped, threaded one mounted on front bumper one mounted on the CS rear

Upfitter switches

One(1) emergency stop located at ground level installed at the rear of the vehicle

Back up camera

City to provider Pike radio and samsara unit

FINISING DETAILS

Install Wil-Ro ladder rack body

Platform headboard solid 10G650A Flush Mount Expanded Metal Window

Bed and underbody painted black

Apply non-skid coating (black) to all walking surfaces

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: October 21, 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 Vector Solutions, Inc., for annual renewal of Vector Solutions personnel training, qualification, & evaluation and equipment inspection software services for MFRD.

Amount of Contract:
$76,699.62

Funding Source
General fund.

ATTACHMENTS:
1. 20251006 Vector Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 October 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 Vector Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vector Solutions, Inc., for annual renewal of Vector Solutions personnel training, qualification, & evaluation and equipment inspection software services for MFRD. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $76,699.62

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor 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, purchase orders 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
2444	2026	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF VECTOR SOLUTIONS PERSONNEL TRAINING, QUALIFICATION, & EVALUATION, AND EQUIPMENT INSPECTION SOFTWARE SERVICES FOR MFRD (BID EXEMPT AS SOFTWARE)	$76,699.62	(295501) VECTOR SOLUTIONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE.			
	THIS IS A TRAINING SOFTWARE.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
	PREVIOUSLY TARGETSOLUTIONS.			
001	SOFTWARE RENEWAL, INCLUDES	40.00	182.54000	7301.60
	UPDATES AND MAINTENANCE.	EACH		
	Additional Description Notes			
	SOFTWARE: ANNUAL RENEWAL			
	Vector Check It - Vehicles Apparatus			
	Per renewal notice			
	Vendor Item			
	Inventory Item/Loc 1719			
1	1000.30.15.1510.1510.1510.0000.0000.42115.			7301.60
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Vector LMS, TargetSolutions Edition - Maintenance Fee; Annual maintenance of Vector LMS, TargetSolutions Edition Per renewal notice Vendor Item Inventory Item/Loc 1719	1.00 EACH	395.00000	395.00
	1 1000.30.15.1510.1510.1510.0000.0000.42115.			395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE.	27.00 EACH	91.27000	2464.29

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes --- Vector Check It - Fire/EMS Vehicles Vehicles Per renewal notice Vendor Item Inventory Item/Loc 1719			
1	1000.30.15.1510.1510.1510.0000.0000.42115.			2464.29
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE.	490.00 EACH	102.29000	50122.10
	Additional Description Notes --- Vector LMS, TargetSolutions Edition Premier Membership Training management for public entities and professionals Per renewal notice Vendor Item Inventory Item/Loc 1719			

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.42115.			50122.10

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

005	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Vector LMS, TargetSolutions Edition - Online Training Package Admin Per renewal notice Vendor Item Inventory Item/Loc 1719	41.00 EACH	43.47000	1782.27
1	1000.30.15.1510.1510.1510.0000.0000.42115.			1782.27

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Vector Evaluations+ Vector Evaluations+ for web and mobile Per renewal notice Vendor Item Inventory Item/Loc 1719	531.00 EACH	27.56000	14634.36
1	1000.30.15.1510.1510.1510.0000.0000.42115.			14634.36

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 76699.62

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42115.	76699.62	3041026.35
FIRE ADMINISTRATION EXP SOFTWARE COSTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/03/25	DONALD ROSE	Auto approved by: 9105fola
Approved	10/03/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/03/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/03/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/03/25	ANNE FOLEY	
Approved	10/03/25	JOHN PAINE	Auto approved by: 9105fola
Approved	10/03/25	ANNE FOLEY	Auto approved by: 9105fola

Bill To	Requisition 00002444-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/25	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution HIP year 2

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: _____

WHEREAS, the City Council determined through Resolution 09-902 on September 27, 2024 that it is wise, expedient, and necessary to facilitate neighborhood revitalization through the acquisition, construction and rehabilitation of residential, mixed-use, commercial, and public projects; and,

WHEREAS, in addition, the City Council through Resolution 09-902 identified a public need for affordable, attainable and/or workforce housing due to the unprecedented nationwide increase in housing costs and that the expenditure of funds through a revolving fund will serve a valid and sufficient public purpose and named the revolving fund the Housing Improvement Plan Enterprise Fund; and,

WHEREAS, the City Council in its identification of the public need and declaration of public purpose above, includes the allowance of participation by certified police department personnel, certified fire department personnel, and current certified elementary, primary, middle, and high school educator personnel as part of the stabilization plan for the Housing Improvement Plan areas of investment; and,

WHEREAS, the City of Mobile continues to seek and promote local economic and commercial development of the City; to promote the expansion and retention of business enterprise within the City; to increase employment in the City, especially for those residing in the City; to promote and develop for the public good and welfare, commerce, industry, and employment opportunities in the City; to increase tax revenue base of the City and property values of the City; and to promote the convenience, order, prosperity and welfare of its citizens. The increased revenues, additional economic activity, creation of new jobs and other benefits will directly benefit the City; and,

WHEREAS, within the Housing Improvement Plan, the acquisition of vacant and blighted properties; the stabilization of existing structures; and the construction of houses, either by the City directly or through the use of public-private partnerships; and, the sale of said properties will serve a public purpose by returning under-utilized land to productive use, leverage ongoing capital investments, and providing housing; and,

WHEREAS, the City finds the Housing Improvement Plan to be beneficial to the people of the City to such an extent as to fully warrant and justify the appropriation of City funding and support contemplated herein;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that $1,000,000 from General Funds within the Mayor's Office for the purpose of funding operations for the Housing Improvement Plan and $500,000 from Council District 2

Capital Funds for use on capital improvements within the plan target area located in District 2 are authorized to be moved to the Housing Improvement Plan Enterprise Account; those funds moved from Council Capital Funds being subject to coordination requirements between the Councilor of the District and Mayor as outlined in Resolution 09-902 and authorizing any requirements related to this coordination;

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to utilize the Housing Improvement Plan Enterprise Fund to create and administer a comprehensive program to redevelop neighborhoods for the end purpose of providing additional affordable and/or workforce units of housing within the City of Mobile. This authorization extends to the additional hiring of personnel within the Neighborhood Development Department to administer this program. The Mayor, or his designee, is further authorized to acquire and dispose of land and/or execute Subrecipient Agreement, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City for the purpose described for the Fund.

Adopted:

_____

Lisa C. Lambert, City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Scott Collins, Executive Director of Finance

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Transfer Capital Reserve Fund and Close Out Inactive Capital Account

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Budget Admendment Resolution - Hur Reserve tp Cap Reserve
2. Budget Admendment Resolution - Hur Reserve tp Cap Reserve

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile has funds remaining in a capital project account entitled “Hurricane Reserve” and that account has had no activity since 2018; and

WHEREAS, the City of Mobile also has a capital project account entitled “Capital Reserve”; and

WHEREAS, the duplication of these “reserve” accounts and the 2025 creation, by ordinance, of the general fund reserve account makes it reasonable to close the capital “Hurricane Reserve” account and transfer those available funds to the “Capital Reserve” account; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer the total available balance of $940,376.59 in capital project C0006, Hurricane Reserve, to capital project C0116, Capital Reserve, and close out capital project C0006, Hurricane Reserve.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile has funds remaining in a capital project account entitled “Hurricane Reserve” and that account has had no activity since 2018; and

WHEREAS, the City of Mobile also has a capital project account entitled “Capital Reserve”; and

WHEREAS, the duplication of these “reserve” accounts and the 2025 creation, by ordinance, of the general fund reserve account makes it reasonable to close the capital “Hurricane Reserve” account and transfer those available funds to the “Capital Reserve” account; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer the total available balance of $940,376.59 in capital project C0006, Hurricane Reserve, to capital project C0116, Capital Reserve, and close out capital project C0006, Hurricane Reserve.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Scott Collins, Executive Director of Finance

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Transfer Capital Funds to DIP Community Center Project

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Budget Admendment Resolution - Capital Reserve to DIP Community Center
2. Budget Admendment Resolution - Capital Reserve to DIP Community Center

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, capital project C0855, entitled DIP Community Center, currently has an unencumbered available balance of approximately $1,130,000; and

WHEREAS, this is an active multi-phase project that will require additional funding to complete; and

WHEREAS, the transfer described in this resolution will provide additional funding for phase one demolition and phase two renovations of the community center; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer $2,000,000 from capital project C0116, Capital Reserve, to capital project C0855, DIP Community Center.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, capital project C0855, entitled DIP Community Center, currently has an unencumbered available balance of approximately $1,130,000; and

WHEREAS, this is an active multi-phase project that will require additional funding to complete; and

WHEREAS, the transfer described in this resolution will provide additional funding for phase one demolition and phase two renovations of the community center; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following actions, amendments, reallocations, appropriations and transfers be made:

Transfer $2,000,000 from capital project C0116, Capital Reserve, to capital project C0855, DIP Community Center.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc
Karen Poth

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with Benjamin Victor Studios, Inc. to design, model, cast, finish, deliver, and oversee installation of 125% life-size statue of Jimmy Buffett for the National Maritime Museum of the Gulf.

Amount of Contract:
NTE $220,000.00

Funding Source
TIFF.

ATTACHMENTS:
1. Agenda Package Contract Buffett Mobile100v2

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: October 14, 2025 (Date) Item No. _____

Submitted by: National Maritime Museum of the Gulf (Department) Karen Poth (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Joe Snowden (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Benjamin Victor Studios, Inc.

PURPOSE & SCOPE OF PROJECT:

Contract with Benjamin Victor Studios, Inc. to design, model, cast, finish, deliver, and oversee installation of 125% life-size statue of Jimmy Buffett for the National Maritime Museum of the Gulf TIFF

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $220,000

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): _____

How many bidders submitted bids (if applicable): _____

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Benjamin Victor Studios, Inc., in an amount not to exceed $220,000, as appropriated funds are available, to design, model, cast finish, deliver and oversee installation of a sculpture of Jimmy Buffett for the National Maritime Museum of the Gulf, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

ALABAMA

NON-CONSTRUCTION
PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date on which the last party executes this agreement (the "Effective Date"), by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Benjamin Victor Studios, Inc, 10619 W. Victory Road, Boise, ID 83709, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in life-size bronze sculpture; and

WHEREAS, the City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality, especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES/ SCOPE

A. The professional services to be performed by the Contractor under this Agreement ("Services") for City of Mobile are to provide the following:
Contractor shall design, model, cast, finish, deliver, and (if requested by City) oversee installation of one (1) 125% life-size bronze sculpture of Jimmy Buffett with guitar; pair of flip-flops, separate (**Exhibit A**). Deliverables/acceptance: (a) concept sketch(s); (b) maquette; (c) full-size clay; (d) mold/bronze casting; (e) patina/finish; (f) installation instructions & maintenance guide; (g) as-installed photo log. City approval is required at (a)–(c) before proceeding.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to the "City Project Manager," who will be the Director, National Maritime Museum of the Gulf of Mexico, or her designated representative, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Two hundred twenty thousand dollars **[$220,000.00]** for the entire Project in accordance with **Exhibit C** Fee Schedule attached hereto and incorporated herein, upon the completion and acceptance thereof by the City Project Manager, who will be the Director, National Maritime Museum of the Gulf of Mexico, subject to annual appropriation and compliance with this Agreement.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by the City upon receipt of the Contractor's invoice and written approval of same by the City's Project Manager, indicating that services have been rendered in conformity with this Contract. The "City Project Manager" will be the Director, National Maritime Museum of the Gulf of Mexico, or her designated representative.

B. The Contractor's invoices shall be in a form satisfactory to the Project Manager who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

C. Proper invoice must reference the applicable **Exhibit C** fee schedule, include evidence of City acceptance for that milestone, and be submitted Net 30. City may withhold disputed portions pending resolution.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

C. Design changes requested by City after milestone approval require a written amendment with fee/time adjustments. Contractor must obtain written City approval before incurring costs.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law,

regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

A. Contractor shall procure and maintain insurance as specified in Exhibit E, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

B. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
Employer's Liability with limits of not less than:

1. Bodily Injury by Accident $1,000,000 Each Accident
2. Bodily Injury by Disease $1,000,000 Policy Limit
3. Bodily Injury by Disease $1,000,000 Each Employee

Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

C. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. $2,000,000 Products/Completed Operations aggregate
3. $1,000,000 Personal and Advertising Injury per person/organization
4. $2,000,000 General Aggregate Limit per Project

D. AUTOMOBILE LIABILITY INSURANCE

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

E. COMMERCIAL UMBRELLA LIABILITY INSURANCE

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

F. FINE ARTS AND INLAND MARINE INSURANCE

Contractor shall also obtain Fine Arts and Inland Marine Insurance which covers the sculpture from the studio and through the final delivery location. Such insurance shall cover, at a minimum, the value of the sculpture and its replacement cost at each stage of work.

G. PROFESSIONAL LIABILITY INSURANCE

1. Projects $0 - $1,000,000 — $1,000,000/$2,000,000 annual aggregate
2. Projects over $1,000,000 — to be determined by Owner

City is not required to be an additional insured for the purposes of professional liability insurance.

H. CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractors shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of

Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

I. ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Contractor, Owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

J. INSURANCE REQUIREMENT FOR SUBCONTRACTORS

Contractor shall ensure that its Subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subcontractors entering the site.

K. CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the

Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

L. WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties. Force majeure extends deadlines but does not create entitlement to payment for unperformed work.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the

Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon fourteen (14) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

F. In any conflict with Artist proposals/forms, this Agreement controls; no 'non-refundable deposits' apply. City pays only for work accepted up to the effective termination date.

XII. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. No arbitration. Any artist form terms to the contrary are void.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. LICENSE

A. Contractor grants to the City an irrevocable, royalty-free license, and worldwide right to photograph, film, video, or otherwise reproduce images of the Commissioned Sculpture for awards, publications, publicity, promotion, research, and other uses.

B. City grants Contractor a non-exclusive, royalty-free license to photograph and use images of the Commissioned Sculpture for awards, publications, publicity, promotion, research, and other uses. City may reproduce two-dimensional (2D) images for any civic purpose; no three-dimensional (3D) reproductions will be made without Artist's written consent.

C. Contractor maintains full and sole copyright to the reproduction of the sculpture in three-dimensional form. The sculpture shall not be reproduced in physical form without the written consent of the Contractor, and any reproduction by anyone other than the Contractor is strictly prohibited.

XIV. WARRANTY:

A. Contractor warrants that the Commissioned Sculpture under normal use and service will be free from material defects in materials and workmanship.

B. Contractor warrants that the materials furnished and work performed in conjunction with the creation of the Commissioned Sculpture will be free from defects due to defective materials or workmanship for a period of one year from the date of delivery to the City.

C. Contractor to repair at its expense for defects reported within one year. Such defects may include bronze alloy standard (e.g., silicon bronze), foundry quality, patina stability, and anchoring hardware.

XV. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is The Maritime Museum Executive Director, or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or recognized overnight courier and email-with-copy, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Ms. Karen Poth
Maritime Museum Executive Director
National Maritime Museum of the Gulf
155 Water Street
Mobile, AL 36602

CONTRACTOR:
Benjamin Victor Studios, Inc.
c/o Ben Victor
As: CEO
10619 W. Victory Road
Boise, ID 83709

With a Copy to:
(which does not constitute notice)
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in The Maritime Museum Executive Director, the Director's Representative, or the Contractor's Representative will be promptly communicated by the party making the change.

XVI. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XVII. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVIII. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XIX. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XX. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXI. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXIII. SUPREMACY

A. Supremacy of City Agreement. Contractor proposals, quotes, invoices, or form agreements (including any attached Artist terms) are for scope description only. No terms or conditions therein modify this Agreement, and any conflicting or additional terms are void unless a City-executed amendment expressly states otherwise.

XXIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

P. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Q. 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.

R. 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.

S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XXIV. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR
Benjamin Victor Studios, Inc.,
By: Ben Victor as CEO
Date: 9/9/2025

State of Idaho }
County of Ada }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Ben Victor whose name as CEO of Benjamin Victor Studios, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me that he, as such officer, executed the foregoing Agreement voluntarily on behalf of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 9th day of September, 2025

Notary Public
Print Melissa Mrsic
My commission expires: April 25th 2030 (Seal)

MELISSA MRSIC
Notary Public - State of Idaho
Commission Number 20241449
My Commission Expires Apr 25, 2030

CITY OF MOBILE
By: _____
William S. Stimpson, Mayor
Date: _____

ATTEST:

_____

Exhibit A – Concept & Site

Estimated finished dimensions of the statue will be: 7'6" tall x 4' wide x 4 deep

Estimated Weight: 800 lbs

Anchoring Pattern: TBD depending on the placement of the foot of the sculpture. The bolts will thread directly into the foot of the sculpture, hidden on the underside, inside the sculpture under the foot that is touching the ground. The bolt pattern and size is to be determined, but it will most likely be three (3) ¾" nuts welded into cross members inside the bottom of the foot and then three (3) 8" threaded rods which are threaded into the nuts for installation into corresponding holes in the concrete footing provided at the site. Alternate placement or structure will be provided by the artist upon site review and upon foundry review of the clay sculpture to determine the exact pattern and size of bolts and nuts.

The below illustration shows the approximate location of the statue on the waterfront side of the National Maritime Museum.

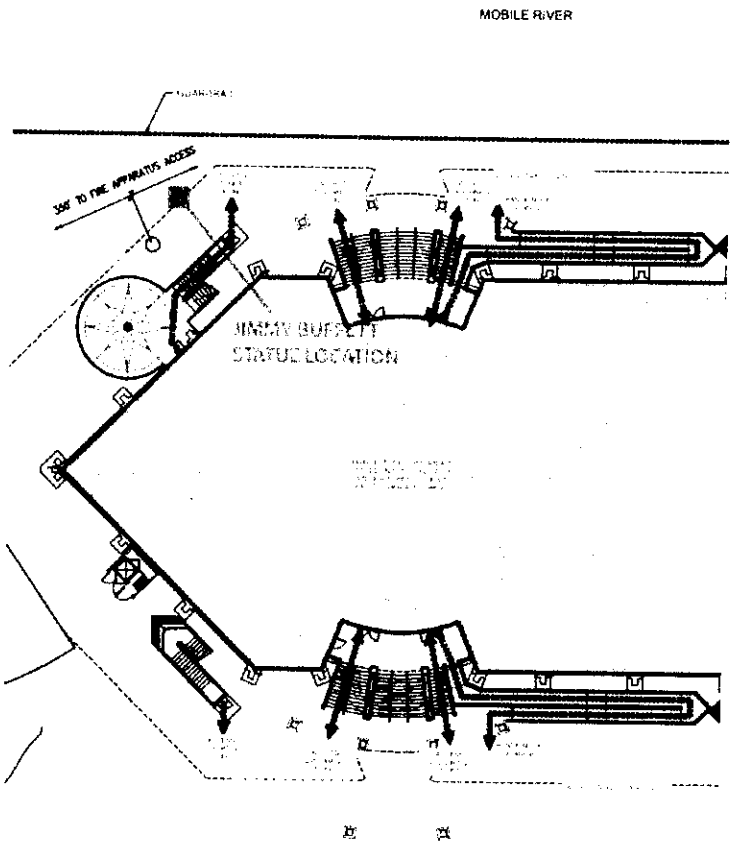


Exhibit B – Project Schedule (milestones & days to review)

The city will have 5 business days per submittal for review. Extensions may be requested due to Buffett Family schedule. Sculptor will proceed only after written approval is given from the city.

Artist Timeline – Jimmy Buffett

Phase 1: Design, Approval & Engineering (2 Months, July – August 2025)
- July 2025 – Finalize concept sketches, pose, and details in consultation with the committee
- August 2025 – Create and refine a small-scale maquette (12"-24" model)
- Late August 2025 – Committee review and approval of the maquette

Phase 2: Full-Size Clay Model & Refinements (6-7 Months, September 2025 – March 2026)
- September 2025 – Begin sculpting the life-size clay model
- October 2025 – January 2026 – Detailed refinement of likeness, pose, and gestures
- February 2026 – Preliminary committee review and feedback
- March 2026 – Final refinements and preparation for mold-making

Phase 3: Mold-Making & Bronze Casting (6 Months, April – September 2026)
(Extended to ensure high-quality casting, chasing, and patina application.)
- March 15th 2026 – Create silicone & plaster molds from full-size clay sculpture
- April 2nd 2026 – Begin lost-wax bronze casting at the foundry
- June 2026 – Metal chasing, welding, and refining details
- July 2026 – Patina application, final quality control, and finishing touches

(Base fabrication runs concurrently for efficiency.)
Phase 4: Concurrent Base Fabrication (April – August 2026)
- April 2026 – Engineering finalization for the base, materials ordered
- May -June 2026 – Base fabrication (stone, concrete, or metal, per committee specifications)
- July 2026 – Base transported to Mobile, AL

Phase 5: Installation and Dedication
- July 2026 – Transport sculpture to Mobile, AL
- August 1, 2026 – Installation of sculpture on site
- September 2026 – Dedication ceremony

Exhibit C- Fee Schedule /Milestones:

1. **25%** on City approval of concept sketch(s)
2. **25%** upon approval of clay sculpture
3. **25%** upon approval of bronze casting
4. **Balance** due upon installation

Exhibit D – Maintenance Guide

- Cleaning regimen, patina care, environmental considerations (UV/salt air), vandalism/graffiti removal, recommended coatings, and contact info for repairs.

Caring for Your Bronze Sculpture

By Benjamin Victor

It is very important that whoever cares for the sculptures follows these instructions in order to protect the patina.

Approved Waxes

Only use these approved waxes:

Preferred: Real Milk Paint Co. Clear Carnauba Wax Cool climate alternative: Real Milk Paint Co. Soft Wax If you're in Europe or unable to get these, contact me before substituting. Bowling alley wax may be acceptable, but many waxes—especially car waxes—can damage the patina. Do not use any other products without consulting me or a bronze conservation expert.

Indoor Bronze Care (once or twice a year)

Dust gently with a soft cotton cloth and a clean paintbrush. Wrap the metal ferrule of the brush in masking tape so it cannot scratch the surface. If needed, lightly wash with clean water and a very small amount of mild dish soap. Use a soft cloth or sponge—never abrasives. Rinse thoroughly with clean water and dry completely with towels.

Note: Washing is only necessary if there is noticeable buildup, residue, or dirt. If not needed, skip this step and move directly to waxing.

Important: If the sculpture is washed with soap, it must be re-waxed afterwards. The sculpture must be completely dry before waxing—never trap moisture beneath the wax. Apply a very thin coat of wax with a chip brush. Don't overload—less is more. Let it dry for 30 minutes. Buff lightly with a clean cotton cloth in circular motions. Skip this step if you prefer a matte finish.

Outdoor Bronze Care (typically twice a year)

Outdoor bronze may require additional care. If possible, contact me before proceeding.

Rinse thoroughly with clean water, especially in textured areas. If dirt or deposits remain, wash with either a neutral-pH soap (from a janitorial supply store) or a small amount of mild dish soap mixed in a plastic bucket. Use a soft brush, rinse often, and dry completely.

Important: After washing, the sculpture must be re-waxed. It is essential that the sculpture is fully dry—use towels and allow time in the sun or air circulation. Wax will not adhere or protect properly if moisture remains. Apply wax in small sections using the same technique as indoor care. Buff gently once dry.

Never Use

Bleach, vinegar, alcohol, soda, citrus juice Furniture polish, glass cleaner, oven cleaner Abrasives like steel wool or scouring pads

If you ever have questions or concerns please contact Ben Victor directly.

Cvfg`gr C + G lqsp_lac

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2025

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	CONTACT NAME: Mary McGregor Heier	
Insurance Plus 405 NW 8th Avenue PO Box 1540 Aberdeen SD 57401	PHONE (A/C, No, Ext): (605) 225-4270	FAX (A/C, No): (605) 225-4217
	E-MAIL ADDRESS: mary@ins-plus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire Group	13021
INSURED BENJAMIN VICTOR STUDIOS INC 6721 S LUNAR AVE BOISE ID 83709-7870	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL259412905 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		60478128	06/09/2025	06/09/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							XLEAD	$
	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	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			60478128	06/09/2025	06/09/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	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					[ ] 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)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alisa Burgard

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CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: MFRD Central Supply- Emergency Generator

CAPITAL PROJECT #: C0893 (20002000-48010)

CONTRACT AMOUNT: $200,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-031-24

PROJECT DESCRIPTION: Removal of old 30kw generator and installation of new 80kw natural gas generator. Installing new automatic transfer switch and removal and disposal of existing 600A disconnect. Contractor shall coordinate with the utility provider to determine if new service meter will be required to accommodate the added load of the new generator.

VENDOR NAME: Bill Smith Electric, Inc.

VENDOR NUMBER: 286307

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:** ___**09/26/2025**

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Sandy Stimpson, Mayor
Cory Penn, Councilmember

Purpose and Scope of Project:
Removal of old 30kw generator and installation of new 80kw natural gas generator. Installing new automatic transfer switch and removal and disposal of existing 600A disconnect. Contractor shall coordinate with the utility provider to determine if new service meter will be required to accommodate the added load of the new generator.

Amount of Contract:
$200,400.00

Funding Source
C0893 MFRD CENTRAL SUPPLY EMER GENERATOR (20002000-48010)

ATTACHMENTS:
1. CAP-00002 - BILL SMITH ELECTRIC INCConstruction5205 - - Executed Contract

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

R E S O L U T I O N

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Bill Smith Electric, Inc.
Project Name:	MFRD Central Supply- Emergency Generator
Project Number:	FD-031-24
Amount:	$200,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MFRD Central Supply- Emergency Generator

CAPITAL PROJECT #: C0893 (20002000-48010)

CONTRACT AMOUNT: $200,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-031-24

PROJECT DESCRIPTION: Removal of old 30kw generator and installation of new 80kw natural gas generator. Installing new automatic transfer switch and removal and disposal of existing 600A disconnect. Contractor shall coordinate with the utility provider to determine if new service meter will be required to accommodate the added load of the new generator.

VENDOR NAME: Bill Smith Electric, Inc.

VENDOR NUMBER: 286307

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:** 09/26/2025

09.26.2025

Dear Council Members:

Attached to this memo is an agreement between the BILL SMITH ELECTRIC INC and the City of Mobile, for the project titled “MFRD CENTRAL SUPPLY - EMERGENCY GENERATOR” in the amount of $200,400.00.

We look forward to continued communication on this important project. Please call me at 2512087636 or email me at collin.welch@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Welch, Collin
Project Manager
Architect Engineer
2512087636

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Contactor Company Name: Bill Smith Electric, Inc.
Contactor Company Address: 1095 Hidden Terrace Drive
Cantonment, FL 32533
City of Mobile Business License Number: 99050
Secretary of State Registration Number: 000-928-186

for the following Project:
(Name, location and detailed description)
MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR
2851 Old Shell Road
Mobile, Alabama 36607
Project No. FD-031-24
Project Scope: The general scope of work is the removal of an existing generator and the procurement and installation of a new 80kw natural gas generator and the associated 400A Nema 3R Service Entrance rated Automatic Transfer Switch.
The Architect:
Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

JAGUAR CONSULTING, LLC
8658 Capital Drive North
Mobile, Alabama 36695
Contact: Christina Marie

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.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:26:46 ET on 01/08/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1161057621)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than «Sixty » («60 ») calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thousand Four Hundred and 00/100 Dollars ($200,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: **$190,400.00**
Contingency Allowance: **$10,000.00**
Total Base Bid: **$200,400.00**

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or
(Table deleted)
undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 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.

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§ 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.)

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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.)

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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 Bill Smith Electric, Inc. has completed the contract for MFRD CENTRAL SUPPLY - EMERGENCY GENEREATOR (FD-031-24), 2851 Old Shell Road, Mobile, Alabama, 36607 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)

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Director, Architectural Engineering
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

Jacob W. Smith, President
1095 Hidden Terrace Drive
Cantonment, FL 32533
850-968-6500

§ 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, 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

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.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit
D.	Damage to Rented Premises	$1,000,000 each occurrence

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.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

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.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

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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)

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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

Number	Title	Date
T1.0	TITLE SHEET	May 7, 2025
P0.1	LEGEND, NOTES, SPECIFICATIONS, AND ABBREVIATIONS	May 7, 2025
P1.0	PLUMBING SITE PLAN	May 7, 2025
P2.0	PLUMBING NEW WORK PLAN	May 7, 2025
E1.0	ELECTRICAL LEGEND, ABBREVIATIONS & SPECIFICATIONS	May 7, 2025
E2.0	ELECTRICAL SITE PLAN	May 7, 2025
E3.0	EXISTING ELECTRICAL PLAN	May 7, 2025
E4.0	NEW WORK ELECTRICAL PLAN	May 7, 2025
E5.0	ELECTRICAL RISER AND SCHEDULES	May 7, 2025
E6.0	ELECTRICAL DETAILS AND SCHEDULES	May 7, 2025

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.4 Specifications

Section	Section Title	Date
DIVISION 01	– GENERAL REQUIREMENTS	May 7, 2025
01 1000	Summary of Work	May 7, 2025
01 2100	Allowances	May 7, 2025
01 2600	Contract Modification Procedures	May 7, 2025
01 2900	Payment Procedures	May 7, 2025
01 2973	Schedule of Values	May 7, 2025
01 3100	Project Management and Coordination	May 7, 2025
01 3119	Project Meetings	May 7, 2025
01 3200	Construction Progress Documentation	May 7, 2025
01 3300	Submittal Procedures	May 7, 2025
01 4000	Quality Assurance, Control, & Documentation	May 7, 2025
01 4200	References	May 7, 2025
01 5000	Temporary Facilities and Controls	May 7, 2025
01 5813	Temporary Project Signage	May 7, 2025
01 6000	Materials and Equipment	May 7, 2025
01 6005	Product Requirements	May 7, 2025
01 6300	Substitution Procedures	May 7, 2025
01 7300	Execution Requirements	May 7, 2025
01 7400	Cleaning and Waste Management	May 7, 2025
01 7700	Closeout Procedures	May 7, 2025
01 7823	Operation and Maintenance Data	May 7, 2025
01 7839	Project Record Documents	May 7, 2025
01 7900	Demonstration and Training	May 7, 2025
DIVISION 02	– EXISTING CONDITIONS	May 7, 2025
DIVISION 03	– CONCRETE	May 7, 2025
DIVISION 04	– MASONRY	May 7, 2025
DIVISION 05	– METALS	May 7, 2025
DIVISION 06	– WOOD, PLASTIC AND COMPOSITES	May 7, 2025
DIVISION 07	– THERMAL AND MOISTURE PROTECTION	May 7, 2025
DIVISION 08	– OPENINGS	May 7, 2025
DIVISION 09	– FINISHES	May 7, 2025
DIVISION 10	– SPECIALTIES	May 7, 2025
DIVISION 14	– CONVEYING EQUIPMENT	May 7, 2025
DIVISION 21	– FIRE SUPPRESSION	May 7, 2025
DIVISION 22	– PLUMBING	May 7, 2025
22 0000	Plumbing General	May 7, 2025
22 0010	Codes and Standards	May 7, 2025
22 0020	Plumbing Related Work	May 7, 2025
22 0553	Plumbing Identification	May 7, 2025
22 1700	Gas System	May 7, 2025
DIVISION 23	– HEATING, VENTILATING, AND AIR CONDITIONING	May 7, 2025
DIVISION 26	– ELECTRICAL	May 7, 2025
26 0000	General Electrical	May 7, 2025
26 0010	Codes and Standards	May 7, 2025
26 0020	Work Required for Equipment Furnished by Others	May 7, 2025
26 0500	Electrical Related Work	May 7, 2025
26 0511	Reinforced Concrete Foundation	May 7, 2025
26 0512	Alterations and Additions to Existing Work	May 7, 2025
26 0516	Service Entrance Methods and Materials – Underground Grounding and Bonding	May 7, 2025
26 0526	Basic Electrical Materials and Methods	May 7, 2025
26 0530	Excavation and Backfill	May 7, 2025
26 0550	Electrical Identification	May 7, 2025
26 0553	Natural Gas Generator	May 7, 2025
26 3212	Transfer Switches	May 7, 2025
26 3220		May 7, 2025
DIVISION 28	– ELECTRONIC SAFETY AND SECURITY	May 7, 2025
DIVISION 31	– EARTHWORK	May 7, 2025
DIVISION 32	– EXTERIOR IMPROVEMENTS	May 7, 2025
DIVISION 33-48		May 7, 2025

.5 Addenda, if any:

Number	Date
Addendum 1	May 15, 2025
Addendum 2	May 21, 2025

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(1161057621)

§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 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

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violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Bill Smith Electric, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Jacob W. Smith, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jacob W. Smith as President of Bill Smith Electric, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 16th day of SEPTEMBER, 2025.

NOTARY PUBLIC
My Commission Expires: JUNE 03, 2026

BRYAN F. HARPER
Notary Public-State of Florida
Commission # HH 226376
My Commission Expires
June 03, 2026

Init. /

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PERFORMANCE BOND

Bond No. 101435217

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, Bill Smith Electric, Inc. 1095 Hidden Terrace Drive, Cantonment, FL 32533, hereinafter called the Principal, and Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IA 50306 - 3498, 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 Two Hundred Thousand Four Hundred and 00/100 Dollars ($200,400.00) 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 MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR 2851 Old Shell Road Mobile, Alabama 36607 Project No. FD-031-24, 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 18th day of SEPTEMBER, 2025.

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: JACOB W. SMITH, PRESIDENT

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

LABOR AND MATERIAL PAYMENT BOND

Bond No. 101435217

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, **Bill Smith Electric, Inc. 1095 Hidden Terrace Drive, Cantonment, FL 32533**, as Principal, and Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IA 50306 - 3498, 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 Two Hundred Thousand Four Hundred and 00/100 Dollars ($200,400.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR 2851 Old Shell Road Mobile, Alabama 36607 Project No. FD-031-24, 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 Mark W. Edwards, II, **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 18th day of SEPTEMBER, 2025

CONTRACTOR AS PRINCIPAL

Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
JACOB W. SMITH, PRESIDENT

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, AL Resident Agent
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: (205) 252-9871

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Samuel F Audia III; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

SCOPE OF WORK EXHIBIT A:
09/12/2025
By: Collin Welch

***MFRD CENTRAL SUPPLY* EMERGENCY GENERATOR (FD-031-24)**

1. New work includes, but is not limited to, removal of existing 30kW generator and associated cables, conduit, boxes, etc. Generator to be turned over to Owner.
2. Procurement and installation of a new 80 kW natural gas generator.
3. The furnishing and installation of a new 400A NEMA 3R service entrance rated automatic transfer switch.
4. The removal and disposal of existing 600A disconnect and the work to connect the existing service to the new ATS.
5. New underground gas pipes shall be provided from the existing gas meter location to serve new generator. contractor shall coordinate with the utility provider to determine if a new gas service/meter will be required to accommodate the added load of the new generator.
6. The facility is to be located at 2851 Old Shell Road, Mobile, Alabama 36607.

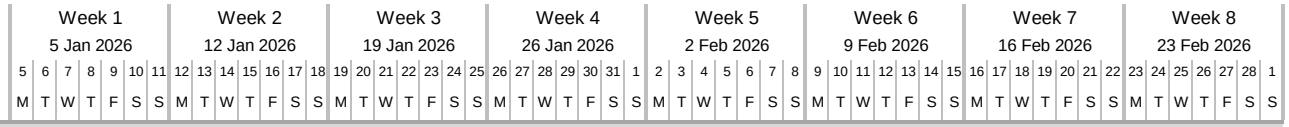
END

FD-031-24 Project Schedule

Bill Smith Electric, Inc.

Project Start Date: 1/5/2026 (Monday) | Display Week: 1 | Project Lead:

WBS	TASK	LEAD	START	END	DAYS	% DONE	WORK DAYS
1	**INSTALL**			-			-
1.1	Slab and trenching		Sat 9/05/26	Wed 9/16/26	2	0%	8
1.2	interior Conduit		Mon 1/19/26	Fri 1/23/26	5	0%	5
1.3	Install new service		Mon 1/26/26	Fri 1/30/26	12	0%	5
1.4	Rework existing feeders		Mon 2/02/26	Wed 2/04/26	19	0%	3
1.4.1	Install Generator		Mon 1/19/26	Fri 2/13/26	2	0%	20
1.4.2	Start up		Mon 2/16/26	Fri 2/20/26	3	0%	5
1.4.3			Mon 9/22/25	Fri 9/26/25	5	0%	2
1.5			Mon 9/29/25	Thu 10/02/25	5	0%	4
1.6			Wed 6/22/22	Fri 7/01/22	10	0%	0
1.7			Wed 6/29/22	Tue 7/05/22	7	0%	0
2	**TESTING & COMM**			-			0
2.1	[Task]		Mon 7/11/22	Fri 7/15/22	5	0%	0
2.2	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
2.3	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
2.4	[Task]		Sat 2/17/18	Thu 2/22/18	6	0%	0
2.5	[Task]		Fri 2/23/18	Sun 2/25/18	3	0%	0
3	**[Task Category]**			-			0
3.1	[Task]		Sat 2/10/18	Tue 2/13/18	4	0%	0
3.2	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
3.3	[Task]		Wed 2/14/18	Fri 2/16/18	3	0%	0
3.4	[Task]		Sat 2/17/18	Thu 2/22/18	6	0%	0
3.5	[Task]		Fri 2/23/18	Sun 2/25/18	3	0%	0
4	**[Task Category]**			-			-
4.1	[Task]		Mon 1/29/18	Mon 1/29/18	1	0%	0
4.2	[Task]		Tue 1/30/18	Tue 1/30/18	1	0%	0
4.3	[Task]		Wed 1/31/18	Wed 1/31/18	1	0%	0
4.4	[Task]		Thu 2/01/18	Thu 2/01/18	1	0%	0
4.5	[Task]		Fri 2/02/18	Fri 2/02/18	1	0%	0
							-
							-



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

FD-031-24 MFRD Central Supply Emergency Generator
2851 Old Shell Road, Mobile, Alabama 36607

APPLICATION NUMBER: 0
APPLICATION DATE:
PERIOD FROM:
TO:
CONTRACTOR'S PROJECT NO: **2505.04**

BILL SMITH ELECTRIC, INC.

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5.0%
1	MOBILIZATION	8,000.00				0.00	0%	**8,000.00**	0
2	Bond	5,000.00				0.00	0%	**5,000.00**	0
3	Generator and transfer switch	74,000.00				0.00	0%	**74,000.00**	0
4	Generator slab	20,000.00				0.00	0%	**20,000.00**	0
5	trenching	10,000.00				0.00	0%	**10,000.00**	0
6	Gas	10,000.00				0.00	0%	**10,000.00**	0
7	Conduit and wire	25,000.00				0.00	0%	**25,000.00**	0
8	Gear	35,000.00				0.00	0%	**35,000.00**	0
9	closeouts	3,400.00				0.00	0%	**3,400.00**	0
10						0.00		**0.00**	0
11						0.00		**0.00**	0
12						0.00		**0.00**	0
13						0.00		**0.00**	0
14	ALLOWANCE	10,000.00				0.00	0%	**10,000.00**	0
15						0.00		**0.00**	0
16						0.00		**0.00**	0
17						0.00		**0.00**	0
18						0.00		**0.00**	0
19						0.00		**0.00**	0
20						0.00		**0.00**	0
21						0.00		**0.00**	0
22						0.00		**0.00**	0
23						0.00		**0.00**	0
24						0.00		**0.00**	0
25						0.00		**0.00**	0
	Subtotal This page	**200,400.00**	**0.00**	**0.00**	**0.00**	**0.00**	0%	200,400.00	0
	TOTAL THIS PAGE	**200,400.00**	**0.00**	**0.00**	**0.00**	**0.00**	0%	200,400.00	0

* RETAINAGE TO BE HELD

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# FD-031-24 Current Date 09 /24 /25

Project Description MFRD Central Supply- Emergency Generator

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.

Contractor will provide single trade services and will not be using any sub-

Shannon McIntyre
Requested By (Department Director)

Shannon McIntyre | AE Director | 09/25/2025
(Signature) **(Title)** **(Date)**

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd | Small Bis. Dev. Mgr. | 09/26/2025
(Signature) **(Title)** **(Date)**

Approved By (CAO)

FD-031-24 Waiver of DBE Goals Form 2

Final Audit Report 2025-09-26

Created:	2025-09-25
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7F4avVNcoB-iA-OUFXetz8ld6n8L3ABY

"FD-031-24 Waiver of DBE Goals Form 2" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2025-09-25 - 12:53:23 PM GMT- IP address: 76.8.254.3

Document emailed to Shannon McIntyre (shannon.mcintyre@cityofmobile.org) for signature
2025-09-25 - 12:54:36 PM GMT

Email viewed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
2025-09-25 - 1:27:52 PM GMT- IP address: 104.47.65.254

Document e-signed by Shannon McIntyre (shannon.mcintyre@cityofmobile.org)
Signature Date: 2025-09-25 - 1:28:09 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2025-09-25 - 1:28:11 PM GMT

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2025-09-26 - 2:01:51 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2025-09-26 - 2:01:51 PM GMT

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-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

FORM 1: Background and Plan

Section I. Information about your company

Company	Bill Smith Electric, Inc.
Address	PO Box 1057 Gonzalez, FL 32560
Telephone	850-968-6500
E-Mail	jake@billsmithelectric.com

RFP/RFQ Solicitation Number	FD-031-24
Project Description	MFRD Central Supply Emergency Generator
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 23 Female 4 Minority 2 Non-minority 25 Vets _____ Total #of Employees 27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob W. Smith

Signature: _____ Date: 5/28/2025

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jacob W. Smith Title: President

E-mail:_ Phone: jake@billsmithelectric.com 850-968-6500

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 # FD-031-24 Your Bid/Proposal Amount $ $200,400 Date: 5/28/2025

Description MFRD Central Supply Emergency Generator

Name of Bidder/Proposer: Bill Smith Electric, Inc. Jacob W. Smith

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
Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bill Smith Electric, Inc.

Contact Person: Jacob W. Smith Phone 850-968-6500 Email jake@billsmithelectric.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 *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

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. _____

Bill Smith Electric, Inc. is performing all work in-house using no subcontractors.

_____

Suggestions or comments to improve this program. _____

_____

E-Verify

Company ID Number: 1207295

Approved by:

Employer Bill Smith Electric, Inc.	
Name (Please Type or Print) Lisa M Rietz	Title
Signature Electronically Signed	Date 06/16/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/16/2017

E-Verify

Company ID Number: 1207295

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bill Smith Electric, Inc.
Company Facility Address	1095 Hidden Terrace Dr Cantonment, FL 32533
Company Alternate Address	PO Box 1057 Gonzalez, FL 32560
County or Parish	ESCAMBIA
Employer Identification Number	592320406
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Alabama Secretary of State

Bill Smith Electric, Inc.	
Entity ID Number	000-928-186
Entity Type	Foreign Corporation
Principal Address	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Principal Mailing Address	PO BOX 1057 GONZALEZ, FL 32560
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1985
Qualify Date	09/01/2004
Registered Agent Name	PACIFIC REGISTERED AGENTS INC
Registered Office Street Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Registered Office Mailing Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2004 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2024
Transactions	
Transaction Date	12/07/2018
Principal Mailing Address Changed From	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Transaction Date	12/07/2018
Principal Office Changed From	1707 CHEMSTRAND RD CANTONMENT, FL 32533
Transaction Date	02/08/2021
Agent Mailing Address Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	02/08/2021

Bill Smith Electric, Inc.	
Registered Agent Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/01/2004 Certificate of Formation 1 pg.
Document Date / Type / Pages	06/12/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/07/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	02/08/2021 Registered Agent Change 2 pgs.

Browse Results New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2025

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
Acentria Insurance - Pensacola
10427 Sorrento Rd, Ste 305
Pensacola FL 32507

License#: L100460

CONTACT NAME: Melissa Harris
PHONE (A/C, No, Ext): 850-453-6512 **FAX (A/C, No):** 850-453-6512
E-MAIL ADDRESS: Melissa.Harris@Acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	10178
INSURER B : Evanston Insurance Company	35378
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bill Smith Electric, Inc
P.O. Box 1057
Gonzalez FL 32560

BILLSMI-02

COVERAGES **CERTIFICATE NUMBER:** 571836759 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Lia. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GL10008624702	7/24/2025	7/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA10008624602	7/24/2025	7/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	UMB10008625002	7/24/2025	7/24/2026	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC010010323800	7/24/2025	7/24/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Contractor's Pollution Inland Marine Installation Floater			CPLMOL133176 CM10008624802	7/24/2025 7/24/2025	7/24/2026 7/24/2026	Limit Scheduled Equipment Installation Floater	$1,000,000 $336,750 $650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater Included in Policy Number CM10008624801
Jobsite Limit $650,000
Temporary Storage Limit $100,000
Transit Limit $300,000
Deductible $1,000

Re: Project #FD-031-24, Project: MFRD Central Supply – Emergency Generator.
See Attached...

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charles H. Lyddell

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AGENCY CUSTOMER ID: BILLSMI-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Acentria Insurance - Pensacola	NAMED INSURED Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(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:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and 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; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

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6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

    For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

    a. Each of your projects away from premises owned by or rented to you; or

    b. Each "location" owned by or rented to you.

    "Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    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:

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a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager, if you are a limited liability company;

(5) A person or organization having proper temporary custody of your property if you die;

(6) The legal representative of you if you die; or

(7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner or insurance manager, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager or insurance manager, if you are a limited liability company;

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

(6) A person or organization having proper temporary custody of your property if you die;

(7) The legal representative of you if you die; or

(8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

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4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-24-25 Policy No. WC0100103238-00 Endorsement No.

Insured BILL SMITH ELECTRIC INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

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2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
   a. Theft or mischief or vandalism; or
   b. All perils;

   will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
   a. "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
   b. Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
MFRD CENTRAL SUPPLY – EMERGENCY GENERATOR
2851 Old Shell Road
Mobile, Alabama 36607
Project No. FD-031-24

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)
JAGUAR CONSULTING, LLC
8658 Capital Drive North
Mobile, Alabama 36695
Contact: Christina Marie

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall 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.

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§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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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 Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

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Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 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.

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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 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.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (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

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 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

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submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s)**.

§ 9.3.2 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.

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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

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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.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- **.4** **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)
§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

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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

§ 11.2.2 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.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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§ 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.

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§ 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. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

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AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
The agreement between Verizon Wireless and the City is in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment.

Amount of Contract:
$300,000

Funding Source
10049000.46010

ATTACHMENTS:
1. 2025 Cover Letter
2. 2025 COM Resolution
3. 2025 COM Purchasing Entity Agreement
4. 2022 COM Purchasing Entity Agreement
5. 2022 COM Resolution
6. 2022 Cover Letter
7. 2020 State of Alabama Participating Addendum
8. 2019 Master Agreement

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

September 5, 2025

Re: Verizon Wireless

I am requesting that the City's current Verizon Wireless account # 642401355-00001 continue to use the service plan on the NASPO purchasing cooperative contract of which the State of Alabama is a participant pursuant to Master Agreement #MA152. The City will utilize the "**4G/5G Public Safety Smart Unlimited Email & Data Mobile HotSpot MBP Preemption - 1MB Global**" plan.

The agreement between Verizon Wireless and the City is in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment.

Scott Kearney

Chief Technology Officer

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby, authorize consent and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and CELLCO Partnership, d/b/a Verizon Wireless, in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

Adopted:

_____

City Clerk

NASPO ValuePoint
PURCHASING ENTITY AGREEMENT
WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

Master Agreement #: MA152
Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**
Purchasing Entity: City of Mobile

1. **Scope**: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019 (together with any amendments and addenda the "Master Agreement"). The State of **Alabama** ("Participating State") has entered into a Participating Addendum ("PA") with Contractor pursuant to the Master Agreement, allowing certain state agencies, political subdivisions, and other eligible entities to make purchases under the PA. This Purchasing Entity Agreement applies to the purchase and use of Products (e.g. wireless service, software and other services) by the Purchasing Entity under the PA. Contractor reserves the right to terminate this Agreement if at any time it is determined that Purchasing Entity is not eligible to purchase under the PA. All capitalized terms not defined in this Purchasing Entity Agreement will have the same meaning provided in the Master Agreement, as modified by the PA.
2. **Participation**: By executing this Purchasing Entity Agreement, the Purchasing Entity certifies that it has all approvals required by law, regulation or otherwise to complete purchases under the PA, and further represents and agrees as follows:
   2.1. It is eligible to complete purchases under the PA, will provide documentation substantiating its eligibility as may be requested by Contractor from time to time, and will immediately notify Contractor of any change in its eligibility to purchase under the PA;
   2.2. All purchases are governed by the terms of the Master Agreement and PA, and Purchasing Entity specifically agrees to these terms. To the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at: https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/;
   2.3. It consents to the release of its account information to NASPO ValuePoint and the Participating State for the purpose of Contractor meeting its contractual reporting requirements, as further described in the Master Agreement and the PA;
   2.4. It will ensure that this Purchasing Entity Agreement will only be used in support of government, not for profit and private education business; and
   2.5. The contact person listed below ("Authorized Contact") is authorized to act on behalf of, and otherwise bind Purchasing Entity, on account matters, including purchase equipment, add and cancel lines of service.
3. The undersigned represents and warrants that he or she is fully authorized to execute this Purchasing Entity Agreement on behalf of the Purchasing Entity, and that the delivery and execution of this Purchasing Entity Agreement has been approved by all required organizational action.

Street Address: 651 Church St.
City, State & Zip: Mobile, AL 36602
Authorized Contact Phone number: (251)208-7395
Authorized Contact Email address: mayorstimpson@cityofmobile.org

Authorized Signature:
Print Name: William S. Stimpson
Title: Mayor
Date:

verizon

NASPO | ValuePoint

NASPO ValuePoint
PURCHASING ENTITY AGREEMENT
wireless, data, voice and accessories
Led by the state of Utah

Master Agreement #: MA152
Contractor: **CELLCO PARTNERSHIP, D/B/A Verizon wireless**
Purchasing Entity: ___City of Mobile_____

1. **Scope**: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019 (together with any amendments and addenda the "Master Agreement"). The State of Alabama ("Participating State") has entered into a Participating Addendum ("PA") with Contractor pursuant to the Master Agreement, allowing certain state agencies, political subdivisions, and other eligible entities to make purchases under the PA. This Purchasing Entity Agreement applies to the purchase and use of Products (e.g. wireless service, software and other services) by the Purchasing Entity under the PA. Contractor reserves the right to terminate this Agreement if at any time it is determined that Purchasing Entity is not eligible to purchase under the PA. All capitalized terms not defined in this Purchasing Entity Agreement will have the same meaning provided in the Master Agreement, as modified by the PA.
2. **Participation**: By executing this Purchasing Entity Agreement, the Purchasing Entity certifies that it has all approvals required by law, regulation or otherwise to complete purchases under the PA, and further represents and agrees as follows:
   2.1. It is eligible to complete purchases under the PA, will provide documentation substantiating its eligibility as may be requested by Contractor from time to time, and will immediately notify Contractor of any change in its eligibility to purchase under the PA;
   2.2. All purchases are governed by the terms of the Master Agreement and PA, and Purchasing Entity specifically agrees to these terms. To the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at: https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/;
   2.3. It consents to the release of its account information to NASPO ValuePoint and the Participating State for the purpose of Contractor meeting its contractual reporting requirements, as further described in the Master Agreement and the PA;
   2.4. It will ensure that this Purchasing Entity Agreement will only be used in support of government, not for profit and private education business; and
   2.5. The contact person listed below ("Authorized Contact") is authorized to act on behalf of, and otherwise bind Purchasing Entity, on account matters, including purchase equipment, add and cancel lines of service.
3. The undersigned represents and warrants that he or she is fully authorized to execute this Purchasing Entity Agreement on behalf of the Purchasing Entity, and that the delivery and execution of this Purchasing Entity Agreement has been approved by all required organizational action.

Street Address:	651 Church Street
City, State & Zip:	Mobile, AL 36602
Authorized Contact Phone number:	(251) 208-7395
Authorized Contact Email address:	mayorstimpson@cityofmobile.org
Authorized Signature:	WSStimpson
Print Name:	William S. Stimpson
Title:	Mayor
Date:	11/4/22

ATTEST: [signature] City Clerk

Version 3.2 08/03/2020

21-954 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and CELLCO Partnership, d/b/a Verizon Wireless, in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

Adopted: NOV 0 1 2022

City Clerk

October 14, 2022

Re: Verizon Wireless

I am requesting that the City's current Verizon Wireless account # 642401355-00001 be transferred from the GSA contract to the State of Alabama contract (NASPO purchasing cooperative contract of which the State of Alabama is a participant pursuant to Master Agreement #MA152). The agreement between Verizon Wireless and the City is in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment.

The City will utilize the **"Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only"** plan with the same pricing as the current GSA plan. Also, the State contract allows the City to be eligible for the international travel plan, whereas the current GSA does not.

Scott Kearney

Chief Technology Officer

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the State of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity: State of Alabama

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint"and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

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4. Individual Customer: Except to the extent modified by this Participating Addendum and Attachment A, Alabama Special Terms and Conditions, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Name:	Brittany Peterson
Street Address:	100 N Union Ste 192
City, State, Zip:	Montgomery, AL 36130
Telephone:	334-242-4667

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Email:	Brittany.peterson@purchasing.alabama.gov

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by-any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties

The Parties have executed this Participating Addendum as of the date of final execution below.

By signing this Participating Addendum, I affirm doing so complies with my procurement statutes, ordinances, policies, or rules.	
Participating Entity: State of Alabama	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature: Michael A Jones	Signature: DocuSigned by: Todd Loccisano CD86E5219D09460...
Printed Name: Michael A. Jones	Printed Name: Todd Loccisano
Title: State Purchasing Director	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: 8/13/2020	Date: 8/13/2020 | 1:59 PM MDT

[Additional signatures may be added if required by the Participating Entity]

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For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

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*****Attachment A – Alabama Special Terms and Conditions*****

Mandatory Source:
All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Choice of Law, Venue:
This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

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.

Open Trade/No Boycott:
For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:
In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Conflict of Law:
If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:
Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

Assignment:
Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

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Not to Constitute a Debt to the State:
The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Vendor Subscription:
Contract vendors must maintain a Vendor Self Service (VSS) profile and be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at https://procurement.staars.alabama.gov or follow the Vendor Self Service link at www.purchasing.alabama.gov.

Disclosure Statement:
Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Administrative fee:
Awarded bidder(s) are to pay the State an administrative fee for the sale of Product on CRU accounts (as defined in Master Agreement #MA152) under this contract, less applicable sales tax, returns, credits, and adjustments. This fee will be one percent (1.0% or0.01) of the total dollar amount as described above. In return, the standard discount provided under the Master Agreement will be reduced by one percent (1% or 0.01) The fee is to be remitted no later than thirty (30) calendar days after the end of each quarter and will represent a single, one-time payment for all sales, as described above, paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter by the 30th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Administrative fee payments under any expired predecessor Participating Addendum will be discontinued effective December 31, 2020.

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 30th
January, February, March – Due by April 30th
April, May, June – Due by July 30th
July, August, September – Due by October 30th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration

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PO Box 300658
Montgomery, Alabama 36130-0658

Electronic Payments:
Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:
Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment. The State shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. If a written notice is delivered under this section, the State will reimburse Contractor for the procurement item(s) properly ordered and/or properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of notice).

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State as to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

State Purchasing Vendor Expo:
Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2021). Participation is optional for the remainder of the contract term.

Ordering process:
Purchases for state agencies will be made by delivery orders (DO) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor. Agencies must submit a new DO every time new equipment or accessories are needed. Modification of DOs will not be accepted for new equipment or accessories. Modification of DOs will be allowed for service only.
A signed DO, which includes the State of Alabama MA number (TBD) is the only document that will be submitted to the vendor for service and/or equipment orders. Contractor will not require entities purchasing under this contract to sign any additional documents in order to receive service and/or equipment available under this addendum.

Restricted Items:

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Netbooks, Tablets, iPads, and related equipment cannot be purchased from this contract; however, agencies must utilize this contract to get service for these devices. Contract users cannot purchase push-to-talk (PTT) devices and services from this contract per the Code of Alabama (41-16-27- as amended 2014-343).

Quotes:
Quotes must have list and discount price. Quotes must be dated. If quotes do not have an expiration date it will be assumed that the quote expires 30 days after the date of the quote.

Taxes:
The State of Alabama does not pay Federal, State or Local Excise Tax, E-911 tax, state or local sales tax. The State is required to pay the Alabama Mobile Telecommunications Services tax, which is currently 6%.

Requested information:
Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases

Master Terms for VSC Products

These Master Terms for VSC Products ("**VSC Master Terms**") amend the NASPO ValuePoint Master Agreement Terms and Conditions ("**NASPO Agreement**"). Without limiting the foregoing, the pricing, payment, liability and indemnification terms set forth in the NASPO Agreement shall apply to VSC Products (as defined below). All capitalized terms not defined herein shall have the meaning provided in the NASPO Agreement.

1. **SCOPE**. These VSC Master Terms apply to the following Products available under Category 3: Turnkey Wireless and IoT Solutions offered as a Product (collectively referred herein as "**VSC Products**"):

- Category 3J: Intelligent Lighting
- Category 3G: Parking Optimization
- Category 3G: Traffic Data Services (TDS)
- Category 3J: Real Time Response System (RTRS)
- Category 3J: Intelligent Video (IV)

In addition to these VSC Master Terms, the VSC Products are subject to additional terms tailored to address specific details about each VSC Product (collectively, the "**VSC Product Supplements**"). The VSC Product Supplements are set forth in Section 14 below.

The NASPO Agreement, these VSC Master Terms, the relevant VSC Product Supplement, and the relevant Statement of Work ("**SOW**"), including the exhibits and schedules attached hereto and referenced herein or therein (collectively, the "**Agreement**"), constitutes the entire understanding with respect to the VSC Products, and supersedes all other agreements, understandings, and arrangements, whether written or oral, between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by the parties hereto.

In the event of a conflict between the terms applicable to each VSC Product, the terms shall be given precedence in the following order of priority:

1) NASPO Master Agreement (Highest Priority);
2) VSC Product Terms;
3) VSC Product Supplement; and
4) the applicable Statement of Work (Lowest Priority).

2. **DEFINITIONS.**

- **Software:** software includes computer programs, including software and firmware embedded in Equipment, as provided to Purchasing Entity by Contractor, and any upgrades, updates, bug fixes or modified versions thereto or backup copies of any of the foregoing.
- **Solution Service:** service that grants Purchasing Entity with access to view data made available to Purchasing Entity for the Subscription Period through a web-based portal ("**Portal**") associated with the VSC Product pursuant to these VSC Master Terms and the relevant VSC Product Supplement. The Portal might utilize (a) Verizon's **NetSense® Platform** (a cloud-based management platform that serves as a central management system (CMS) for integrating and controlling networked lighting, and a management platform for other Verizon smart community solutions); or (b) a third-party cloud platform.
- **Equipment:** hardware and associated accessories described in the VSC Product Supplement and applicable SOW for each VSC Product.
- **Professional Services:** technical or other functions performed by Contractor related to the VSC Products to the extent set forth in an applicable SOW, such as installation, implementation, consulting, technology- or project-related services.
- **Subscription Period:** the period (e.g., Monthly Subscription, Annual Subscription) during which Participating Entity is entitled to access and use the Solution Service, which period shall be reflected in the applicable Order and shall commence on the date Contractor activates the subscription.

3. **VSC PRODUCTS OVERVIEW.** If required for the VSC Product to work as described in the VSC Product Supplement, and unless otherwise agreed in writing by Contractor and the Purchasing Entity, then a VSC Product may include the following:

(A) **Solution Service**
(B) **Software**
(C) **Equipment**
(D) **Support Service and Maintenance** - included with all VSC Products as further described in Section 8
(E) **Professional Services** - to the extent set forth in the relevant SOW.

4. **USE OF VSC PRODUCTS**.

4.1. Right to Access and Use the Solution Service. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a limited, revocable, non-assignable, world-wide, non-exclusive license to access and use the Solution Service during the

Subscription Period solely for Purchasing Entity's internal business use purpose and as further detailed in the relevant SOW. Purchasing Entity shall permit access to the Portal only by individuals who are authorized by Purchasing Entity to use the Solution Service and who have been supplied the user credentials by Purchasing Entity (collectively, "Users"). Users may include employees, consultants, contractors and agents of Purchasing Entity. Purchasing Entity shall be liable for the acts and omissions of its Users and any unauthorized users accessing the Solution Service by or through Purchasing Entity and its information system(s) as if such acts or omissions were taken (or omitted to be taken) by Purchasing Entity directly. Contractor can, without notice, limit, suspend, or cancel Purchasing Entity's access to or use of the Solution Service if Purchasing Entity breaches these VSC Product Terms or for good cause, which shall include, but shall not be limited to, any governmental body of competent jurisdiction instituting a law that conflicts with the Agreement and/or causes Contractor to incur additional material expense or undertake additional material burden or obligation in connection with the Solution Service.

4.2. Software Use. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a license to use the Software in accordance with the terms in the URL set forth below and any supplemental license terms set forth in the applicable VSC Product Supplement.

Software License URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-software-license-terms.pdf

4.3. Purchasing Entity Responsibilities for VSC Product.

(i) Purchasing Entity represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the VSC Products provided in the manner as contemplated in these VSC Master Product Terms and applicable VSC Product Supplement and SOW, including, without limitation, having obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide such VSC Products.

(ii) Purchasing Entity represents that all access to and use of the VSC Products by Purchasing Entity and its Users, or otherwise through Purchasing Entity's facilities, equipment, identifiers or passwords will be solely for its internal business purposes as contemplated by these VSC Master Product Terms and applicable VSC Product Supplement and SOW.

(iii) Purchasing Entity is responsible for securing an internet connection at its own cost and must use a supported browser to access the Portal.

(iv) Purchasing Entity further represents that the performance of its obligations and its Users' access to and use of the VSC Products or other exercise of its rights under this Agreement will not violate any applicable local, state or national laws, rules or regulations (collectively, "Laws"), the rights of any third party, or Contractor's VSC Products Acceptable Use Policy located at the following URL ("AUP").

AUP URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-acceptable-use-policy.pdf

(v) Without limiting the foregoing, Purchasing Entity represents that it will not, and will not permit any third party to resell, sublicense, rent, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, decompile, translate, or disassemble the VSC Products or licensed components thereof or to otherwise attempt to extract any or all of the source code of the VSC Products or licensed components thereof (except to the extent such restriction is expressly prohibited by applicable law or open source terms), access a VSC Product in order to build a competitive product or service or to copy any ideas, features or functions of VSC Products or otherwise engage in or permit any use, reproduction, distribution, disposition, possession, disclosure or other activity involving VSC Products or Contractor's Confidential Information (as defined below) that is not authorized by Contractor.

(vi) Upon termination or expiration of the applicable Order for any reason: (a) Customer shall immediately cease using the Solution Service and any other information and materials provided by Contractor in connection therewith, and (b) any and all licenses and access rights granted to Purchasing Entity hereunder shall terminate.

5. **PROFESSIONAL SERVICES**. Contractor may provide to the Purchasing Entity certain technical and consultative Professional Services in connection with the VSC Products. Professional Services may include, but are not limited to, site design, installation, configuration, Equipment testing, training, turn-over and project management. The provision of Professional Services requires the execution of a SOW by both parties. Contractor controls the means, methods, places, and time of its performance of the Professional Services (including the use of subcontractors and consultants).

6. **VSC PRODUCT DEPLOYMENT AND ACCEPTANCE**. Contractor will install and deploy the VSC Product set forth in the applicable VSC Product SOW. Acceptance terms shall be set forth in the applicable VSC Product SOW. Title and risk of loss or damage to Equipment will pass to Purchasing Entity upon Purchasing Entity's Acceptance of the Equipment for Equipment installed by Contractor. If Purchasing Entity chooses not to have the Contractor install the Equipment, then title and risk of loss or damage to Equipment shall pass to Purchasing Entity upon Purchasing Entity's receipt of the Equipment.

7. **EQUIPMENT WARRANTY**. The warranty terms for the Contractor-manufactured Equipment are set forth at the URL set forth below and the length of the warranty period for each VSC Product is set forth in VSC Product Supplement. For any Equipment for which Contractor is not the manufacturer, Contractor will transfer or pass through to Purchasing Entity the benefit of any and all manufacturer warranties which can be transferred or passed through on the same terms as offered by such manufacturers.

Equipment Warranty URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-equipment-warranty.pdf

8. **SUPPORT AND UPDATES.**

8.1. VSC Product Support. Contractor will provide support for the VSC Product as described in the URL set forth below. Purchasing Entity acknowledges and agrees that under the applicable VSC Product Supplement, Contractor will remotely access Equipment to (a) verify Purchasing Entity credentials; (b) issue reports and alerts (such as automated support requests and alert messages); (c) provide maintenance, Product Updates (as defined below) and other technical support; (d) apply policy and configuration changes; and (e) extract usage information, service performance information, and infection logs. Purchasing Entity agrees that the VSC Products may be manufactured and supported by, and its information accessed and/or stored by, resources located within and outside the United States and consents to such access and storage of its information.

Service Support & Maintenance URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-service-support-maintenance.pdf

8.2. Product Updates. Contractor may, but is not required to, make new applications, tools, data, features or functionality available from time to time through the VSC Product and add new services and features to the "VSC Product" definition from time to time (collectively, "**Product Updates**"). If any Product Update is contingent upon Purchasing Entity's agreement to additional terms or is a material change to the VSC Product, Contractor will inform Purchasing Entity by either sending an email to the Notice address or alerting Purchasing Entity through the administrator console.

8.3. Material Changes to Products. Contractor will use commercially reasonable efforts to continue providing the VSC Product without any material adverse change to the Purchasing Entity, unless Contractor determines in its reasonable good faith judgment that (a) it cannot do so by law or by contract (including if there is a change in applicable law or contract) or (b) doing so could create a (i) security risk or (ii) substantial economic or technical burden. Notwithstanding the foregoing, Contractor reserves the right to discontinue VSC Products from time to time as part of its product lifecycle management practices.

9. **DATA PRIVACY**. By using the VSC Product, Purchasing Entity consents to Contractor's collection and use of information in accordance with the terms of Contractor's Privacy Policy, located at https://www.Verizon.com/about/privacy/. Purchasing Entity represents and warrants that it has the rights and the authority with respect to information provided by Purchasing Entity or transmitted through Purchasing Entity's use of the VSC Products to grant Contractor the rights necessary to deliver the VSC Products, comply with Laws, and to engage in any other activity set forth in this VSC Product Supplement. Purchasing Entity grants to Contractor and its affiliates (with rights to sublicense to their suppliers) the non-exclusive, fully paid-up, sublicensable, transferable license, and right to collect, access, copy, store and use such data to provide the VSC Products, to analyze, measure and optimize the performance of the VSC Products, to develop new offerings, and for other business purposes of Contractor and its affiliates, including the development of data products for sale, licensing and distribution to third parties. Purchasing Entity agrees that Contractor may access the Equipment and Portal so that Contractor may comply with a valid legal process, or as otherwise required or authorized by applicable Laws (whether video, metadata, or other information is at issue). To the extent practicable and permitted by applicable Laws or the legal process, Contractor will give notice to Purchasing Entity. Except as may be required under applicable Laws or court order or reasonably required to provide the VSC Products, Contractor will not disclose or distribute data provided by Purchasing Entity to a third party in a form that permits individual identification of Purchasing Entity without Purchasing Entity's prior consent. Purchasing Entity will use commercially reasonable efforts to comply with the privacy and security terms contained in the URL set forth below, and shall notify the Contractor promptly of any unauthorized access to, or use of the VSC Product.

Data Privacy & Security URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-data-privacy-security-standards.pdf

10. **INTELLECTUAL PROPERTY.** Contractor and its suppliers own all intellectual property rights in the VSC Products, product documentation and other materials relating thereto, including any modifications, updates, revisions or enhancements of any of the foregoing. Except as expressly granted herein, Purchasing Entity receives no ownership, license, or other interest in or to any VSC Products or intellectual property created, delivered, or otherwise made available by Contractor, whether in connection with its provision of the VSC Products, performance of its obligations under any VSC Product Supplement or otherwise and all rights not explicitly given are reserved by Contractor and its suppliers. Purchasing Entity grants Contractor, a royalty-free, world-wide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the VSC Product and/or other products any suggestions, enhancement requests, recommendations or other feedback provided by Purchasing Entity or its Users relating to the operation and use of the VSC Products (or components thereof).

11. **CONFIDENTIALITY**.

11.1. The confidentiality obligations set forth herein will apply to information exchanged pursuant to this VSC Master Terms and any applicable VSC Product Supplement. Contractor's confidentiality obligations are set forth in the NASPO Agreement and Purchasing Entity agrees that Contractor may disclose Purchasing Entity's Confidential Information (as defined in the NASPO Agreement) to: (a) Contractor's affiliates; (b) Contractor or Contractor affiliates' suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Contractor or Contractor affiliates' products or services under or in connection with a VSC Product Supplement; (c) successors in interest to Contractor or Contractor affiliates (by merger or otherwise); or (d) persons to whom Contractor or Contractor affiliates may sell all or part of their respective businesses or assets.

11.2. Participating Entity and Purchasing Entity shall treat as confidential and protect from disclosure using the same degree of care it uses for its own confidential information (but no less than a reasonable degree of care), and shall not disclose to any third party except as provided herein, any information received from or disclosed by Contractor in whatever form and designated as confidential by Contractor by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to Contractor (or one of its affiliates or their suppliers), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that relates to Contractor's technology, business affairs, marketing, sales plans, customers, products, services, developments, trade secrets, know-how or personnel (collectively, "Contractor's Confidential Information"). Participating Entity and Purchasing Entity shall use Contractor's Confidential Information only for the purpose of the NASPO Agreement. Participating Entity and Purchasing Entity may disclose Contractor's Confidential Information to subcontractors and consultants solely for the purpose of assisting Purchasing Entity with the use of VSC Products as permitted in the Agreement by Purchasing Entity. The foregoing restrictions on use and disclosure of Contractor's Confidential Information do not apply to information that: (i) is or becomes publicly known, through no wrongful act or omission of the Purchasing Entity; (ii) is received without restriction from a third party free to disclose it without obligation to Contractor; (iii) is developed independently without reference to, or use of, the Contractor's Confidential Information; or (iv) is required to be disclosed by law, regulation, or court or governmental order.

11.3. As Participating Entity and/or Purchasing Entity is a public entity, Contractor acknowledges and agrees that Participating Entity and/or Purchasing Entity has a responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public, including being subject to the Public Records Act ("PRA"). Accordingly, any information provided by Contractor to Participating Entity and/or Purchasing Entity may be required to be disclosed to the public as a result of a public request or court order. If any third party requests that Participating Entity and/or Purchasing Entity disclose the contents of Contractor's Confidential Information pursuant to a PRA or otherwise, Participating Entity and/or Purchasing Entity (as the case may be) agrees to (i) notify Contractor in writing within a reasonable time period after it receives such request; (ii) assert all appropriate defenses or exemptions to disclosure under the PRA; and (iii) not to disclose Confidential Information that qualifies for an applicable exemption under the PRA, unless ordered to do so by a reviewing court of competent jurisdiction.

11.4. Participating Entities and/or Purchasing Entities (as the case may be) acknowledges that breach of this section, including disclosure of any Contractor's Confidential Information, will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each Participating Entity and Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

12. **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANYTHING ELSE IN THE AGREEMENT, THE TOTAL LIABILITY OF CONTRACTOR IN CONNECTION WITH THESE VSC MASTER TERMS AND THE VSC PRODUCTS IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY THE PURCHASING ENTITY THAT INCURS DAMAGE; OR (B) THE AGGREGATE AMOUNT DUE FROM THE AFFECTED PURCHASING ENTITY TO CONTRACTOR UNDER THE RELEVANT ORDER FOR THE SIX MONTHS PRIOR TO ACCRUAL OF THE LATEST CAUSE OF ACTION FOR WHICH THE LIMITATION OF LIABILITY UNDER THIS CLAUSE IS BEING CALCULATED, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY DOES NOT LIMIT (A) ANY PARTY'S LIABILITY: (I) IN TORT FOR DAMAGES PROXIMATELY CAUSED BY ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR BY ITS GROSS NEGLIGENCE, OR (II) WHERE MANDATORY LOCAL LAW DOES NOT ALLOW THE LIMITATION, (B) PURCHASING ENTITY'S PAYMENT OBLIGATIONS UNDER ANY STATEMENT OF WORK OR THE AGREEMENT OR (C) ANY PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

13. **WARRANTY DISCLAIMER**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE VSC PRODUCT SHALL BE ERROR-FREE OR COMPLETELY SECURE. CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR

OTHERWISE) OF ITS PLATFORM, PORTAL, SYSTEMS AND/OR SERVICES. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. CONTRACTOR WILL BEAR NO LIABILITY FOR USE OF THE VSC PRODUCT PROVIDED PURSUANT TO THESE VSC MASTER TERMS IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, CONTRACTOR WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SOLUTION WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT PURCHASING ENTITY MAY UTILIZE IN CONJUNCTION WITH THE VSC PRODUCT OR TO WHICH PURCHASING ENTITY MAY CONNECT TO THE VSC PRODUCT. THE VSC PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. CONTRACTOR IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY CONTRACTOR.

14. **OFFSHORE SUPPORT**. PURCHASING ENTITY AGREES THAT THE VSC PRODUCTS MAY BE PROVIDED BY, AND ITS INFORMATION ACCESSED AND/OR STORED BY, RESOURCES LOCATED WITHIN AND OUTSIDE THE UNITED STATES AND CONSENTS TO SUCH ACCESS AND STORAGE OF ITS INFORMATION.

15. **VSC PRODUCT SUPPLEMENTS**. The VSC Product Supplement applicable to Purchasing Entity's use of each VSC Product is located at following locations:

- **Intelligent Lighting**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-lighting-terms.pdf

- **Parking Optimization**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-parking-optimization-terms.pdf

- **Traffic Data Services**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-traffic-data-services-terms.pdf

- **Real Time Response System**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-real-time-response-system-terms.pdf

- **Intelligent Video**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-video-terms.pdf

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approve contract with C. Thornton, Inc. for construction services.

Amount of Contract:
$1,149,691.50

Funding Source
C0973

ATTACHMENTS:
1. 2024-3005-19 Miscellaneous Drainage Repairs Part 1 and Part 2 (C.Thornton, Inc.)

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Miscellaneous Drainage Repairs (D1-7) Part 1 (A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave.
COM Project# 2024-3005-19
PROJECT #: C0973 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Construction Services

CONTRACT AMOUNT: $1,149,691.50

VENDOR NAME: C. Thornton Inc.

VENDOR NUMBER: 203950

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 X** **N** ___; 5% of the 1st 50% ___ _ or If different, indicate special rate

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: Jessica White **Date** 10/1/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for drainage repairs for districts 1, 2, 3, 4, 5, 6, and 7 were received and opened on August 20, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from C. Thornton, Inc., contract in the amount of $1,149,691.50.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by C. Thornton, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: C. Thornton, Inc.

Project Name: Miscellaneous Drainage Repairs (D1-7) Part 1 (A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave

Project Number: 2024-3005-19

Amount: $1,149,691.50

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MISCELLANEOUS DRAINAGE REPAIRS (D1-7)

PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

PROJECT NO. 2024-3005-19

BID DATE – AUGUST 20, 2025

(3)

ADDENDUM NO. 1
TO
BIDDING AND CONTRACT DOCUMENTS

CITY OF MOBILE PROJECT NO. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS (D1-7)
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

BID DATE: AUGUST 20, 2025
2:30 P.M.

TO: **ALL PROSPECTIVE BIDDERS**

DATE: **AUGUST 14, 2025**

A copy of this Addendum No. 1, signed by an authorized representative of this contractor, must be attached, or bound in the front of the Contract Documents and Specifications. **Contract Documents and Specifications along with Addendum No. 1 must be submitted together to the City of Mobile or the Contractor's bid shall be declared invalid.**

I, the undersigned, hereby acknowledge receipt of this addendum and certify to the City of Mobile that I understand the information attached hereto and have made the appropriate adjustment to the bid proposal.

Authorized Representative of Contractor — Date: 8/14/25

ADDENDUM NO. 1
TO
BIDDING AND CONTRACT DOCUMENTS

CITY OF MOBILE PROJECT NO. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS (D1-7)
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

BID DATE: AUGUST 20, 2025
2:30 P.M.

TO: **ALL PROSPECTIVE BIDDERS**

DATE: **AUGUST 14, 2025**

BID DOCUMENTS, SPECIFICATIONS & CONTRACT DOCUMENTS

A. **PROPOSAL**: Item III, Proposal, shall be ***deleted***. The revised Item III, Proposal notated as Addendum No. 1 and attached herein, shall be ***added.***

Revisions to Item III, Proposal are listed below:

- **Pay Item 600-A6, Mobilization – BIN 012017:** Item number ***updated***.
- **Pay Item 999-X, Work of a Similar Nature Utilizing Bid Items and Unit Prices (To be Determined by the Engineer:** Unit price ***added.***

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

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Certificate of Contractor's and Subcontractor's Insurance VII

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Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, August 20, 2025 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-19
Project:	Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave
Project Description:	Various drainage repairs at multiple bridge culvert sites

Plans and contract documents may be inspected and obtained from ***Michael Baker International, 11 N. Water Street, Suite 14290, Mobile, AL 36602*** upon payment of one hundred dollars ($100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on August 15, 2025.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on August 13, 2025 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave,** City of Mobile Project No. **2024-3005-19**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES JULY 23, JULY 30, AND AUGUST 6, 2025

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave**, City of Mobile Project No. **2024-3005-19**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/20/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the ***Michael Baker International***, as well as the premises

Project Name: Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave
Project No: 2024-3005-19
Project Description: Various drainage repairs at multiple bridge culvert sites
Major work items include: Concrete slope paving, crack repair, spall repair, clearing and grubbing

The Bidder further agrees to construct the improvements in **155** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to ***Michael Baker International, 11 N. Water Street, Suite 14290, Mobile, AL 36602***. In order to receive consideration, the request must be received before 12:00 p.m. on August 15, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #1

Project No. 2024-3005-19

MISCELLANEOUS DRAINAGE REPAIRS

PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-A1	1	LS	CLEARING & GRUBBING - BIN 007290	One Thousand Five Hundred Dollars and No Cents	$1,500.00	$1,500.00
201-A2	1	LS	CLEARING & GRUBBING - BIN 010791	Four Thousand Dollars and No Cents	$4,000.00	$4,000.00
201-A3	1	LS	CLEARING & GRUBBING - BIN 012017	Two Thousand Five Hundred Dollars and No Cents	$2,500.00	$2,500.00
201-A4	1	LS	CLEARING & GRUBBING - BIN 014688	Seven Thousand Five Hundred Dollars and No Cents	$7,500.00	$7,500.00
201-A5	1	LS	CLEARING & GRUBBING (APPROX 0.25 AC) - TOULMINS SPRING BRANCH EAST OF WILSON AVE	One Thousand Five Hundred Dollars and No Cents	$1,500.00	$1,500.00
201-B1	1	LS	SELECTIVE CLEARING - BIN 011461	Two Thousand Five Hundred Dollars and No Cents	$2,500.00	$2,500.00
201-B2	1	LS	SELECTIVE CLEARING - BIN 012016	Three Thousand Dollars and No Cents	$3,000.00	$3,000.00
206-C1	30	SY	REMOVING CONCRETE SIDEWALK	Fifty Dollars and No Cents	$50.00	$1,500.00
206-C2	350	SY	REMOVAL OF CONCRETE	Thirty Dollars and No Cents	$30.00	$10,500.00
206-C3	41	SY	REMOVAL OF CONCRETE SLOPE PAVING	Forty Dollars and No Cents	$40.00	$1,640.00
206-D1	465	LF	REMOVING GUARDRAIL	Six Dollars and No Cents	$6.00	$2,790.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-D2	175	LF	FENCE REMOVAL (ALL TYPES)	Twenty Dollars and No Cents	$20.00	$3,500.00
206-D3	100	LF	REMOVING CURB	Thirty Dollars and No Cents	$30.00	$3,000.00
210-A	2660	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	Twenty Five Dollars and No Cents	$25.00	$66,500.00
210-D1	925	CY	BORROW EXCAVATION (A-4 OR BETTER) (TRUCK BED MEASURE)	Thirty Dollars and No Cents	$30.00	$27,750.00
210-D2	120	CY	BORROW EXCAVATION (UNDERWATER BACKFILL) (TRUCK BED MEASURE)	Thirty Five Dollars and No Cents	$35.00	$4,200.00
210-D3	50	CY	BORROW EXCAVATION (A-6 OR 7) (TRUCK BED MEASURE)	Fifty Dollars and No Cents	$50.00	$2,500.00
214-B	20	CY	FOUNDATION BACKFILL, COMMERCIAL	One Hundred Fifteen Dollars and No Cents	$115.00	$2,300.00
301-A	640	SY	CRUSHED AGGREGATE BASE COURSE, 5" THICK	Fifty Dollars and No Cents	$50.00	$32,000.00
401-A	250	SY	BITUMINOUS TREATMENT A	One Dollar and No Cents	$1.00	$250.00
424-A	25	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B (180 LB/SY)	Three Hundred Dollars and No Cents	$300.00	$7,500.00
430-B1	225	TON	AGGREGATE SURFACING (ALDOT #4)	One Hundred Fifteen Dollars and No Cents	$115.00	$25,875.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
430-B2	625	TON	AGGREGATE SURFACING (ALDOT #1)	One Hundred Fifteen Dollars and No Cents	$115.00	$71,875.00
454-A1	912	LF	CLEANING AND SEALING CONCRETE PAVEMENT, TYPE 1, CRACKS (EPOXY INJECTION)(ALL SIZES AND LENGTHS AS DIRECTED BY THE ENGINEER)	Fifty Five Dollars and No Cents	$55.00	$50,160.00
459-C	615	LF	FULL DEPTH SAW CUT	Twelve Dollars and No Cents	$12.00	$7,380.00
490-D	245	SF	STRUCTURAL SPALL REPAIR	Nine Hundred Thirty Five Dollars and No Cents	$935.00	$229,075.00
600-A1	1	LS	MOBILIZATION - BIN 007094	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A2	1	LS	MOBILIZATION - BIN 007290	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A3	1	LS	MOBILIZATION - BIN 010791	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A4	1	LS	MOBILIZATION - BIN 011461	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A5	1	LS	MOBILIZATION - BIN 012016	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A6	1	LS	MOBILIZATION - BIN 012017	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
600-A7	1	LS	MOBILIZATION - BIN 014688	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
600-A8	1	LS	MOBILIZATION - TOULMINS SPRING BRANCH EAST OF WILSON AVE	Seven Thousand Dollars and No Cents	$7,000.00	$7,000.00
610-A	45	SY	LOOSE RIPRAP, CLASS 2 (REMOVE & RELOCATE)	One Hundred Dollars and No Cents	$100.00	$4,500.00
610-C	510	TON	LOOSE RIPRAP, CLASS 2	One Hundred Twenty Four Dollars and Fifty Cents	$124.50	$63,495.00
610-D	2715	SY	FILTER BLANKET, GEOTEXTILE (NON-WOVEN)	Three Dollars and No Cents	$3.00	$8,145.00
614-B1	115	CY	REINFORCED SLOPE PAVING (INCL. STEEL REINFORCEMENT) (6" THICK)	Eight Hundred Fifty Dollars and No Cents	$850.00	$97,750.00
614-B2	8	CY	REINFORCED SLOPE PAVING (INCL. WIRE REINFORCEMENT) (4" THICK)	Five Hundred Ninety Five Dollars and No Cents	$595.00	$4,760.00
614-C	100	CY	PUMPING CONCRETE	Two Hundred Dollars and No Cents	$200.00	$20,000.00
615-B	33	CY	RIPRAP GROUT	Three Hundred Ninety Eight Dollars and No Cents	$398.00	$13,134.00
618-A	40	SY	CONCRETE SIDEWALK, 4" THICK	Ninety Nine Dollars and Fifty Cents	$99.50	$3,980.00
620-A	5	CY	MINOR STRUCTURE CONCRETE	Two Thousand Five Hundred Dollars and No Cents	$2,500.00	$12,500.00
623-A1	70	LF	CONCRETE CURB, TYPE A	Forty Eight Dollars and Seventy Five Cents	$48.75	$3,412.50

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
623-A2	105	LF	CONCRETE CURB, TYPE F	Forty Eight Dollars and Fifty Cents	$48.50	$5,092.50
630-A	400	LF	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	Thirty One Dollars and Twenty Cents	$31.20	$12,480.00
630-C	2	EACH	GUARDRAIL END ANCHOR, TYPE 8	One Thousand Eight Hundred Dollars and No Cents	$1,800.00	$3,600.00
630-G	190	LF	STEEL BEAM GUARDRAIL FOR CULVERT, CLASS A, TYPE 2, CASE 3	One Hundred Eighty Six Dollars and No Cents	$186.00	$35,340.00
631-C	80	LF	GUARDRAIL RESET	Sixteen Dollars and Eighty Cents	$16.80	$1,344.00
631-E	3	EACH	GUARDRAIL END ANCHOR, RESET	One Thousand Four Hundred Forty Dollars and No Cents	$1,440.00	$4,320.00
650-A	165	CY	TOPSOIL (4" THICK) (TRUCK BED MEASURE)	Thirty Dollars and No Cents	$30.00	$4,950.00
654-A	1030	SY	SOLID SODDING (MATCH EXISTING GRASS)	Six Dollars and Fifty Cents	$6.50	$6,695.00
659-C	25	SY	EROSION CONTROL PRODUCT, TYPE S1	Four Dollars and Fifty Cents	$4.50	$112.50
665-A	0.25	AC	TEMPORARY SEEDING	Five Hundred Fifty Dollars and No Cents	$550.00	$137.50
665-B	0.25	TON	TEMPORARY MULCHING	Five Hundred Fifty Dollars and No Cents	$550.00	$137.50

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-E	675	SY	POLYETHYLENE	Three Dollars and No Cents	$3.00	$2,025.00
665-F	200	EACH	HAY BALES	Twelve Dollars and No Cents	$12.00	$2,400.00
665-G	825	EACH	SAND BAGS	Ten Dollars and No Cents	$10.00	$8,250.00
665-I	100	TON	TEMPORARY RIPRAP, CLASS 2	One Hundred Dollars and No Cents	$100.00	$10,000.00
665-J	525	LF	SILT FENCE, TYPE A (INCL. INSTALLATION AND REMOVAL)	Six Dollars and No Cents	$6.00	$3,150.00
665-L	350	LF	FLOATING BASIN BOOM	Fifty Dollars and No Cents	$50.00	$17,500.00
665-P	1	EACH	INLET PROTECTION, STAGE 3 OR 4	Five Hundred Fifty Dollars and No Cents	$550.00	$550.00
665-Q	460	LF	WATTLE	Twelve Dollars and No Cents	$12.00	$5,520.00
674-A	450	LF	CONSTRUCTION SAFETY FENCE	Five Dollars and No Cents	$5.00	$2,250.00
680-A	1	LS	GEOMETRIC CONTROLS	Five Thousand Dollars and No Cents	$5,000.00	$5,000.00
690-A	8	EACH	PROJECT SIGNS	Eight Thousand Dollars and No Cents	$8,000.00	$64,000.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
690-B	1	EACH	PORTABLE TOILET	One Thousand Dollars and No Cents	$1,000.00	$1,000.00
690-C	29	CY	FLOWABLE FILL	Three Hundred Eighty Five Dollars and No Cents	$385.00	$11,165.00
690-D	1	LS	DEWATERING	Seven Thousand Five Hundred Dollars and No Cents	$7,500.00	$7,500.00
690-E	175	LF	RESIDENTIAL FENCE, ALL TYPES (INCL. GATES)	Forty Dollars and No Cents	$40.00	$7,000.00
690-F	1	LS	TEMPORARY STREAM DIVERSION	Seven Thousand Five Hundred Dollars and No Cents	$7,500.00	$7,500.00
701-G	60	LF	SOLID YELLOW, CLASS 1, TYPE B TRAFFIC STRIPE	Twenty Four Dollars and No Cents	$24.00	$1,440.00
740-A1	1	LS	TRAFFIC CONTROL SCHEME - BIN 007094	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A2	1	LS	TRAFFIC CONTROL SCHEME - BIN 007290	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A3	1	LS	TRAFFIC CONTROL SCHEME - BIN 010791	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A4	1	LS	TRAFFIC CONTROL SCHEME - BIN 011461	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A5	1	LS	TRAFFIC CONTROL SCHEME - BIN 012016	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00

ADDENDUM #1
Project No. 2024-3005-19
MISCELLANEOUS DRAINAGE REPAIRS
PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740-A6	1	LS	TRAFFIC CONTROL SCHEME - BIN 012017	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-A7	1	LS	TRAFFIC CONTROL SCHEME - BIN 014688	Three Thousand Fifty Dollars and No Cents	$3,050.00	$3,050.00
740-B	70	SF	CONSTRUCTION SIGNS	Fourteen Dollars and Fifty Cents	$14.50	$1,015.00
740-D	50	EACH	CHANNELIZING DRUMS	Forty Five Dollars and Sixty Cents	$45.60	$2,280.00
740-E	50	EACH	CONES, 36" HIGH	Nineteen Dollars and Twenty Cents	$19.20	$960.00
740-I	2	EACH	WARNING LIGHTS, TYPE B	Seventy Eight Dollars and No Cents	$78.00	$156.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	Thirty Three Thousand Dollars and No Cents	$33,000.00	$33,000.00

TOTAL BID	**One Million One Hundred Forty Nine Thousand Six Hundred Ninety One Dollars and Fifty Cents**	**$1,149,691.50**
TAX SAVINGS	**Thirty Thousand Dollars and No Cents**	**$30,000.00**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY _____

SIGNATURE _____

DATE _____

Base Bid

Total (All items listed in Proposal) $ 1,149,691.50

Written in words ONE MILLION ONE HUNDRED FORTY NINE THOUSAND SIX HUNDRED NINTY ONE DOLLARS AND FIFTY CENTS

Number of working days to complete 155

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By C. THORNTON, INC.

Signature of Bidder Chylane T. Gregory
(If a Corporation)

By Chylane T. Gregory
President
CHYLANE T. GREGORY
Print

Business Address 12390 AIRPORT BLVD., MOBILE, AL 36608

Carolyn B. Thornton
Secretary
CAROLYN B. THORNTON
Print

Business Address 12390 AIRPORT BLVD., MOBILE, AL 36608

_____
Treasurer
_____
Print

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered: ALABAMA

ATTEST: _____
Secretary

18330
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That C. Thornton, Inc.
(Name of Contractor)
12390 Airport Blvd., Mobile, AL 36608
(Address)
as Principal, and Atlantic Specialty Insurance Company
(Name of Surety)
605 Highway 169 North, Suite 800, Plymouth, MN 55441
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave, City of Mobile Project No. *2024-3005-19.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered August 15, 2025 (Date)

C. Thornton, Inc. (Contracting Firm)

Witness as to Principal By: (SEAL)

Atlantic Specialty Insurance Company (Name of Surety)

COUNTERSIGNED: Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent

Alabama Resident Agent By

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of August, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we C. Thornton, Inc. as Principal and Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of one million, one hundred forty-nine thousand, six hundred ninety-one dollars and fifty cents ($1,149,691.50) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20___ (hereinafter called the Contract) for **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave, City of Mobile Project No.** ***2024-3005-19*** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under 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 one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) C. Thornton, Inc.

BY: Chylane L. Gregory

(Signature)

ATTEST: Carolyn B Thornton

(Signature)

Chylane T. Gregory

(Print)

Carolyn B Thornton (Print)

ITS: President

(Title)

ITS: Secretary

Atlantic Specialty Insurance Company

(Surety sign here) (Corporate name)

BY: Mark W. Edwards II

(Signature)

ATTEST:

Mark W. Edwards, II

(Print)

Anna Childress

(Signature)

ITS: Attorney-in-Fact & Licensed AL Resident Agent

(Title)

Anna Childress (Print)

ITS: Vice President Surety

Corporate Seal

20

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated_____ day of _____, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we C. Thornton, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a NY corporation
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of one million, one hundred forty-nine thousand, six hundred ninety-one dollars and fifty cents ($1,149,691.50), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for **Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

C. Thorton, Inc.
(Corporate Name)

BY: Chylene L. Gregory
(Signature)

Chylene T. Gregory
(Print)

ITS: President
(Title)

ATTEST:
Carolyn B Thornton
(Signature)

Carolyn B Thornton (Print)

ITS: Secretary
(Title)

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Mark W. Edwards II
(Signature)

Mark W. Edwards, II
(Print)

ITS: Attorney-in-Fact & AL Resident Agent
(Title)

ATTEST:
Anna Childress
(Signature)

Anna Childress (Print)

ITS: Vice President - Surety
(Title)

Corporate Seal

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Joshua T. Jones, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel, Robert Read Davis, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. 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.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. 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.

2. 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 Contractor.

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.

3. 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.

4. 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.

5. 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).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. 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.

c. 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.

d. 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.

e. 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.

CTHORNT-01 ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/17/2025

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	CONTACT NAME: Ashley Spaulding, CISR	
Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	PHONE (A/C, No, Ext): (251) 643-7043	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS: ashley@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Middlesex Insurance Company	23434
INSURED C Thornton Inc 12390 Airport Blvd Mobile, AL 36608	INSURER B : Midwest Employers Casualty Co	23612
	INSURER C : AGC Workers Comp Fund, Inc	055028
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	A0174626	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $ 100,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0174626	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	A0174626	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 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		EWC009234	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Workers Compensation			MP088-2025-AL	1/1/2025	12/31/2025	Per Statute	
A	Equipment Floater			A0174626	6/30/2025	6/30/2026	Leased/Rented	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No: 2024-3005-19 - Misc. Drainage Repairs (D1-7)

Regarding effective and expiration, both days are at 12:01 AM Standard Time at the insureds address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by AM Best & their rating is A- VII. Midwest Employers Casualty Company is rated by AM Best and their rating is A+ XV.

General Liability:

Additional Insured provisions apply with respect to General Liability (including on-going and completed operations), subject to forms CG 71 25 06 22, if SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CTHORNT-01 ETESNEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thames Batre' Insurance		C Thornton Inc 12390 Airport Blvd Mobile, AL 36608
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	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:
required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CG 71 25 06 22, if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CG 71 25 06 22 if required by written contract.
Per Project Aggregate provisions apply with respect to General Liability, subject to form CG 71 18 06 20, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to General Liability, subject to form IL 70 60 08 15, if required by written contract.

Automobile:
Additional Insured provisions apply with respect to Automobile Liability, subject to form CA 20 48 10 13, if required by written contract.
Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form CA 76 16 06 18 if required by written contract.
Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form CA 00 01 11 20, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to Automobile Liability, subject to form IL 70 60 08 15, if required by written contract.

Excess Liability:
Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Additional Insured provisions apply with respect to Excess Liability, subject to Automobile 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.
Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to Automobile 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.
Waiver of Subrogation provisions apply with respect to Excess Liability, subject to Excess Liability underlying terms, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to General Liability, subject to General Liability underlying terms, if required by written contract.
30 day Notice of Cancellation provisions apply with respect to Automobile Liability, subject to Excess Liability underlying terms, if required by written contract.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2025

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
MRM, LLC.
PO Box 382408
Birmingham, AL 35238

www.mrm-llc.com

CONTACT NAME: Melanie Ginn
PHONE (A/C, No, Ext): 877-402-5246 FAX (A/C, No): 205-730-2833
E-MAIL ADDRESS: certs@mrm-llc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alabama Associated General Contractors SIF	
INSURER B : Midwest Employers Casualty Company	23612
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C Thornton, Inc.
12390 Airport Boulevard
Mobile AL 36608

COVERAGES **CERTIFICATE NUMBER:** 87194704 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		✓	MP088-2025-AL	1/1/2025	1/1/2026	✓ PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐	N / A		PJAL180000	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC009234	1/1/2025	1/1/2026	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)

Regarding effective and expiration, both days are at 12:01 am Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by A.M. Best & their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.
Project: 2024-3005-19, Misc Drainage Repairs (D1-7) Part 1 & Part 2. Waiver of subrogation in favor of City of Mobile when required by written contract. 30-day notice of cancellation applies 10-day for nonpayment of premium.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Terry Young

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ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740-A. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Omit

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. Omit

61. Omit

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Omit

65. Omit

ITEM IX

ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and C. Thornton, Inc. (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Miscellaneous Drainage Repairs (D1-7) Part 1(A) Multiple Bridge Culvert Sites and Part 2 Toulmins Spring Branch East of Wilson Ave
Project No: 2024-3005-19
Project Description: Various drainage repairs at multiple bridge culvert sites
Major work items include: Concrete slope paving, crack repair, spall repair, clearing and grubbing.

City of Mobile Project Number **2024-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,149,691.50**) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete

the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is ***Michael Baker International.***

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of 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, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) 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.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) 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.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

_____(Print)

C. Thornton Inc

CONTRACTOR; **(IF CORPORATION)**

C. Thornton Inc (Print)

BY: Chylane T Gregory

ITS PRESIDENT

Chylane T. Gregory (Print)

Corporate Seal

ATTEST: Carolyn B Thornton

ITS SECRETARY

Carolyn B. Thornton (Print)

9-17-2025

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Chylane T. Gregory, whose name is signed to the foregoing instrument in the capacity of President of C. Thornton, Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 17th day of September, 2025.

NOTARY PUBLIC My Commission Expires:

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. SECTION 631, PAY ITEM 631-G *GUARDRAIL END ANCHOR RESET*: SUB-SECTION 631.05(b) SHALL BE **REPLACED** WITH THE FOLLOWING:

   Payment will be made under Item No.: 631-E Guardrail End Anchor Reset

6. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

7. ITEM 654-A *SOLID SODDING*:

   654.A.1

   Description
   This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

8. ITEM 659-A *EROSION CONTROL NETTING:*

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

9. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

10. ITEM 690-B *PORTABLE TOILETS:*

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 690-C. *FLOWABLE FILL:*

690 C.1

Description
A CONTROLLED LOW-STRENGTH MATERIAL (concrete flowable fill) is a low strength material mixed to a wet flowable slurry used to fill voids in pipes, sewers and manholes.

690 C.2

Materials
See Attachment F.

690 C.3

Proportioning
See Attachment F.

690 C.4

Mix Design
The Contractor shall use Mix #2. See Attachment F.

690 C.5

Test Methods
Sampling the freshly mixed flowable fill shall be performed according to AASHTO T 141, except the elapsed time for obtaining the composite sample shall not exceed 2 minutes. The flow test shall start within 5 minutes of obtaining the composite sample. The molding of strength test specimens shall start within 10 minutes of obtaining the composite sample.

The temperature test shall be according to ASTM C 1064.

The flow test shall consist of filling a 3-inch inside diameter by 6-inch long plastic cylinder. The maximum variation from the normal inside diameter and length shall be 3 mm (1/8 inch). The plastic cylinder shall be smooth, rigid and open at both ends. The test method shall consist of placing the cylinder on a flat, level, firm surface which is free of vibration or other disturbances. The cylinder shall be firmly held in place and filled in

one lift. The top of the cylinder shall be struck off to form a level surface while holding the cylinder in place. The cylinder shall be pulled straight up, and the approximate diameter of the mixture's spread shall be measured.

The air content test shall be according to AASHTO T 152, except the bowl shall be filled in one lift without vibration, rodding, or tapping.

The compressive strength test shall be according to AASHTO T 22; neoprene caps shall be used for compressive testing. Strength is defined as the average of two or more cylinder breaks. The 6-inch x 12-inch cylinders shall be made according to AASHTO T 23, except the cylinders shall be filled in one lift without vibration, rodding, or tapping. When bleed water appears at the top of the mold after a few minutes, the mold shall be refilled. The curing method shall be modified by not removing the covered specimen from the mold until the time of testing. The cylinders shall be stored in a shaded area with a controlled temperature of 60°F to 80°F.

The Engineer reserves the right to adjust the proportion of materials in the field for flowability. No additional compensation will be paid to the Contractor for a mix adjustment.

CONSTRUCTION REQUIREMENTS

690 C.6

Placement

The mix shall not be placed on frozen ground, in standing water, during wet weather conditions or during high tides. Mixing and placing shall begin only if the air temperature is 35°F minimum and rising. At time of placement, the material temperature shall be 40°F minimum. Mixing and placing shall stop when the air temperature is 40°F and falling. The mix shall be placed directly from the chute into the space to be filled. Other placement methods may be approved by the Engineer if the mix design is appropriate. When backfilling against structures, the mix shall be placed in layers to prevent damage by lateral pressures. Side slopes shall be stepped or serrated to prevent wedging action of the backfill against the structure. Each layer shall be allowed to harden prior to placing the next layer.

When backfilling pipe culverts, the mix shall be distributed evenly on each side of the pipe culvert to prevent movement. To prevent uplift of the pipe culvert, the first layer shall stop at one-fourth the height of the culvert. After settlement of the first layer as determined by the Engineer, the second layer shall stop at one-half the height of the culvert. After settlement of the second layer, as determined by the Engineer, the remainder of the trench shall be filled. A mix may be placed in a single layer for Portland cement pipe culverts.

The mix shall not be exposed to freezing temperatures or wet weather conditions during the first 24 hours after placement.

The contractor shall not place backfill over the concrete flowable backfill for a minimum of 48 hours.

Any falsework required to place this material shall be a subsidiary obligation of the concrete flowable fill.

690 C.07

Method Of Measurement
This work will be measured for payment and the volume computed in cubic yards.

690 C.08

Basis of Payment
This work will be paid for at the contract unit price per cubic yard for CONCRETE FLOWABLE FILL.

12. ITEM 690-D. *DEWATERING*

690.D.01
Description

This pay item shall include all labor and maintenance necessary to provide dewatering, regardless of nature, for the duration of the project.

690.D.02
Basis of Payment

Payment will be based on the respective unit bid price for dewatering, complete-in-place, which shall be payment in full for hauling, preparation, placing, and maintenance of all dewatering items and for all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 690-E. *RESIDENTIAL FENCE, ALL TYPES (INCLUDING GATES)*

690.E.01
Description

This pay item shall include all labor and materials necessary to provide, on the project site, all residential fence, all types (including gates). The residential fence shall be match-in-kind.

690.E.02
Basis of Payment

Payment will be based on the respective unit bid price for residential fence, all types (including gates), which shall be payment in full for materials, labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 690-F *TEMPORARY STREAM DIVERSION:*

690.F.01

Description

This pay item shall include all labor and maintenance necessary to provide temporary stream diversion, regardless of nature, for the duration of the project.

690.F.02

Basis of Payment

Payment will be based on the respective unit bid price for temporary stream diversion, complete-in-place, which shall be payment in full for hauling, preparation, placing, and maintenance of all temporary stream diversion items and for all labor, equipment, tools and incidentals necessary to complete this item.

15. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

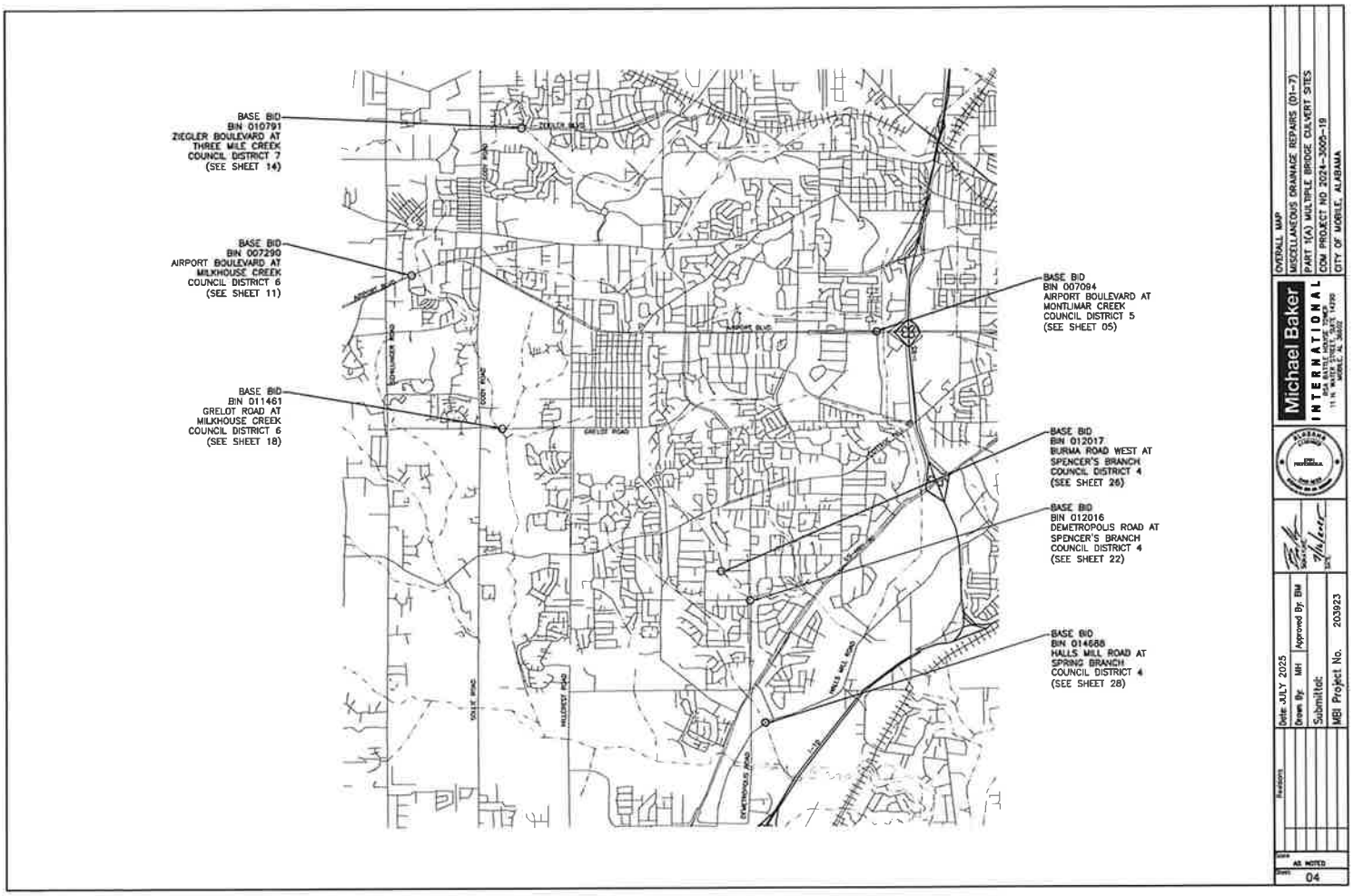
740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION

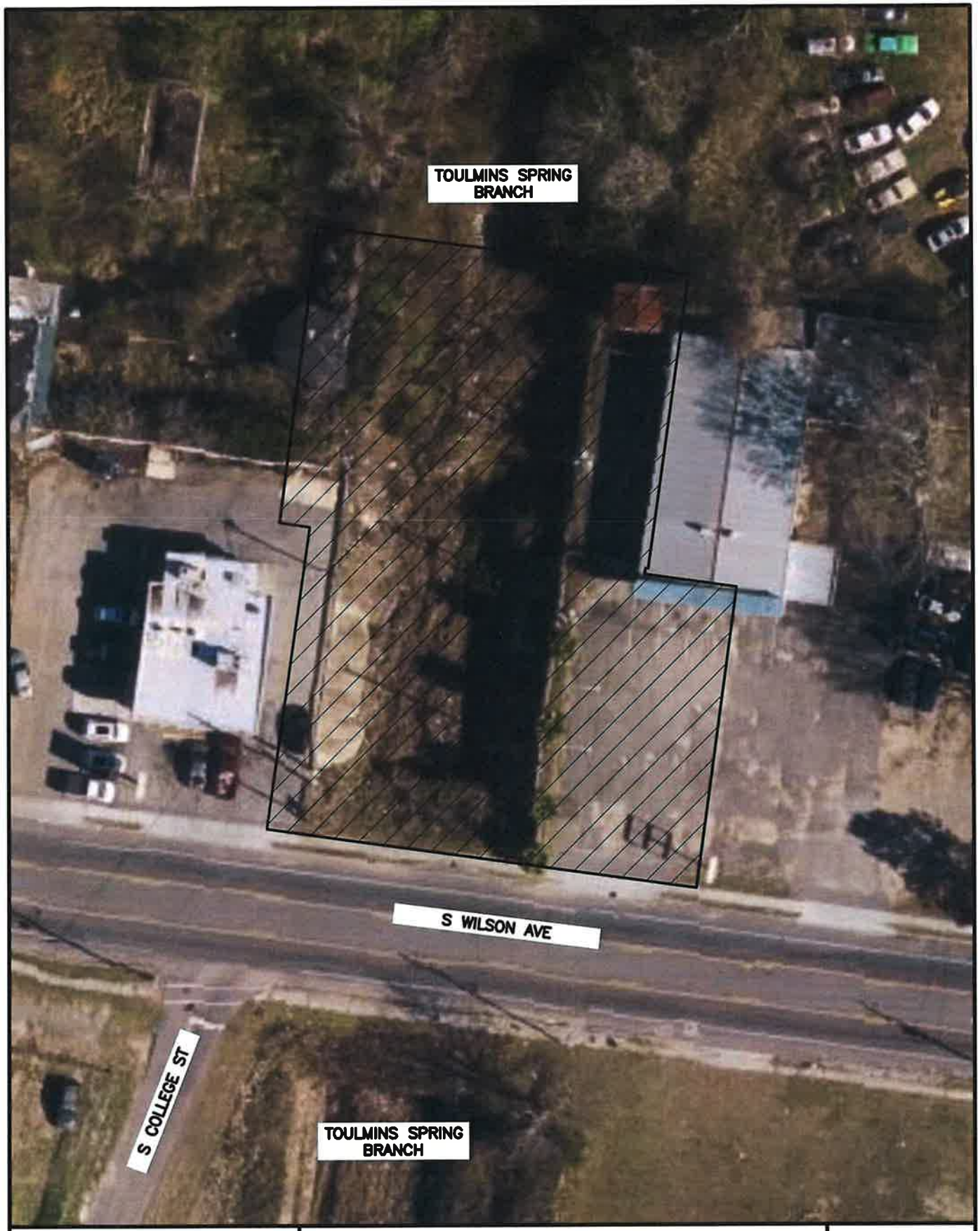


OVERALL MAP
MISCELLANEOUS DRAINAGE REPAIRS (01-7)
PART 1(A) MULTIPLE BRIDGE CULVERT SITES
COM PROJECT NO 2024-3005-19
CITY OF MOBILE, ALABAMA

Michael Baker INTERNATIONAL
RSA BATTLE HOUSE TOWER
11 N. WATER ST. SUITE 14190
MOBILE, AL 36602

Date: JULY 2025
Drawn By: MH
Approved By: BM
Submitted:
MBI Project No. 203923

AS NOTED
04



Michael Baker INTERNATIONAL

TOULMINS SPRING BRANCH EAST OF WILSON AVENUE

N.T.S.

1 OF 1

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	C. THORNTON, INC.
Address	12390 AIRPORT BLVD., MOBILE, AL 36608
Telephone	251-639-1906
E-Mail	ctgregory@cthorntoninc.com

RFP/RFQ Solicitation Number	2024-3005-19
Project Description	MISCELLANEOUS DRAINAGE REPAIRS (D1-7) PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE
Is your company a DBE company?	Yes [X] No [ ]
Work force demographics	Male 41 Female 3 Minority 30 Non-minority 14 SDVO NA Total #of Employees 44

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHYLANE T. GREGORY

Signature: Chylane T. Gregory Date: 8/20/2025

Title: PRESIDENT

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: CHYLANE T. GREGORY Title: PRESIDENT

Email: ctgregory@cthorntoninc.com Phone: 251-639-1906

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company C. THORNTON, INC. Your Bid/Proposal Amount $ 1,149,778.50 Date:

8 / 20 / 2025 Description MISCELLANEOUS DRAINAGE REPAIRS (D1-7) PART 1(A) MULTIPLE BRIDGE CULVERT SITES AND PART 2 TOULMINS SPRING BRANCH EAST OF WILSON AVE

Name of Bidder/Proposer: C. THORNTON, INC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
COASTAL ENVIRON MENTAL & EROSION CONTROL	251-510-1466	PLANTING AND EROSION CONTROL	25,827.50	3%	YES	
HCL CONTRACTING LLC	251-653-1399	PAVING AND STRIPING	9,190.00	1%	NO	
C & H CONSTRUCTION SERVICES LLC	251-973-9500	TRAFFIC CONTROL	85,722.00	3%	NO	
BAYOU CONCRETE	251-421-6063	CONCRETE	35,000.00	3%	NO	
LADD SUPPLY CO., INC.	251-457-2327	MATERIALS	5,500.00	1%	NO	
CONCRETE RESTORATIONS	251-423-5711	CONCRTE INJECTIONS AND SEALING	253,850.00	22%	NO	
VULCAN MATERIALS COMPANY	251-259-2187	ROCK SUPPLIER	78,840.00	7%	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: C. THORNTON, INC.

Contact Person: CHYLANE T. GREGORY Phone 251-639-1906 Email ctgregory@cthorntoninc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) If the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. WE ARE A CERTIFIED DBE FIRM AND WE HAVE COASTAL ENVIRONMENTAL AND EROSION CONTROL WHO ARE CERTIFIED DBE

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL_____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
William Carroll, Councilmember
Sandy Stimpson, Mayor

Purpose and Scope of Project:
The attached construction engineering and inspection services contract is between Volkert, Inc. and the City of Mobile for the amount of $1,481,507.84. 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 for roadway rehabilitation, utility replacement and repair, and streetscape improvements to replace and improve outdated infrastructure and foster new development along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16).

Amount of Contract:
$1,481,507.84

Funding Source
G-BROADPH4

ATTACHMENTS:
1. Cover Letter MLK CE&I
2. MLK CE&I_Agreement_RESOLUTION
3. Volkert CEI Contract MLK (CITY Legal Clean 9.22.25)
4. Your Legal Request is Complete - We'd Love Your Feedback!

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

October 08, 2025

Dear Councilmembers:

The attached construction engineering and inspection services contract is between Volkert, Inc. and the City of Mobile for the amount of $1,481,507.84. 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 for roadway rehabilitation, utility replacement and repair, and streetscape improvements to replace and improve outdated infrastructure and foster new development along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16).

This contract will be funded by ALDOT MPO Funds and City Match 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,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

2025

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: Volkert, Inc.

Project Name: TIGER 2016 Project Phase Four – Dr. Martin Luther King Jr. Ave
COM Project No. 2023-2045-01

Cost: $1,481,507.84

Adopted:

_____
City Clerk

TIGER 2016 PROJECT PHASE FOUR – DR. MARTIN LUTHER KING JR. AVE

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

PROJECT NO. 2023-2045-01

ENGINEER:
VOLKERT, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

THIS CONTRACT is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between: CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and VOLKERT, INC. ("Engineer") an Alabama corporation with its principal office at 1110 Montlimar Drive Mobile, AL 36609.

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 **Volkert, 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 – TIGER 2016 Phase Four – Dr. Martin Luther King Jr. Ave: Construction Engineering and Inspection Services, Project No. 2023-2045-01. This CONTRACT is for civil engineering, construction inspection and administration, for roadway rehabilitation, utility replacement, sidewalk, signage, striping, lighting, signalization and fence along bridge to replace and improve outdated infrastructure and foster new development along Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16) (See Exhibit A for approximate locations).

PROPOSAL – The proposal attached in Exhibit C dated April 23, 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 CITY will retain a material testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.

f. The ENGINEER shall have a copy of and be thoroughly familiar with TECHNICAL SPECIFICATIONS and applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and

Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Project Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

i. No major changes in the "as bid" construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.

j. The INSPECTOR will sign all material tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The CITY or ENGINEER shall stop the PROJECT at any time if the equipment is not in accordance with TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.

l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the PROJECT MANAGER.

m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR with each monthly estimate.

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly calendar day charge must be resolved immediately. Discrepancies not resolved within ten (10) calendar days of the original report date shall be documented by the ENGINEER and delivered to the PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly calendar day charge within ten (10) calendar days of the original report date, such monthly calendar day charge shall be deemed accepted by the CONTRACTOR. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work and time charges can resume.

c. The ENGINEER will upload daily updates including progress photos to E-Builder.

d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit D.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) calendar days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this 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, upon payment of all amounts due ENGINEER, become the property of the CITY. Any use of such documents by the CITY or others on any Project other

than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation or liability to any extent whatsoever on the part of ENGINEER. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, " ed Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive calendar days, the ENGINEER may terminate this CONTRACT by giving thirty (30) calendar days written notice.

C. The CITY and the ENGINEER each binds itself, its successors, and assigns to the other party in respect to all covenants of this CONTRACT. Neither party shall transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the other Party ; which such consent shall be granted or denied solely at the other Party's discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual 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.

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 $1,481,507.84 (One Million Four Hundred and Eighty-One Thousand Five Hundred Seven Dollars and Eighty-Four 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. 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 similar design professional practicing under the same or similar circumstances and professional licenses at the same time and in the same locale and performing the same or similar services as expeditiously as is prudent considering the ordinary professional skill and care.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of 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 Surface Transportation Funds (Mobile Area dedicated) and CITY match 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:

Volkert, Inc.
c/o Joey Fresolone
Engineer's Authorized Agent
1110 Montlimar Drive
Mobile, AL 36609

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, due to ENGINEER'S breach of its Standard of Care or its negligent acts, errors or omissions 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, specifying in detail the alleged deficiencies 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 applicable 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 compliance by ENGINEER with its Standard of Care in the 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, upon payment of all amounts previously invoiced and due ENGINEER take possession of all materials, 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 over and above any sums necessary to cure the alleged default under the CONTRACT. CITY may withhold any and all such sums 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 shall issue a specific and detailed 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 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, due to the ENGINEER'S breach of its Standard of Care or its negligent acts, errors or omissions 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, subject to ENGINEER'S Standard of Care, 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 CONTRACT 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

VOLKERT, INC

By: _____

Print: James M. Kelley

Its: Regional Vice President

Address: 7515 Halcyon Summit Dr.
Suite 102
Montgomery, AL 36117

Telephone: 334-260-3131

STATE OF ALABAMA
CITY OF MOBILE

I, Ginger M. Nelson, a Notary Public in and for said State and County, hereby certify that James M. Kelley, whose name as Regional 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 24th day of Sept., 2025

GINGER M NELSON MY COMMISSION EXPIRES NOVEMBER 18, 2025 NOTARY PUBLIC STATE OF ALABAMA

_____
NOTARY PUBLIC

My Commission Expires: _____

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
It's CITY Clerk

Print: _____

EXHIBIT A:

PROJECT LOCATION

EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **TIGER 2016 Phase Four – Dr. Martin Luther King Jr. Ave,** City of Mobile Project No. **2023-2045-01**

ESTIMATED PROJECT COST – Construction of the PROJECT is estimated to be **$11,257,346.43 [Eleven Million Two Hundred Fifty-Seven Thousand Three Hundred Forty-Six Dollars and 43 Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER shall not exceed $1,481,507.84 (One Million Four Hundred and Eighty-One Thousand Five Hundred Seven Dollars and Eighty-Four Cents), unless authorized by the CITY.

CITY DISTRICT: District 2

FUNDING SOURCE: The source of funds for payment by CITY under this CONTRACT is Federal Highway Administration Surface Transportation Funds (Mobile Area dedicated) and CITY match funds.

EXHIBIT C:

PROPOSAL AND

ENGINEER'S SUMMARY OF HOURLY RATES

Volkert, Inc.
26400 Pollard Road #C
Daphne, AL 36526
251-450-0819
www.volkert.com

VOLKERT

April 23, 2025

Mr. Cody Reed, P.E.
City of Mobile
205 Government Street
Mobile, Alabama 36602

Re: CEI Fee Proposal
Project No. TIGER-FAUP-4917(250)
Dr. Martin Luther King Jr. Avenue

Dear Mr. Reed:

As requested, attached is Volkert's CE&I Fee Proposal for Project No. TIGER-FAUP-4917(250) Dr. Martin Luther King Jr. Avenue. Included in the proposal is Volkert's CE&I cost breakdown as well as the cost breakdown for Geotechnical Engineering Testing, Inc.

We look forward to the opportunity of working together. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Joey Fresolone, Volkert
Asst. Vice President

c: File
Enclosure

SUMMARY OF VOLKERT CE&I FEE PROPOSAL TIGER-FAUP-4917(250) DR. MARTIN LUTHER KING JR. AVENUE	
CE&I SERVICES	
SERVICE DESCRIPTION	**TOTAL COST**
Construction, Engineering, Inspection	$1,322,686.84
TOTAL CE&I COST →	**$1,322,686.84**
GEOTECHNICAL SERVICES	
SERVICE DESCRIPTION	**TOTAL COST**
Construction Materials Testing Services	$158,821.00
TOTAL GEOTECHNICAL COST →	**$158,821.00**
TOTAL CE&I AND GEOTECHNICAL COST →	**$1,481,507.84**

TIGER-FAUP-4917(250)
MARTIN LUTHER KING JR. AVENUE

TASK	CONSTRUCTION, ENGINEERING & INSPECTION (CE&I) - MAN-HOUR ESTIMATE						
	CONSTRUCTION INSPECTION (CE&I)	**Senior Project Manager**	**Project Manager**	**Senior Inspectors**	**Inspectors- Level 2**	**Office Managers**	**Administrative Assistant**
389	**Calendar Days**						
G1-1	Conduct and Prepare for Pre-Construction Meeting	20	20				
G1-2	Daily Inspection and Reporting	1556	1556	6224	5446		
G1-3	Conduct Weekly Status Meetings & Prepare Meeting Minutes	44	44				176
G1-4	Prepare Contractor's Pay Estimates					1260	
G1-5	Conduct Final Inspection / Punch List	2	2	2			
G1-6	Prepare As-Builts		8			2	
G1-7	Prepare Project Closeout Documentation	60	120			120	
	TOTAL CONSTRUCTION OBSERVATION (CE&I) MAN-HOURS →	**1682**	**1750**	**6226**	**5446**	**1382**	**176**

TASK	CONSTRUCTION, ENGINEERING & INSPECTION (CE&I) - PROPOSED FEE				
	CONSTRUCTION INSPECTION (CE&I)	**Man-hour**	**Rate**	**COST**	
	Labor Costs				
	Senior Project Manager	1682	$ 62.50	$	105,125.00
	Project Manager	1750	$ 33.00	$	57,750.00
	Senior Inspector	6226	$ 32.00	$	199,232.00
	Inspectors, Level 2	5446	$ 24.00	$	130,704.00
	Senior Office Manager	1382	$ 30.45	$	42,081.90
	Adminstrative Assistant	176	$ 19.95	$	3,511.20
	TOTAL DIRECT LABOR →			**$**	**538,404.10**
	Combined Overhead			117.39%	$632,032.57
	TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				**$1,170,436.67**
	Operating Margin			10.0%	$117,043.67
	FCCM (Direct Labor Only)			0.470%	$2,530.50
	TOTAL LABOR COSTS →				**$1,290,010.84**
	Out of Pocket Costs				
	Travel Expenses (Project office to Project Site) (10 Miles 1-way)	**Trips**	**Miles Round Trip**	**Mileage Rate**	**Mileage Cost**
		2334	20	$ 0.700	$ 32,676.00
	TOTAL OUT OF POCKET COST →			**$**	**32,676.00**
	TOTAL CONSTRUCTION, ENGINEERING, INSPECTION (CE&I) COST →				**$1,322,686.84**

TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO PROVIDE CONSTRUCTION MATERIALS TESTING SERVICES FOR DR. MARTIN LUTHER KING JR AVE FROM NORTHWEST OF BUTCHERS LANE TO BEAUREGARD ST (SR-16) IN MOBILE, ALABAMA

APRIL 23, 2025

ITEM OF SERVICE	EST. UNITS		UNIT FEE	EST. TOTAL FEE
1. Technician Level V	480	Hours	$ 95.00 /Hr	$ 45,600.00
2. Technician Level V (Overtime)	20	Hours	$ 120.00 /Hr	$ 2,400.00
3. Technician Level IV	400	Hours	$ 84.00 /Hr	$ 33,600.00
4. Technician Level IV (Overtime)	20	Hours	$ 110.00 /Hr	$ 2,200.00
5. Technician Level III	480	Hours	$ 74.00 /Hr	$ 35,520.00
6. Technician Level III (Overtime)	20	Hours	$ 95.00 /Hr	$ 1,900.00
7. Standard Proctor Density	4	Each	$ 160.00 /Ea	$ 640.00
8. Modified Proctor Density	2	Each	$ 350.00 /Ea	$ 700.00
9. Dry Preparation of Soils	6	Each	$ 25.00 /Ea	$ 150.00
10. Sieve Analyses (Hydrometer)	6	Each	$ 150.00 /Ea	$ 900.00
11. Atterberg Limits	6	Each	$ 100.00 /Ea	$ 600.00
12. Topsoil Test	2	Each	$ 200.00 /Ea	$ 400.00
			Subtotal:	$ 124,610.00
1. General project management and report review			10%	$ 12,461.00
2. Technician Supervisor	40	Hours	$ 110.00 /Hr	$ 4,400.00
3. Principal Engineer, P.E.	60	Hours	$ 225.00 /Hr	$ 13,500.00
4. Nuclear Density Gauge	40	Days	$ 30.00 /Day	$ 1,200.00
5. Concrete Cylinders Molds	180	Each	$ 5.00 /Ea	$ 900.00
6. Mileage	2500	Miles	$ 0.70 /Mi	$ 1,750.00
			Total:	$ 158,821.00

Note 1: Technician/Engineer time will be charged portal-to-portal

Note 2: Overtime will include work over 8 hours per day and/or weekends

Note 3: General project management, report review and administration will be charged based upon 10% of field and laboratory testing services performed (Trips to the site by Engineer or Technician Supervisor will be charged based upon hourly rate.

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): 9/25/2025

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 Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED VOLKINC Volkert, Inc. 3809 Moffett Road; P.O. Box 7434 Mobile, AL 36607-0000	**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:** 1197077010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			9894987	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A E	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) excess auto CSL	$ 2,000,000 $ $ $ $ 1,000,000
B	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			XC3CU00031251	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961222	4/1/2025	4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Poll. Liab.			03129811	4/1/2025	4/1/2026	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: Volkert Project #1203960.000 390, Martin Luther King Ave. 2023-2045-01
City of Mobile is named as an Additional Insured 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. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. 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

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT F:

E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Thomas A. Hand (affiant) who, being duly sworn says as follows:

Chairman/CEO 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 CEO 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 is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

Thomas A. Hand

CEO of Volkert, Inc.

Sworn to and subscribed before me this the 30 day of September 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Landra S. Day

Signature and Seal of Notary Public

STATE OF ALABAMA NOTARY PUBLIC
LANDRA S DAY
My Commission Expires
October 4, 2026

LANDRA S. DAY NOTARY PUBLIC STATE OF ALABAMA

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.

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

(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

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

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

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. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer 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,

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	833-790-3074
Email	holly.gibney@volkert.com

From: Maynard, Suntrease
To: Reed, Cody
Subject: Your Legal Request is Complete - We"d Love Your Feedback!
Date: Thursday, September 18, 2025 11:43:09 AM

Great news, Cody! Victoria Shoots has completed your recent legal request.

We're always striving for greatness, and who better to tell us how we did than you? We'd be incredibly grateful if you'd complete a brief survey about your experience with this request. Your feedback is not only immensely valuable, it's what helps us serve you better!

Click here to start the survey: https://wkf.ms/3U6xm1a

Please enter the following short code when prompted: A25-0705

Thank you for taking the time to help us. We look forward to your insights!

Suntrease Williams-Maynard
Deputy City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7883 - direct line
251-208-7322 - fax
suntrease.maynard@cityofmobile.org

Request Details:
Attorney Assigned: Victoria Shoots
Request Type:Contract
If other:
Request Details: Re-review of CE&I contract with consultant edits
Priority: Moderate
Date Entered:September 9th 2025 11:01
Proposed Due Date: September 15th 2025

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
John Forrester, City Engineer
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Sandy Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
Accept temporary construction easements for the Project # 2024-3005-19-Misc Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue. (City of Mobile Annual Storm Drain Maintenance)

Amount of Contract:
0

Funding Source
NA

ATTACHMENTS:
1. ResolutionTCE Port City
2. Executed Easement

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

2025

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following temporary construction easement for the Project Number 2024-3005-19, Miscellaneous Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue:

1. Temporary Construction Easement from Port City Cleaners, Inc., 662 South Wilson Avenue.

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____
City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This indenture made this 7th day of October, 2025, PORT CITY CLEANERS, INC., an Alabama corporation (hereinafter "Grantor"), and the CITY OF MOBILE, a Municipal corporation, organized and existing under the laws of the State of Alabama (hereinafter "Grantee").

W I T N E S S E T H:

That the Grantor is the owner of the real property located at 662 South Wilson Avenue; Mobile, Alabama 36610.

That the Grantor, in consideration of the sum of ONE DOLLAR and 00/100's ($1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to our property, does hereby grant and convey to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for **Project Number 2024-3005-19, Miscellaneous Drainage Repairs Part 2, Toulmins Spring Branch East of Wilson Avenue**, said easement being on and across the lands described in **Exhibit A and Exhibit B** attached hereto.

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was

on the date work started on the above-described property. And for and in consideration of the above, Grantors hereby release Grantee from all consequential damages, present or prospective to the property of Grantors, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 7th day of October, 2025.

Mary Jo Knott

PORT CITY CLEANERS, INC.
Name: Mary Jo Knott
Title: Owner

STATE OF ALABAMA
COUNTY OF MOBILE

I, Rhonda D. Lewis, the undersigned Notary Public in and for said County, in said State, hereby certify that Mary Jo Knott whose name as Owner of PORT CITY CLEANERS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 7th day of October, 2025.

(NOTARIAL SEAL)

Rhonda D. Lewis

NOTARY PUBLIC
My Commission Expires: 3-13-29

This instrument prepared by:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Grantee:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

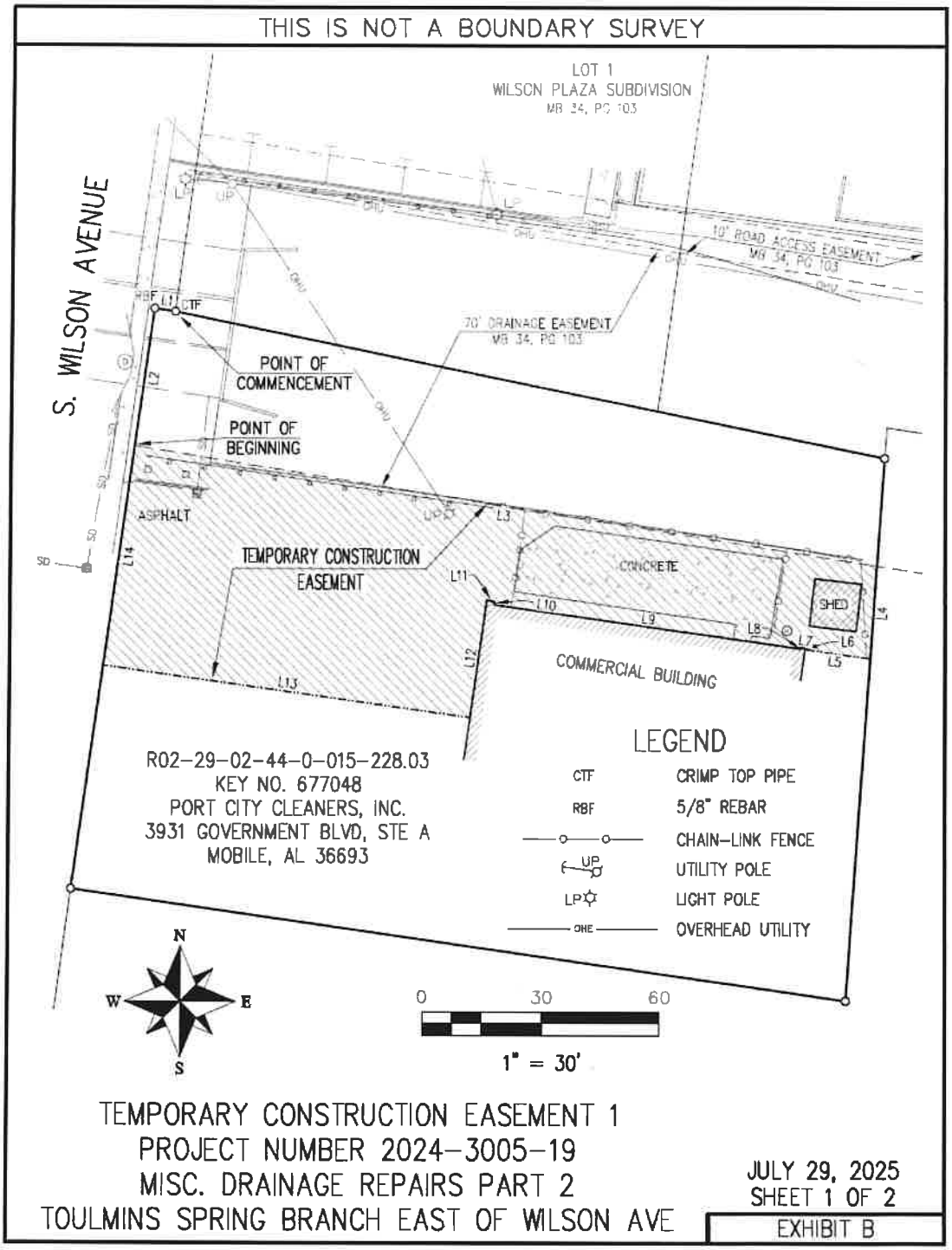
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

Commencing at a crimp top pipe at the southwest corner of Lot 1, Wilson Plaza Subdivision, as recorded in Map Book 34, Page 103 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 81°13'27" West along the east right-of-way line of S. Wilson Avenue (variable row width) a distance of 5.31 feet to a 5/8" rebar; thence run South 07°50'25" West along said east right-of-way line a distance of 34.98 feet to the south line of an existing 70' Drainage Easement (MB 34, PG 103) and the Point of Beginning of the following described Temporary Construction Easement; thence run South 80°55'44" East along the south line of said existing 70' drainage easement a distance of 191.00 feet; thence run South 04°02'34" West a distance of 23.48 feet; thence run North 81°57'28" West a distance of 16.70 feet to the face of a building; thence run North 08°02'32" East along said building face a distance of 0.26 feet; thence run North 80°38'50" West along said building face a distance of 1.29 feet; thence run South 05°58'19" West along said building face a distance of 0.29 feet; thence run North 81°57'28" West along said building face a distance of 78.42 feet; thence run North 08°02'32" East along said building face a distance of 0.84 feet; thence run North 79°08'45" West along said building face a distance of 2.01 feet; thence run South 07°56'13" West along said building face a distance of 30.00 feet; thence run North 82°03'47" West a distance of 94.06 feet to the east right-of-way line of said S. Wilson Avenue; thence run North 07°50'25" East along said east right-of-way line a distance of 56.08 feet to the Point of Beginning. The described Temporary Construction Easement contains 7,558 square feet, more or less.

EXHIBIT B

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT LOCATION



THIS IS NOT A BOUNDARY SURVEY

LINE	BEARING	DISTANCE
L1	N81°13'27"W	5.31'
L2	S07°50'25"W	34.98'
L3	S80°55'44"E	191.00'
L4	S04°02'34"W	23.48'
L5	N81°57'28"W	16.70'
L6	N08°02'32"E	0.26'
L7	N80°38'50"W	1.29'
L8	S05°58'19"W	0.29'
L9	N81°57'28"W	78.42'
L10	N08°02'32"E	0.84'
L11	N79°08'45"W	2.01'
L12	S07°56'13"W	30.00'
L13	N82°03'47"W	94.06'
L14	N07°50'25"E	56.08'

TEMPORARY CONSTRUCTION EASEMENT 1
PROJECT NUMBER 2024-3005-19
MISC. DRAINAGE REPAIRS PART 2
TOULMINS SPRING BRANCH EAST OF WILSON AVE

JULY 29, 2025
SHEET 2 OF 2

EXHIBIT B

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approval requested for petition to revoke business license at 1608 St. Stephens Road / Phat Tuesday's

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 1 CITY OF MOBILE - resolution
2. 2 Hearing Request Phat Tuesday
3. 3 NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL v2_ (002)
4. 4 EXHIBIT A Chronological list
5. 5 Vegliacich Affirmation
6. 6 Vegliacich Affidavit
7. 7 Business Entity Records _ Alabama Secretary of State
8. 8 Sec of State Articles of Incorporation
9. 9 City Business License
10. Call for ph_Phat Tuesday
11. Phat Tuesday_SIGNED Affirmation of Issued Notice

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Stimpson

A RESOLUTION OF THE CITY COUNCIL OF MOBILE REGARDING THE REVOCATION OR SUSPENSION OF THE CITY BUSINESS LICENSE OF PHAT TUESDAY SPORTS BAR, LLC

WHEREAS the City Council of Mobile is empowered under Mobile City Code §34-64(a)–(b) to revoke, suspend, or refuse renewal of any business license issued by the City when the licensee, its agents, or employees violate provisions of the City Code or state law relating to the licensed business; and

WHEREAS proper written notice of a public hearing, as required by §34-64(c), was issued to Phat Tuesday Sports Bar, LLC, c/o Robert L. King, III, registered agent/member, on September 12, 2025; WITH SERVICE AFFIRMED BY City staff; and

WHEREAS on September 23, 2025, the Council held a duly noticed public hearing to consider the proposed revocation or suspension of the City business license for Phat Tuesday Sports Bar, LLC, 1608 St. Stevens Road, Mobile, Alabama 36603; and

WHEREAS the Council reviewed the Chronological Incident Index (Exhibit A) documenting violations, arrests, and public-safety issues from January 2022 through August 2025, heard testimony from City staff, law-enforcement officers, and other witnesses, and received evidence offered by or on behalf of the licensee.

FINDINGS OF FACT

After considering all evidence, the City Council finds:

1. **Alcohol violations:** On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

2. **Controlled substances:** Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

3. **Weapons and violence:** Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

4. **Search warrant & arrest:** On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

5. **Illegal gambling devices:** Gambling machines were documented and seized during operations, including on April 26, 2022.

6. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2).

CONCLUSIONS OF LAW

- The above Findings constitute grounds under Mobile City Code §34-64(a) for revocation or suspension of the business license of Phat Tuesday Sports Bar, LLC.

- The Council further concludes, pursuant to §34-64(e)(2), that operation of the business at 1608 St. Stephens Road has created circumstances detrimental to the public health, safety, and welfare and, therefore, warrants the premises-based restrictions provided in that section.

ORDER

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mobile:

1. The City business license of Phat Tuesday Sports Bar, LLC, License No. 94813, for operation at 1608 St. Stephens Road, Mobile, Alabama, is hereby:

   ☐ **REVOKED**, effective immediately upon adoption of this Resolution;

   ☐ **SUSPENDED** for a period of [__] months beginning [date], with reinstatement conditioned on [security plan / hours / cameras / compliance training];

   ☐ **NON-RENEWED**, effective [date].

2. Pursuant to §34-64(e)(1), no new business license shall be issued to the licensee or its affiliates for twelve (12) months following revocation/suspension.

3. Pursuant to §34-64(e)(2), no new license shall be issued for the operation of the same or similar business at the premises for twelve (12) months from the effective date.

4. The licensee shall cease all business operations requiring a City license as of the effective date and shall surrender the license certificate to the Revenue Department within 24 hours.

5. Operating without a valid license after revocation or during suspension may result in citation, injunction, or other enforcement as allowed by law.

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCILOF THE CITY OF MOBILE that the license of the business **PHAT TUESDAY SPORTS BAR. LLC** is hereby revoked.

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.

ATTEST:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 18, 2025

TO: Lisa Lambert, City Clerk

FROM: Cherlina Montero, Assistant City Attorney
Chief - Civil Division

RE: Business License Revocation and/or Suspension Hearing Request

Please place the following notice on the City Council Agenda for Tuesday September 23, 2025.

A PUBLIC HEARING TO DETERMINE IF ACTIVITIES ARSING OUT OF BUSINESS Phat Tuesday Sports Bar, LLC, 1608 ST STEPHENS RD. MOBILE, AL. 36603 OWNED BY ROBERT L. KING AS MEMBER HAS LED TO OR RESULTED IN THE CREATION OF A PUBLIC NUISANCE OR LEAD TO CIRCUMSTANCES THAT ARE DETRIMENTAL TO THE PUBLIC SAFTY AND WELFARE AS SET FORTH IN CITY OF MOBILE MUNICIPAL CODE CHAPTER 34 ARTICLE 4 SECTION 34-64

Phat Tuesday Sports Bar, LLC

CPM/tcl

STATE OF ALABAMA

CITY OF MOBILE

NOTICE OF INTENT
TO REVOKE CITY BUSINESS LICENSE

Date: September 12, 2025

VIA: Hand Delivery
TO: Phat Tuesday Sports Bar, LLC
c/o Robert L. King as Registered Agent/Member of Phat Tuesday Sports Bar, LLC.
Mailing Address of Record: 1608 ST STEPHENS RD. MOBILE, AL. 36603
Premises Address: 1608 ST STEPHENS RD., MOBILE, AL. 36603
Entity ID Number: 000-002-641

RE: NOTICE OF PUBLIC HEARING BEFORE CITY COUNCIL — Proposed Revocation and/or Suspension of City Business License for Phat Tuesday Sports Bar, LLC at 1608 ST STEPHENS RD., MOBILE, AL. 36603

Authority

This hearing is held under Mobile City Code §34-64, which authorizes the City Council to revoke, suspend, or refuse renewal of a business license for violations of City Code/ordinances or state law relating to the business, and for other causes specified in §34-64(a)–(b).

Time and Place of Hearing (Mobile Code §34-64(c))

- **Date/Time: September 23, 2025 at 10:30 am**
- **Location:** Auditorium of Mobile Government Plaza, 200 Government Street, Mobile, AL. 36602
- **Hearing Body:** City Council of Mobile

Grounds

The City proposes **revocation and or suspension** based on the following, each relating to operations at 1608 ST STEPHENS RD. MOBILE, AL. 36603 (see **Exhibit A – Chronological Incident Index**

Your Rights (Mobile Code §34-64(c))

At the hearing, the Council **shall hear all evidence** offered by any party bearing on the question of **revocation, suspension, or refusal of renewal**. You may:

- Appear personally and/or by counsel,
- Present documents and witnesses, and
- Cross-examine witnesses.

Potential Outcomes (Mobile Code §34-64(d)–(e))

- **Suspension** for up to **12 months** (≤6 months for inadvertent/quickly correctable violations), with possible **conditions** for reinstatement.
- **Revocation**, with a **12-month bar** on new licenses to the licensee/affiliates and, upon applicable findings under §34-64(e)(2)(a)–(e), a **12-month bar** on any **same/similar business at the premises**.
- **Non-renewal** upon the same grounds as revocation/suspension.

Contact:

Cherlina P. Monteiro
Chief Assistant City Attorney
Civil Division
P. O. Box 1827
Mobile, AL 36633-1827
251-510-8167 - direct line
cherlina@cityofmobile.org

Enclosures: Exhibit A (Chronological Incident Index); Copies of Mobile Code §34-64.

EXHIBIT A

Chronological list of documented issues, violations, arrests, and related activity at 1608 St. Stephens Road ("Phat Tuesday Sports Bar LLC."),

2022

- **01/06/2022 – Theft of Property**
  - Case: M222-01-00658
  - Victim's purse, credit cards, and pistol stolen from restroom.
  - Disposition: Report taken

- **02/07/2022 – Vehicle Burglary**
  - Case: M222-02-00710
  - Suspect on video entering car, stole 9mm handgun, entered club.
  - Disposition: Report
  .
- **02/09/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-01023
  - MPD Narcotics/CI bought 2.6g marijuana from unknown Black male.
  - Disposition: Evidence seized
  .
- **02/14/2022 – Disorderly Female**
  - Case: M222-02-01544
  - Irate subject removed; transported to Metro Jail

- **02/17/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02080
  - 1.0g marijuana purchased by CI
  .
- **02/20/2022 – Controlled Buy (Marijuana)**
  - Case: M222-02-02447 – 1.7g marijuana purchased
  .
- **03/11/2022 – Controlled Buy (Marijuana)**
  - Case: M222-03-01317 – 3g marijuana purchased from "DJ"

- **03/17/2022 – Gambling & Drug Buy**
  - Cases: M222-03-02198 / M222-03-02201
  - UC played gambling machine ($20→$25 cash-out); CI bought 1g marijuana from bartender "Yolanda."

- **03/19/2022 – Gun Complaint/Drug Arrest**
  - Case: M222-03-02356
  - Two subjects arrested for marijuana/controlled substances after pursuit

.

- **03/20/2022 – Controlled Buy**
  - Case: M222-03-02558 – 2.6g marijuana from DJ

.

- **03/31/2022 – Controlled Buy & Gambling**
  - Cases: M222-03-04032 (3.2g from DJ Davey Richardson); M222-04-00045 (gambling machine)

.

- **04/03/2022 – Marijuana Buy & Gambling**
  - Cases: M222-04-00362 (1.1g marijuana); M222-04-00363 (gambling machine)

.

- **04/03/2022 – Shots Fired at Club**
  - Case: M222-04-00260 – Vehicle and club struck; suspect fled

.

- **04/26/2022 – Search Warrant (SWAT/K9)**
  - Case: M222-04-03281
  - Seized: gambling devices, handgun, $5,535, Alprazolam, marijuana.
  - Arrests: Richard Johnson (gambling, pistol by forbidden person); Abbie Perry (marijuana, controlled substance)

.

- **11/21/2022 – Sexual Assault Report**
  - Case: M222-11-02443 – Victim declined charges 12/06/22

.

- **12/03/2022 – Shooting (2 Victims)**
  - Case: M222-12-00310 – One victim critically injured

2023

- **02/06/2023 – Weapons Arrest**
  - Case: M223-02-00563 – Two suspects arrested, guns found

.

- **05/22/2023 – Large Fight in Club**
  - Case: M223-05-02570 – Subjects dispersed; no arrests

.

- **09/10/2023 – Vehicle Vandalism**
  - Case: M223-09-00985

.

- **10/21/2023 – Vehicle Damaged in Shooting**
  - Case: M223-10-02349

.

- **10/22/2023 – Disorderly w/ Handgun**
  - Case: M223-10-02450 – Two arrested

2024

- **11/17/2024 – Robbery/Disorderly**
  - Case: M224-11-01767
  .
- **11/29/2024 – Vandalism During Fight**
  - Case: M224-11-02958
  .
- **12/22/2024 – Stabbing with Bottle**
  - Case: M224-12-02351 – Victim lacerated

2025

- **01/01/2025 – Shooting Victim**
  - Case: M225-01-00016 – Victim shot at club, transported by POV
- **02/09/2025 – Armed Altercation**
  - Case: M225-02-00845 – AR-15 seized; suspect arrested
  .
- **04/04/2025 – Shots Fired (Casings Found)**
  - Case: M225-04-00401
  .
- **06/01/2025 – Altercation & Drug Arrest**
  - Cases: M225-06-00016 (marijuana & gun; arrest); M225-06-00018 (shooter arrested)
  .
- **06/04/2025 – Controlled Buy (Bartender "Keke")**
  - Case: M225-07-02435
  .
- **06/15/2025 – Physical Altercation**
  - Case: M225-06-01597 – Pepper spray used; no arrests
  .
- **07/02/2025 – Marijuana Buy (Keaira McMillian)**
  - Case: M225-07-00245
  .
- **07/05/2025 – Vehicle Investigation (Weapons)**
  - Case: M225-07-00439 – Arrest; 2 handguns seized
  .
- **07/23/2025 – Marijuana Buy (CW)**
  - Case: M225-07-02435 – 5.4g marijuana from Keaira McMillian
  .
- **07/26/2025 – After-Hours Alcohol Sale**

    - Case: M225-07-02435 – Alcohol sold ~2:18am

.

- **08/06/2025 – After-Hours Alcohol Sales**
    - Case: M225-07-02435 – 2:33/2:45am sales; marijuana observed

.

- **08/10/2025 – ABC Compliance Check & Alcohol Buy**
    - Case: M225-07-02435 – Sunday alcohol sale; citation issued

.

- **08/10/2025 – Controlled Buy (Marijuana)**
    - Case: M225-08-00933 – 9.7g marijuana from Keaira McMillian

.

- **08/14/2025 – Search Warrant (Handgun Seized)**
    - Case: M225-08-01454 – Owner Richard Johnson arrested (Certain Persons Forbidden)

.

- **08/17/2025 – Parking Tickets (9 Issued)**
    - No case #; Lt. Lorenzo Matthews noted owner filming officers

Other Notes

- **Total calls for service (01/06/22–07/06/25):** 274, including 64 disorderly, 23 shots-fired, multiple armed-person and medical calls

.

- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

Affirmation of Issued Notice

September 12, 2025

State of Alabama
County of Mobile

Subject Business: Phat Tuesday Sports Bar, LLC
4608 St. Stephens Road
Mobile, AL 36603

My name and official title is SGT NICK VEGLIACICH. I can be reached at the phone number 251-208-7980 or by email address NICK.VEGLIACICH@CITYOFMOBILE.ORG

I affirm that Written Notice as required by City Code section 34-64 (c) Notice of Hearing on Revocation and/or Suspension of Business License has been issued to Robert L. King, III as registered agent/member of Phat Tuesday Sports Bar, LLC.

I hereby state that the information above is true, to the best of my knowledge, I also confirm the information here is both accurate and complete, and relevant information has not been omitted.

SGT N Vegliacich
Signature Of Officer

Robert L. King, III

Richard Johnson

MOBILE
ALABAMA

STATE OF ALABAMA

CITY OF MOBILE

NOTICE OF INTENT TO REVOKE CITY BUSINESS LICENSE

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  - Irate subject removed; transported to Metro Jail

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  - 1.0g marijuana purchased by CI

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  - Two subjects arrested for marijuana/controlled substances after pursuit

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2023

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  - Case: M223-05-02570 – Subjects dispersed; no arrests
- **09/10/2023 – Vehicle Vandalism**
  - Case: M223-09-00985
- **10/21/2023 – Vehicle Damaged in Shooting**
  - Case: M223-10-02349
- **10/22/2023 – Disorderly w/ Handgun**
  - Case: M223-10-02450 – Two arrested

2024

- **11/17/2024 – Robbery/Disorderly**
  - Case: M224-11-01767
- **11/29/2024 – Vandalism During Fight**
  - Case: M224-11-02958
- **12/22/2024 – Stabbing with Bottle**
  - Case: M224-12-02351 – Victim lacerated

2025

- **01/01/2025 – Shooting Victim**
  - Case: M225-01-00016 – Victim shot at club, transported by POV
- **02/09/2025 – Armed Altercation**
  - Case: M225-02-00845 – AR-15 seized; suspect arrested
- **04/04/2025 – Shots Fired (Casings Found)**
  - Case: M225-04-00401
- **06/01/2025 – Altercation & Drug Arrest**
  - Cases: M225-06-00016 (marijuana & gun; arrest); M225-06-00018 (shooter arrested)
- **06/04/2025 – Controlled Buy (Bartender "Keke")**
  - Case: M225-07-02435
- **06/15/2025 – Physical Altercation**
  - Case: M225-06-01597 – Pepper spray used; no arrests
- **07/02/2025 – Marijuana Buy (Keaira McMillian)**
  - Case: M225-07-00245
- **07/05/2025 – Vehicle Investigation (Weapons)**
  - Case: M225-07-00439 – Arrest; 2 handguns seized
- **07/23/2025 – Marijuana Buy (CW)**
  - Case: M225-07-02435 – 5.4g marijuana from Keaira McMillian
- **07/26/2025 – After-Hours Alcohol Sale**

- Case: M225-07-02435 – Alcohol sold ~2:18am

- **08/06/2025 – After-Hours Alcohol Sales**
  - Case: M225-07-02435 – 2:33/2:45am sales; marijuana observed

- **08/10/2025 – ABC Compliance Check & Alcohol Buy**
  - Case: M225-07-02435 – Sunday alcohol sale; citation issued

- **08/10/2025 – Controlled Buy (Marijuana)**
  - Case: M225-08-00933 – 9.7g marijuana from Keaira McMillian

- **08/14/2025 – Search Warrant (Handgun Seized)**
  - Case: M225-08-01454 – Owner Richard Johnson arrested (Certain Persons Forbidden)

- **08/17/2025 – Parking Tickets (9 Issued)**
  - No case #; Lt. Lorenzo Matthews noted owner filming officers

Other Notes

- **Total calls for service (01/06/22–07/06/25):** 274, including 64 disorderly, 23 shots-fired, multiple armed-person and medical calls

- Overcrowding responses by Mobile Fire Dept: July 2025 (two dates).

(See consolidated binder)

Affirmation of Service of Notice of Hearing

City Code § 34-64(c) — Revocation/Suspension of Business License

State of Alabama
County of Mobile

Subject Business: Phat Tuesday's Sports Bar, LLC
Business Location: 1608 St. Stephens Road, Mobile, AL 36603
Mailing Address (if different): 73 Acacia St., Mobile, AL 36607-2610

Affiant (Server): Sgt. Nick Vegliacich, Mobile Police Department
Phone: 251-208-7211 Email: nick.vegliacich@cityofmobile.org

Document Served

Notice of Hearing on Revocation and/or Suspension of Business License (City Code § 34-64(c)), with exhibit list and draft council resolution (collectively, "Notice").

Method, Date, Time, and Place of Service

- **Method:** Personal, in-hand delivery
- **Date:** September 12, 2025
- **Time:** 4:00pm (CDT)
- **Location:** 1608 St. Stephens Road, Mobile, AL 36603

Person Served and Capacity

- **Name:** Richard Johnson
- **Capacity:** On-site **general manager/managing agent** for Phat Tuesday's Sports Bar, LLC

Basis for Capacity (Affiant's Knowledge)

I have personally been present at the premises on multiple occasions in my official duties as a Mobile Police Department officer. I have observed Richard Johnson **in charge of the business operations**, directing staff, controlling access, and handling managerial functions. On September 12, 2025, he was acting in that role and accepted service. Based on my personal observations, I affirm he is a **managing or general agent** authorized to receive service for the LLC under **Ala. R. Civ. P. 4(c)(6)**.

Affiant Statement

I affirm that I personally served the Notice described above on the person and at the time and place stated. The foregoing is true and correct to the best of my knowledge, information, and belief.

Date: 9/18/25

Signature: _____
Sgt. Nick Vegliacich, Mobile Police Department

State of Alabama }

County of _____ }

I, the undersigned notary public, in and for said State and County, hereby certify that **Sgt. Nick Vegliacich**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18 day of September, 2025.

T Maria Locke
Notary Public

Print Tamarisz Locke

My commission expires: May 2029

STATE OF ALABAMA NOTARY PUBLIC
T MARIA LOCKE
My Commission Expires
May 30, 2029

(Seal)

Phat Tuesday Sports Bar, LLC	
Entity ID Number	000-002-641
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/07/2011
Registered Agent Name	KING, ROBERT L III
Registered Office Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Registered Office Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Nature of Business	SPORTS BAR
Members	
Member Name	KING, ROBERT L III
Member Street Address	1608 ST STEPHENS RD MOBILE, AL 36603
Member Mailing Address	1608 ST STEPHENS RD MOBILE, AL 36603
Transactions	
Transaction Date	11/26/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	11/26/2012
Director/Manager/Organizer Activity	JOHNSON, TARRANCE
Transaction Date	11/26/2012
Registered Agent Changed From	JOHNSON, TARRANCE 119 DAUPHIN ST MOBILE, AL 36602
Transaction Date	12/21/2012
Agent Mailing Address Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Transaction Date	12/21/2012

Phat Tuesday Sports Bar, LLC	
Incorporator/Member/Partner Activity	KING, ROBERT L III
Transaction Date	12/21/2012
Registered Agent Changed From	JOHNSON, TARRANCE 1608 ST STEPHENS RD MOBILE, AL 36602
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/10/2011 Certificate of Formation 2 pgs.
Document Date / Type / Pages	11/29/2012 Articles of Amendment 2 pgs.
Document Date / Type / Pages	12/28/2012 Articles of Amendment 2 pgs.

Browse Results New Search

2011007953 Book-6748 Page-1697
Total Number of Pages: 2

Alabama
Sec. Of State
New Entity DLL
002-641 2/10/2011
Date 17:00
Time 2 Pg
110225
File $100.00
Ackn $.00
Exp $.00
Total $100.00
01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:
STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, LLC OR L.L.C.
STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE LLC'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS $40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:
Phat Tuesday Sports Bar, LLC
(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is perpetual.

Article III The Limited Liability Company has been organized for the following purpose(s):
Sports Bar

Article IV The **street address** (NO PO BOX) of the registered office: 119 Dauphin St Mobile, Al 36602 and the name of the registered agent at that office: Tarrance Johnson

Article V The **names** and **addresses** of the initial member(s), and organizer (if any):
Tarrance Johnson
5205 Mickey Dr. Mobile Al 36618
(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the names and addresses of the managers who are to serve until the first annual meeting of the members or until their successors are elected and qualified.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on this the Feb day of 03, 20 11.

THIS DOCUMENT PREPARED BY:
Tarrance Johnson
5205 Mickey Dr
Mobile, Al 36618

Tarrance Johnson
Signature of Member/Organizer

DLL 1.1 Rev. 6/2001

State of Alabama-Mobile County
I certify this instrument was filed on:
February 7, 2011 @ 9:28:08 AM

RECORDING FEE	$51.00
S.R. FEE	$2.00
TOTAL AMOUNT	$53.00

2011007953
Don Davis, Judge of Probate

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature _____
Joe McEachern, Jr. Chief Clerk

Date 2-7-11

Alabama
Sec. Of State

New Entity
002-641 DLL
Date 2/10/2011
Time 17:00
110225 2 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

01/052

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2012073964 Book-6969 Page-1390
Total Number of Pages: 2

State of Alabama-Mobile County
I certify this instrument was filed on:
December 21, 2012 @ 9:35:14 AM

RECORDING FEE	$25.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$28.00

2012073964
Don Davis, Judge of Probate

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization: Phat Tuesday Sports Bar LLC
2. The date the Certificate of Formation was filed in the county: 12/21/12 (format MM/DD/YYYY)
3. Alabama Entity ID Number (Format: 000-000): 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Tarrance Johnson
5205 Mickey Dr
Mobile, AL 36618

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 12/28/2012
Time 17:00
130604 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

01/061

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: Mobile County November 26, 2012

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 12/21/12 (format MM/DD/YYYY):

Correct amendment to article of organization Robert L King III Sole member of Phat Thursday Sport Bar LLC - Registered agent Robert L King III Registered office Address 1608 St Stephens Rd. Mobile 36605

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

12/21/12
Date (MM/DD/YYYY)

Tarrance Johnson / Robert L King
Signature as required by 10A-5-2.04

Tarrance Johnson / ROBERT L. KING III
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Signature
Joe McEachern, Jr. Chief Clerk
Date 12/21/12

2012068247 Book-6959 Page-723
Total Number of Pages: 2

State of Alabama-Mobile County
I certify this instrument was filed on:
November 26, 2012 @ 9:33:28 AM

RECORDING FEE	$25.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$28.00

2012068247
Don Davis, Judge of Probate

(For County Probate Office Use Only)

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:
   Phat Tuesday Sports Bar LLC
2. The date the Certificate of Formation was filed in the county: 11/26/2012 (format MM/DD/YYYY)
3. Alabama Entity ID Number (Format: 000-000): 002-641 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Tarrance Johnson
5205 Mickey Dr.
Mobile, AL 36618

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 11/29/2012
Time 17:00
130521 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

04/049

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments:_____

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 11/26/2012 (format MM/DD/YYYY):

I Tarrance Johnson remove myself from Phat Tuesdays Sports Bar LLC. from organizer and member. Also address thats on file to be change to 1608 St Stephens Rd from 119 Dauphin St. Mobile, Al.

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

11/26/2012
Date (MM/DD/YYYY)

Tarrance Johnson / Robert L. Knight
Signature as required by 10A-5-2.04

Tarrance Johnson / Robert L. Knight
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge
Signature_____
Joe McEachern, Jr. Chief Clerk
Date 11/26/12

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

PHAT TUESDAY SPORTS BAR T2
1608 ST STEPHENS ROAD
MOBILE AL 36603

YEAR	LICENSE NO.
2025	94813
ISSUED	**EXPIRES**
3/2/2025	12/31/2025

722412 ALCOHOL - LOUNGE RETAIL LIQUOR- CLASS I
722410 ALCOHOLIC BEVERAGES-RETAIL-DRINKING ESTABLISHMENTS

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

PHAT TUESDAY SPORTS BAR
73 ACACIA ST
MOBILE, AL 36607-2610

1 T2 P170 153095

RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE REVOCATION OF THE BUSINESS LICENSE OF ROBERT L. KING, D/B/A PHAT TUESDAY SPORTS BAR FOR VIOLATING THE LAWS AND ORDINANCES OF THE CITY OF MOBILE, ALABAMA

FINDINGS.

1. On March 2nd, 2025, Phat Tuesday Sports Bar was re-issued a business license to operate a drinking establishment at 1608 St. Stephens Road, a location within the corporate limits of the city.

2. On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

3. Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

4. Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

5. On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

6. Gambling machines were documented and seized during operations, including on April 26, 2022.

7. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2):

> No new license shall be issued for a period of twelve (12) months for the operation or conduct of any business that is the same, or of similar nature, as that engaged in by the licensee at the premises or location at which the licensee conducted such business if the revocation or non-renewal of the license is based, in whole or in part, on:

a. A finding that the operation of such business at such premises or location has led to or resulted in the creation of a nuisance; or

b. A finding that the operation of such business at such premises or location has created, caused or led to circumstances that are detrimental to adjacent residential neighborhoods; or

c. A finding that the operation of such business at such premises or location has created, caused, or led to circumstances that are detrimental to the public health, safety or welfare; or

d. A finding that the operation of such business at such premises or location has resulted in a violation of applicable zoning restrictions or regulations; or

e. A finding that the licensee, his agent, servant or employee has permitted or suffered to allow habitual conduct which violates applicable state laws or regulations or city ordinances relating to the business for which such license is issued.

8. Section 34-64 of the City Code provides:

> Any lawful license issued to any person to conduct any business shall be subject to revocation or suspension by the city council for the violation by the licensee, his agent, servant, or employee, of any provision of this Code or of any ordinance of the city, or any statute of the state relating to the business for which such license is issued; and shall also be subject to revocation or suspension by the council if the licensee, his agent, servant, or employee, under color of such license violates or aids or abets in violating or knowingly permits or suffer to be violated any penal ordinance of the city or any criminal law of the state; and shall also be subject to revocation or suspension by the council if, in connection with the issuance or renewal of any license, the licensee or his agent filed or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive, or other misleading information or omission of material fact.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama as follows:

9. That there is reasonable cause to believe that Robert L. King is operating a business that has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2);

10. That this matter is hereby set for a hearing to consider the revocation of said license on October 14th, 2025, at 10:30 a.m. in the Council Chambers located at 205 Government Street, Mobile, Alabama;

11. That a copy of this Resolution shall be personally served upon the licensee not less than 10 days before the date set for the hearing;

12. That on the date appointed for the hearing, the council shall hear all evidence offered by any party and consider all evidence that may be presented bearing upon the question of revocation of the license; and

13. That following the hearing the council will render a decision on the proposed revocation in accordance with Chapter 34 of the City Code.

Adopted:

_____

City Clerk

==========

RETURN OF SERVICE

I, _____, do hereby certify that I personally served a copy of the forgoing Resolution upon Robert L. King at _____ on this the ___ day of _____, 2025.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

Affirmation of Issued Notice

September 12, 2025

State of Alabama
County of Mobile

Subject Business: Phat Tuesday Sports Bar, LLC
4608 St. Stephens Road
Mobile, AL 36603

My name and official title is Terrell Washington - Municipal Enforcement Officer I. I can be reached at the phone number 251-208-7977 or by email address Washington@cityofmobile.org

I affirm that Written Notice as required by City Code section 34-64 (c) Notice of Hearing on Revocation and/or Suspension of Business License has been issued to Robert L. King, III as registered agent/member of Phat Tuesday Sports Bar, LLC, or as per Rule 4, for an LLC.

I hereby state that the information above is true, to the best of my knowledge, I also confirm the information here is both accurate and complete, and relevant information has not been omitted.

CEO

Signature

RICHARD JOHNSON

Robert L. King, III (print name if other)

or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive, or other misleading information or omission of material fact.

Now, therefore, be it resolved by the City Council of the City of Mobile, Alabama as follows:

9. That there is reasonable cause to believe that Robert L. King is operating a business that has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2);

10. That this matter is hereby set for a hearing to consider the revocation of said license on October 14th, 2025, at 10:30 a.m. in the Council Chambers located at 405 Government Street, Mobile, Alabama;

11. That a copy of this Resolution shall be personally served upon the licensee not less than 10 days before the date set for the hearing;

12. That on the date appointed for the hearing, the council shall hear all evidence offered by any party and consider all evidence that may be presented bearing upon the question of revocation of the license; and

13. That following the hearing the council will render a decision on the proposed revocation in accordance with Chapter 34 of the City Code.

RETURN OF SERVICE

I, T.P. WASHINGTON, MED, do hereby certify that I personally served a copy of the foregoing Resolution upon Richard Johnson at 1608 St Stephens Rd on this the 25 day of SEPTEMBER, 2025.

MED
Asset Forfeiture Unit

RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE REVOCATION OF THE BUSINESS LICENSE OF ROBERT L. KING, D/B/A PHAT TUESDAY SPORTS BAR FOR VIOLATING THE LAWS AND ORDINANCES OF THE CITY OF MOBILE, ALABAMA

FINDINGS.

1. On March 2nd, 2025, Phat Tuesday Sports Bar was re-issued a business license to operate a drinking establishment at 1608 St. Stephens Road, a location within the corporate limits of the city.

2. On July 26, August 6, and August 10, 2025, alcoholic beverages were sold after 2:00 a.m. and/or on Sunday in violation of state law and ABC regulations; an ABC citation issued August 10, 2025.

3. Controlled buys of marijuana occurred on multiple dates between February 2022 and August 2025 inside the premises.

4. Numerous calls for service (274 between Jan. 2022–July 2025) included shootings, assaults, and large fights, presenting threats to public safety.

5. On August 14, 2025, MPD executed a search warrant at the premises, recovered a handgun, and arrested an owner for Certain Persons Forbidden.

6. Gambling machines were documented and seized during operations, including on April 26, 2022.

7. These facts establish violations of City Code and state law relating to the licensed business and show that the operation has led to circumstances detrimental to the public health, safety, and welfare within the meaning of §34-64(e)(2):

> No new license shall be issued for a period of twelve (12) months for the operation or conduct of any business that is the same, or of similar nature, as that engaged in by the licensee at the premises or location at which the licensee conducted such business if the revocation or non-renewal of the license is based, in whole or in part, on:

a. A finding that the operation of such business at such premises or location has led to or resulted in the creation of a nuisance; or

b. A finding that the operation of such business at such premises or location has created, caused or led to circumstances that are detrimental to adjacent residential neighborhoods; or

c. A finding that the operation of such business at such premises or location has created, caused, or led to circumstances that are detrimental to the public health, safety or welfare; or

d. A finding that the operation of such business at such premises or location has resulted in a violation of applicable zoning restrictions or regulations; or

e. A finding that the licensee, his agent, servant or employee has permitted or suffered to allow habitual conduct which violates applicable state laws or regulations or city ordinances relating to the business for which such license is issued.

8. Section 34-64 of the City Code provides:

> Any lawful license issued to any person to conduct any business shall be subject to revocation or suspension by the city council for the violation by the licensee, his agent, servant, or employee, of any provision of this Code or of any ordinance of the city, or any statute of the state relating to the business for which such license is issued; and shall also be subject to revocation or suspension by the council if the licensee, his agent, servant, or employee, under color of such license violates or aids or abets in violating or knowingly permits or suffer to be violated any penal ordinance of the city or any criminal law of the state; and shall also be subject to revocation or suspension by the council if, in connection with the issuance or renewal of any license, the licensee or his agent filed

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims: T. Hudson

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement Theophilus Hudson

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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, 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 Theophilus Hudson as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims; K. Robinson

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.Settlement KRobinson

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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, 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 Kimberly Robinson as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Conditional Use Permit
for Property Located at 2316 Hillwood Drive West

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 16, 2025**, a public hearing will be held on the **21st** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Conditional Use Permit for property located at 2316 Hillwood Drive West to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on June 10, 2025, to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District, located at 2316 Hillwood Drive West and described as follows:

LOT 34, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA IN MAP BOOK 5, PAGES 69-72.

LOT 33, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA, IN MAP BOOK 5, PAGES 69-72.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 33; THENCE RUN SOUTH 48 DEGREES 15 MINUTES WEST, 148.85 FEET ALONG THE LINE BETWEEN LOT 32AND LOT 33 OF SAID EDGEWOOD PARK TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 25 DEGREES 52 MINUTES WEST, 391.9 FEET, MORE OR LESS TO THE MARGIN OF DOG RIVER; THENCE SOUTHEASTWARDLY, 70 FEET, MORE OR LESS TO A POINT ON SAID LINE BETWEEN LOT 32 AND LOT 33 OF EDGEWOOD PARK; THENCE RUN NORTH 17 DEGREES 30 MINUTES EAST 350 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 33 TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on August 21, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a

copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,

2. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. The request is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. The request will not impede the orderly development and improvement of surrounding property; and
3. 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.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,

2. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of October 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 24th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2316 Hillwood Drive West.**

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District.** If approved, the Conditional Use Permit will allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, subject to the following proposed conditions: 1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and, 2. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on **June 10, 2025**, to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, located at **2316 Hillwood Drive West** and described as follows:

LOT 34, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA IN MAP BOOK 5, PAGES 69-72.

LOT 33, BLOCK "A" EDGEWOOD PARK, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA, IN MAP BOOK 5, PAGES 69-72.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHERNMOST CORNER OF SAID LOT 33; THENCE RUN SOUTH 48 DEGREES 15 MINUTES WEST, 148.85 FEET ALONG THE LINE BETWEEN LOT 32AND LOT 33 OF SAID EDGEWOOD PARK TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 25 DEGREES 52 MINUTES WEST, 391.9 FEET, MORE OR LESS TO THE MARGIN OF DOG RIVER; THENCE SOUTHEASTWARDLY, 70 FEET, MORE OR LESS TO A POINT ON SAID LINE BETWEEN LOT 32 AND LOT 33 OF EDGEWOOD PARK; THENCE RUN NORTH 17 DEGREES 30 MINUTES EAST 350 FEET MORE OR LESS ALONG THE EAST LINE OF SAID LOT 33 TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **August 21, 2025**, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,

2. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. The request is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. The request will not impede the orderly development and improvement of surrounding property; and
3. 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.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,

2. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Ryan Kozlowski
R & P Investing, LLC
2316 Hillwood Drive West
Council District 3

THE CITY OF MOBILE, ALABAMA
Planning & Zoning Department
MOBILE CITY PLANNING COMMISSION

September 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of Ryan Kozlowski, R & P Investing, LLC, for a Conditional Use Permit to allow a Short-Term Rental in an **R-1, Single-Family Residential Suburban District**, for the property located at **2316 Hillwood Drive West**.

After discussion it was decided to recommend approval of the conditional use permit request to the City Council subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,

2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Ryan Kozlowski
R & P Investing, LLC
Post Office Box 2072
Goodlettsville, Tennessee 37070

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R & P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 21, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support the request for a Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:

   a) Any applicable development standards; and
   b) Any applicable use regulations.

2. The request will not impede the orderly development and improvement of surrounding property; and
3. 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.
4. The request will be adequately served by water and sanitary sewer services;
5. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
6. The request shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to City Council, subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$357.58** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 18, 2025

Ryan Kozlowski
R & P Investing, LLC
Post Office Box 2072
Goodlettsville, Tennessee 37070

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R & P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on July 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

Notice of Neighborhood Meeting

Date of Notice 04/25/2025

Dear Property Owners(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Ryan Kozlowski** will be submitting to the Mobile City Planning Commission:

(1) Application for a Conditional Use Permit to operate a short-term rental (STR) at 2316 W Hillwood Dr. Mobile, AL 36605.

The Neighborhood Meeting will be held at the following time, date, and location:

Friday May 23rd,2025

4:00pm-5:30pm

Parkway Branch-Mobile Public Library Meeting Room

1924 Dauphin Island Pkwy-B Mobile, AL 36605

You are receiving this notice because your property is located within 300 feet of **2316 W Hillwood Dr. Mobile, AL 36605,** in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely, Ryan Kozlowski

Ryan Kozlowski

R & P Investing LLC

P.O Box 2072 Goodlettsville, TN 37070

615-310-3275

randpinvesting@gmail.com

PLANNING AND ZONING
30 APR 2025 PM1:12

MOBILE CITY PLANNING COMMISSION
June 17, 2025
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R&P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 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, July 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.

MOBILE CITY PLANNING COMMISSION
June 17, 2025
PUBLIC HEARING NOTICE

Re: 2316 Hillwood Drive West
ZON-STR-003382-2025
Ryan Kozlowski, R&P Investing, LLC
District 3
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 17, 2025, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, July 16, 2025, to allow adequate time for the Commission members to review the information.

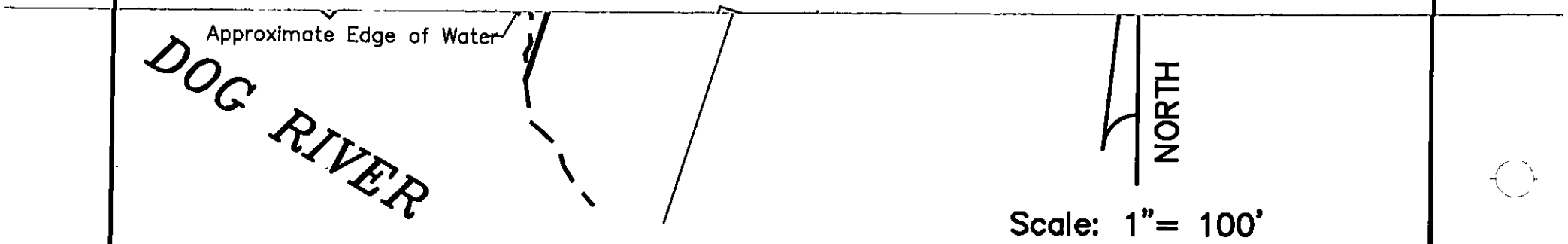
If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

SITE PLAN

SURVEY FOR: R & P INVESTING LLC **Project No.** B250001

DESCRIPTION: Lots 34 & 33, Block A, Edgewood Park, Mobile County, Mobile, Alabama.



Date: June 12, 2025

SGA067613

Outlook

Ryan Kozlowski, R&P Investing, LLC (ZON-STR-003382-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 6/11/2025 9:50 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Short Term Rental Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Re: Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 6/9/2025 9:40 AM
To Ryan Kozlowski <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Thank you for the Neighborhood Meeting documents.

As mentioned in my email, please complete the following:

1. **Correct Application Submission:**
   Please submit the appropriate application via the Customer Self-Service (CSS) Portal. The correct Plan Type is **"Short Term Rental - Conditional Use Permit"** and can be found further down the list of available applications. ***You submitted the correct paper application, we need you to please submit the correct online application ("Short Term Rental - Conditional Use Permit" instead of "Conditional Use Permit.")***

2. **Notification Labels:**
   - Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible. ***Our staff cannot print what you provided within the template of our mailing labels as some of them are cut-off or askew.***
   - Remove any duplicate labels to avoid unnecessary charges.

3. **Site Plan Requirements:**
   Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
   - Aerial photographs are not sufficient.
   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Ryan Kozlowski <randpinvesting@gmail.com>
Sent: Monday, June 9, 2025 9:09 AM

To: Anderson, Logan <dlogananderson@cityofmobile.org>
Subject: Re: Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

You don't often get email from randpinvesting@gmail.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I submitted all documents for items 1, 2 & 3. Are they not showing up on your end or is something insufficient with them? Also, when I log into the CSS portal to review this application there is no way to upload additional documents?

On Mon, Jun 9, 2025 at 8:17 AM Anderson, Logan <dlogananderson@cityofmobile.org> wrote:

Good Morning,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be considered complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Correct Application Submission:**
   Please submit the appropriate application via the Customer Self-Service (CSS) Portal. The correct Plan Type is **"Short Term Rental - Conditional Use Permit"** and can be found further down the list of available applications.

2. **Notification Labels:**

   - Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible.

   - Remove any duplicate labels to avoid unnecessary charges.

3. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 2, 2025**.
   Note: To date, only a dated photograph of the Neighborhood Meeting sign has been received.

4. **Site Plan Requirements:**
   Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).

   - Aerial photographs are not sufficient.

   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, June 16, 2025**, the application will be considered **partially complete** and placed on the agenda for the **July 17, 2025** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **July 2, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dloganander son@cityofmobile.org
(251) 208-5895 main

--

Ryan Kozlowski
CEO, R & P Investing LLC

615.310.3275 | randpinvesting@gmail.com

PO Box 2072 Goodlettsville, TN 37070

Outlook

Ryan Kozlowski, R&P Investing, LLC (ZON-STR-003382-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Wed 6/11/2025 9:50 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good morning,

We have completed our review of the above-referenced Short Term Rental Conditional Use Permit application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version currently provided) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

Outlook

Ryan Kozlowski, R&P Investing, LLC (ZON-CUP-003380-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 6/9/2025 8:17 AM
To randpinvesting@gmail.com <randpinvesting@gmail.com>
Cc York, Marie <marie.cross@cityofmobile.org>

Good Morning,

We have completed our initial review of the Conditional Use Permit application referenced above. Before the application can be considered complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Correct Application Submission:**
   Please submit the appropriate application via the Customer Self-Service (CSS) Portal. The correct Plan Type is **"Short Term Rental - Conditional Use Permit"** and can be found further down the list of available applications.

2. **Notification Labels:**
   - Resubmit your notification labels, ensuring that all portions of names and addresses are fully visible.
   - Remove any duplicate labels to avoid unnecessary charges.

3. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 2, 2025**.
   Note: To date, only a dated photograph of the Neighborhood Meeting sign has been received.

4. **Site Plan Requirements:**
   Provide a site plan that includes all items listed on **Page 4** of the Short-Term Rental application and meets any applicable requirements of **Article 10** of the Unified Development Code (**Pages 6–7**).
   - Aerial photographs are not sufficient.
   - A hand-drawn plot plan is acceptable, provided it includes all required dimensions.

Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application **will not be considered complete** until all required materials are received **and** the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, June 16, 2025**, the application will be considered **partially complete** and placed on the agenda for the **July 17, 2025** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **July 2, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dloganander son@cityofmobile.org
(251) 208-5895 main

City of Mobile • Planning &Zoning

Planning Commission Application

Conditional Use Permit Application for Short Term Rental

All the necessary information as required by the Unified Development Code, including the site plan, must be submitted in digital format no later than noon Central Time on the deadline filing date.

Fees

Conditional Use Permit $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.

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Owner (If different from Applicant)
Name:	Ryan Kozlowski	
Firm:	R & P Investing, LLC	
Phone:	615-310-3275	
Email:	randpinvesting@gmail.com	
Address:	PO Box 2072 Goodlettsville, TN 37070	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description. As well as photos of the front, back, and both sides of the property and an aerial view of the site.

2316 W Hillwood Dr Mobile, AL 36605 — Property Address

1.5 acres — Property Area (acres or square feet)

R023204350003056.000 — Parcel Number(s) or Key Number(s)

Low Density Residential, District 3 — Present Zoning or Transect District

N/A — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation as shown on page 5.

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", use 8 ½" x 11" sheets of labels). 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).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date: 6/7/25

Applicant or Agent Signature (if applicable) — Date: 6/7/25

I, the undersigned, constituting the owner of the hereinafter described real property do hereby execute and file with the City of Mobile this written application requesting that my property as described be issued a Conditional Use Permit for a Short-Term Rental in the City of Mobile, Alabama.

Furthermore, I certify that said property shall comply with the site and design criteria of Article 5, Section 64-5-6.E.11.(g) suitable for consideration of a Conditional Use Permit for Short-Term Rentals, to wit:

(1) There shall be no on-site employees.
(2) The establishment shall not serve meals.
(3) Guest rooms shall not contain cooking facilities.
(4) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
(5) No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.
(6) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-Term Rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-Term Rental period to address problems or complaints associated with the Short-Term Rental.
(7) Each Short-Term Rental must meet applicable building and fire codes and be equipped with the following safety equipment and features:
   a. Operational smoke and carbon monoxide detectors.
   b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
   c. Prominently displayed and legible 9-1-1 address on building exterior

I further certify that 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 7th day of June 2025

Signature

~~STATE OF ALABAMA~~ Tennessee
~~COUNTY OF MOBILE~~ Davidson

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Ryan Kozlowski, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 7th day of June 2025

Notary Public Karen A Cooperwood

My Commission Expires ~~My Commission Expires~~ January 24, 2028

KAREN A. COOPERWOOD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Conditional Use Permit – Short Term Rentals

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Conditional Use Permits for Short Term Rentals will be reviewed for compliance with the approval criteria provided in Approval Criteria of Article 5 (Section 64-5-6.E) as well as with the information requested below.

If a site cannot comply with the site plan requirements, a CUP application will not be processed by the Planning and Zoning Department.

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☑ Planning Commission Application
- ☑ Conditional Use Permit – Short Term Rentals
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☑ Mailing Labels
- ☑ Neighborhood Meeting Documentation
- ☑ Site Plan
- ☑ Fees

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The proposal operates a safe, family-oriented rental contributing to the city's goals outlined in the comprehensive plan.

2. Future Land Use Map (FLUM) Designation N/A

3. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
   If no, what are the deficiencies?
   N/A

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   The property will operate as a single family residence and within the neighborhood development plan.

5. 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.

   There will be no construction involved in the proposal and none of these will occur.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.
   The short term rental will operate as a single family residence as it was designed too and within the city development plan

7. Will there be any on-site employees? ☐ Yes ☒ No

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. In order for an application to be considered complete, the following information is required on the site plan.

☑ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.

☑ How many guest rooms are provided? 4

☑ Does the site comply with the Refuse (Garbage) Collection area requirements of Article 5, 64-5-6.E.11.(g)(7). of the Unified Development Code below:

☐ The refuse (garbage) collection area must be illustrated on the site plan. Provide a photo of the refuse (garbage) location and it's screening.

☐ Is the refuse (garbage) collection area closer than twenty (20) feet from any property line? ☐ Yes ☒ No

☐ Is the refuse (garbage) collection area closer than 100 feet from any dwelling on an adjacent lot? ☐ Yes ☒ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approve the Conditional Use Permit application.

☑ Does the site comply with the requirements of 64-5-6.E.11.(g)(8) of the Unified Development Code below:

☐ Are there a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any) ☒ Yes ☐ No

☐ Is there a minimum of one (1) additional parking space per guest room; parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means; with access, maneuvering and surfacing in compliance with both 64-3-12? ☒ Yes ☐ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approval the Condition Use Permit application.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

Please verify the following documentation is provided:

- ☑ Dated Photograph(s) of the posted sign(s)
- ☑ The verified address list of surrounding property owners who were notified
- ☑ A sign-in sheet documenting meeting attendance
- ☑ Written summary or minutes of the meeting
- ☑ Copies of any site plans, building elevations or other documents provided or references at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605

2. What information was presented at the meeting?
   I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues.

3. What concerns were raised during the meeting?
   Out of all attendees their were two concerns brought up from two residents in the neighborhood. One neighbor broughr up arriving guest accidentally pulling into the wrong driveway upon arrival. The other wanted to discuss property lines at the rear of the property at the waterfront.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   I intend to install an illuminated numerical display of the property address at the front of the driveway to prevent any confusion on which driveway when arriving to the property at night.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Hillwood STR

Address: 2316 W Hillwood Dr Mobile, AL 36605

Owner: Ryan Kozlowski

Address: PO Box 2072 Goodlettsville, TN Zip Code: 37070`

Phone: 615-310-3275 Fax: N/A Email: randpinvesting@gmail.com

Authorized Agent: Ryan Kozlowski

Address: PO Box 2072 Goodlettsville, TN Zip Code: 37070

Phone: 615-310-3275 Fax: N/A Email: randpinvesting@gmail.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

_____ Ryan Kozlowski

Signature Print

_____ Owner

Date Affiliation to project/Organization

NEIGHBORHOOD
MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Ryan Kozlowski
Phone #: 615-310-3275
Meeting Date: May 23 rd , 2025
Meeting Time: 4:00pm-5:30pm
Meeting Location:
Parkway Branch - Mobile Public Library
1924-B Dauphin Island Pkwy Mobile, AL 36605
Maps
Mobile, United States
Hillwood Dr W, 2308
36605
May 12, 2025 at 10:01AM

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 06/07/25

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

_____

_____

Neighborhood Meeting Date: 5/23/25

Neighborhood Meeting Time: 4:00-5:30 pm

Neighborhood Meeting Location: Parkway Branch - Mobile Public Library
1924 Dauphin Island Pkwy - B Mobile, AL 36605

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____)

Applicant's Name: Ryan Kozlowski
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X _____ Date: 06/07/25

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meeting

Date: 05/23/25

Time: 4:00 pm

Location of Neighborhood Meeting: Parkway Branch - Mobile Library
1924 Dauphin Island Pkwy - B Mobile, AL 36605

Project Location: 2316 W Hillwood Dr Mobile, AL 36605

Project/Application (e.g. Rezoning from R-1 to B-1):
Conditional Use Permit
Short-term rental

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 5/23/25

Please Sign In:

Name: Paul Shields Email: PaulShields@gmail.com
Address: 2320 S. Hillwood Dr Phone: 251-234-4622

Name: Susan Goff Email: Cgoff378@gmail.com
Address: 2320 S Hillwood Dr Phone: (251) 609-0177

Name: Alison Richardson Email: AlisonR.Richardson11p.CBr
Address: 2335 Hillwood Dr S Phone: 251 586 4482

Name: Janie Lanier Email: JANIESELLS@AOL.
Address: 2320 W. Hillwood Phone: 251-421-5000

Neighborhood Meeting Sign-In Sheet
Date: 5/23/25
Applicant: Ryan Kozlowski

Meeting Location: 1124 Dauphin Island Pkwy - B
Application(s): Conditional Use Permit

Name: NEIL PEARCE Email: PEARCENA@AOL.COM
Address: 2320 W. HILLWOOD DR Phone: 706-366-3806

Name: David Blanchard Email: dpb.blanchard@comcast.net
Address: 7308 Ellen Dr. Mobile, AL 36605 Phone: (251) 234-2663

Name: Courtney Cornish Email: _____
Address: 7523 Devil's Pt Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 5/23/25

Meeting Time: 4:00 - 5:30 pm

Meeting Location: Parkway Branch
Mobile Public library

Below is a summary of the proposed project presented at the Neighborhood Meeting:
I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues or needs.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):
The property layout and photos of the property.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):
Paul Shields & Susan Goff. First two and only two that showed up on time. They thought I was with the city council and showed up to discuss the neighborhood boat ramp.
Alison Richardson - showed up next to discuss property lines at the rear of the property near the water front and dog issues with 2308 W Hillwood Dr.
Janie & Neil - The neighbor's at 2320 W Hillwood Dr showed up to discuss arriving guest accidently pulling down their driveway.

Neighborhood Meeting Summary
Date: 5/23/25
Applicant: Ryan Kozlowski

Meeting Location: Parkway Branch - Mobile Library
Application: Conditional Use Permit

(Meeting summary, continued)

David and his guest were the last to arrive. They were confused about the letter and thought they were required to show up. They had no questions or comments in regards to the permit. All attendees were gone by 5:00pm. I stayed until 5:30 and no additional guest showed up.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 5:00 pm

Applicant's signature attesting to the accuracy of this summary:

X _____ **Date:** 5/23/25

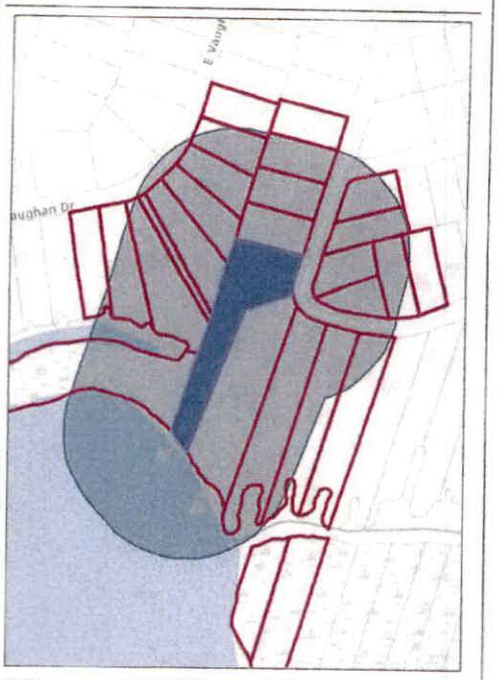
Neighborhood Meeting Checklist:

- √ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.
- √ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.
- √ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.
- √ Neighborhood Meeting held.
- √ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:
  - √ Dated photograph(s) of the posted sign(s)
  - √ The verified address list of surrounding property owners to whom notification was provided
  - √ A copy of the notice advertising the Neighborhood Meeting
  - √ A sign-in sheet documenting meeting attendance
  - √ A written summary or minutes of the meeting
  - √ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- √ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.
- √ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Property Owner List (Proximity)

KEYX	PARCEL	NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1008741	R023204350003055.000	SCOTT ALFRED L & TANYA	2308 W HILLWOOD DR		MOBILE	AL	36605
3042543	R023204350003063.001	VROCHER MICHAEL & MELISSA VROCHER	2403 VAUGHAN DR S		MOBILE	AL	36605
1008849	R023204350003065.000	ANTHONY JOHN LEONARD	2401 S VAUGHN DR		MOBILE	AL	36605
1008858	R023204350003068.000	GEORGE ASHLEY	2241 E VAUGHAN DR		MOBILE	AL	36605
1010294	R023204350004021.000	PEARCE NEIL A	2320 W HILLWOOD DR		MOBILE	AL	36605
1008750	R023204350003056.000	R & P INVESTING LLC	710 E CAMPBELL RD		MADISON	TN	37115
1510350	R023204350003054.000	TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP	6 S SUMMIT ST		FAIRHOPE	AL	36532
1010293	R023204350004023.000	REESE LAND & TIMBER LLC	1209 GOVERNMENT ST		MOBILE	AL	36604
1772326	R023204350003064.001	TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES	6 S SUMMIT ST		FAIRHOPE	AL	36532
1010275	R023204350004020.000	EDGEWOOD PARK COMMUNITY HSE	2400 E HILLWOOD DR		MOBILE	AL	36605
1010300	R023204350004027.000	ASR PROPERTIES LLP	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008967	R023204350003067.000	MAHARAJ RAPHAEL A & BETTY JO	2237 E VAUGHAN DR		MOBILE	AL	36605
1009946	R023204350003175.000	THOMPSON ANTHONY	3022 BAY FRONT RD		MOBILE	AL	36605
1010319	R023204350004026.000	ABRAHAM & ISAAC INC	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008732	R023204350003064.000	LIGHTHOUSE HOMES & PROPERTIES LLC	PO BOX 86		MOUNTAINVILLE	NY	10953
1009958	R023204350003176.000	SHADY ACRES RENTAL HOUSES L L C	2510 OLD MILITARY RD		MOBILE	AL	36605
1010266	R023204350004019.000	RICHARDSON MARK A & ALISON S	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008821	R023204350003063.000	BRACKNELL BRIAN L & KIMBERLY WISE BRACKNELL	2405 S VAUGHN DR		MOBILE	AL	36605
1008876	R023204350003068.000	LOWE DONALD ANDREW	2229 VAUGHAN DRIVE E		MOBILE	AL	36605
1010329	R023204350004028.01	ASR PROPERTIES LLP	2335 S HILLWOOD DR		MOBILE	AL	36605
1008723	R023204350003053.000	LALA LLC	3751 CONWAY DR S		MOBILE	AL	36608
1010227	R023204350004018.000	RICHARDSON MARK A & ALISON S	800 HILLCREST RD STE 6		MOBILE	AL	36695
1008912	R023204350003062.000	LEWIS FLOYD M & CATHERINE M LEWIS	2407 S VAUGHN DR		MOBILE	AL	36605
1010337	R023204350004029.000	CARDENAS DEELOISE	2324 S HILLWOOD DR		MOBILE	AL	36605
1008685	R023204350003069.000	SMITH LAVERNE P	1192 W DOMINON DR		MOBILE	AL	36695
1008714	R023204350003052.000	TALLEY PATRICK E	2258 W HILLWOOD DR		MOBILE	AL	36605
		Planning & Zoning	205 Government St 3rd Floor, South Tower		MOBILE	AL	36606
		YORK MARIE	205 Government St 3rd Floor, South Tower		MOBILE	AL	36605
		CITY OF MOBILE OFFICE OF CITY ATTN: C.A. SMALL	PO BOX 1827		MOBILE	AL	36633-182

Near Me Report



ADDRESS Mobile City Limits Property

Property Owner List | Total count: 26

#	KEY#	PARCEL	NAME
1	01004741	R023204350030095.020	SCOTT ALFRED L & TANYA
2	03048543	R023204350030083.001	VROOCHER MICHAEL & MELISSA VROOCHER
3	01001649	R023204350030055.020	ANTHONY JOHN LEONARD
4	01016838	R023204350003056.000	GEORGE ASHLEY
5	01010264	R023204350004021.000	PEARCE NEIL A
6	01006750	R023204350003035.000	R & P INVESTING LLC
7	01610380	R023204350030064.000	TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP
8	01012293	R023204350004023.000	RESINI LAND & TIMBER LLC
9	01772535	R023204350030064.001	TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES
10	01012275	R023204350004030.000	EDGEWOOD PARK COMMUNITY HSE
11	01012300	R023204350004027.000	ASR PROPERTIES LLP
12	01008867	R023204350003057.000	MAHARAJ RAPHAEL A & BETTY JO
13	01003046	R023204000001775.000	THOMPSON ANTHONY
14	01013518	R023204350004028.000	ABRAHAM & ISAAC INC
15	01006732	R023204350003054.000	LIGHTHOUSE HOMES & PROPERTIES LLC
16	01009955	R023204350003178.000	SHADY ACRES RENTAL HOUSES L L C
17	01012066	R023204350004019.000	RICHARDSON MARK A & ALISON B
18	01008621	R023204350003063.000	DRACHNELL BRIAN L & KIMBERLY WEBB BRACKNELL
19	01004676	R023204350003058.000	LOWE DONALD ANDREW
20	01010328	R023204350004028.01	ASR PROPERTIES LLP
21	01003723	R023204350003053.000	LALA LLC
22	01010257	R023204350004018.000	RICHARDSON MARK A & ALISON B
23	01008812	R023204350003062.000	LEWIS FLOYD M & CATHERINE M LEWIS
24	01010337	R023204350004029.000	CARDENAS OBELORGE
25	01008565	R023204350003069.000	SMITH LAVERNE P
26	01006714	R023204350003052.000	TALLEY PATRICK E

#	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1	2309 W HILLWOOD DR	No data	MOBILE	AL	36605
2	2403 VAUGHAN DR S	No data	MOBILE	AL	36605
3	2401 S VAUGHN DR	No data	MOBILE	AL	36605
4	2241 S VAUGHAN DR	No data	MOBILE	AL	36605
5	3500 W HILLWOOD DR	No data	MOBILE	AL	36605
6	710 E CAMPBELL RD	No data	MADISON	TN	37115
7	6 S SUMMIT ST	No data	FAIRHOPE	AL	36532
8	1239 GOVERNMENT ST	No data	MOBILE	AL	36604
9	6 S SUMMIT ST	No data	FAIRHOPE	AL	36532
10	2402 S HILLWOOD DR	No data	MOBILE	AL	36605
11	800 HILLCREST RD STE E	No data	MOBILE	AL	36695
12	2237 E VAUGHAN DR	No data	MOBILE	AL	36605
13	3022 BAY FRONT RD	No data	MOBILE	AL	36605
14	800 HILLCREST RD STE E	No data	MOBILE	AL	36695
15	PO BOX 87	No data	MOUNTAINVILLE	NY	10953
16	3515 OLD MILITARY RD	No data	MOBILE	AL	36605
17	800 HILLCREST RD STE E	No data	MOBILE	AL	36691
18	2405 S VAUGHN DR	No data	MOBILE	AL	36605
19	2229 VAUGHAN DRIVE E	No data	MOBILE	AL	36609
20	2305 S HILLWOOD DR	No data	MOBILE	AL	36601
21	3751 CONWAY DR S	No data	MOBILE	AL	36608
22	800 HILLCREST RD STE E	No data	MOBILE	AL	36525
23	2401 S VAUGHN DR	No data	MOBILE	AL	36605
24	2304 S HILLWOOD DR	No data	MOBILE	AL	36605
25	1702 N DOMINION DR	No data	MOBILE	AL	36605
26	2258 W HILLWOOD DR	No data	MOBILE	AL	36605

Notice of Neighborhood Meeting

Date of Notice 04/25/2025

Dear Property Owners(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Ryan Kozlowski** will be submitting to the Mobile City Planning Commission:

(1) Application for a Conditional Use Permit to operate a short-term rental (STR) at 2316 W Hillwood Dr. Mobile, AL 36605.

The Neighborhood Meeting will be held at the following time, date, and location:

Friday May 23rd,2025

4:00pm-5:30pm

Parkway Branch-Mobile Public Library Meeting Room

1924 Dauphin Island Pkwy-B Mobile, AL 36605

You are receiving this notice because your property is located within 300 feet of **2316 W Hillwood Dr. Mobile, AL 36605,** in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely, Ryan Kozlowski

Ryan Kozlowski

R & P Investing LLC

P.O Box 2072 Goodlettsville, TN 37070

615-310-3275

randpinvesting@gmail.com

NAME
MAIL_ADDR1
MAIL_CITY MAIL_STATE MAIL_ZIP

SCOTT ALFRED L & TANYA
2308 W HILLWOOD DR
MOBILE AL 36605

VROCHER MICHAEL & MELISSA
2403 VAIGHAN DR S
MOBILE AL 36605

ANTHONY JOHN LEONARD
2401 S VAUGHN DR
MOBILE AL 36605

GEORGE ASHLEY
2241 E VAUGHAN DR
MOBILE AL 36605

PEARCE NEIL A
2320 W HILLWOOD DR
MOBILE AL 36605

R & P INVESTING LLC
710 E CAMPBELL RD
MADISON TN 37115

TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP
6 S SUMMIT ST
FAIRHOPE AL 36532

REESE LAND & TIMBER LLC
1209 GOVERNMENT ST
MOBILE AL 36604

TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES
6 S SUMMIT ST
FAIRHOPE AL 36532

EDGEWOOD PARK COMMUNITY HSE
2400 E HILLWOOD DR
MOBILE AL 36605

ASR PROPERTIES LLP
800 HILLCREST RD STE 6
MOBILE AL 36695

MAHARAJ RAPHAEL A & BETTY JO
2237 E VAUGHAN DR
MOBILE AL 36605

THOMPSON ANTHONY
3022 BAY FRONT RD
MOBILE AL 36605

ABRAHAM & ISAAC INC
800 HILLCREST RD STE 6
MOBILE AL 36695

LIGHTHOUSE HOMES & PROPERTIES LLC
PO BOX 86
MOUNTAINVILLE NY 10953

SHADY ACRES RENTAL HOUSES LLC
2510 OLD MILITARY RD
MOBILE AL 36605

RICHARDSON MARK & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

BRACKNELL BRIAN & KIMBERLY
2405 S VAUGHN DR
MOBILE AL 36605

LOWE DONALD ANDREW
2229 VAUGHAN DRIVE E
MOBILE AL 36605

ASR PROPERTIES LLP
2335 S HILLWOOD DR
MOBILE AL 36605

LALA LLC
3751 CONWAY DR S
MOBILE AL 36608

RICHARDSON MARK & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

LEWIS FLOYD & CATHERINE
2407 S VAUGHN DR
MOBILE AL 36605

CARDENAS DEELOISE
2324 S HILLWOOD DR
MOBILE AL 36605

SMITH LAVERNE P
1192 W DOMINON DR
MOBILE AL 36695

TALLEY PATRICK E
2258 W HILLWOOD DR
MOBILE AL 36605

YORK MARIE
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

COMMISSION PLANNING
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

CITY OF MOBILE OFFICE OF CITY
ATTN: C.J SMALL
PO BOX 1827
MOBILE, AL 36633-1827

Ryan Kozlowski
PO Box 2072
Goodlettsville, TN 37070

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PO Box 2072
Goodlettsville, TN 37070

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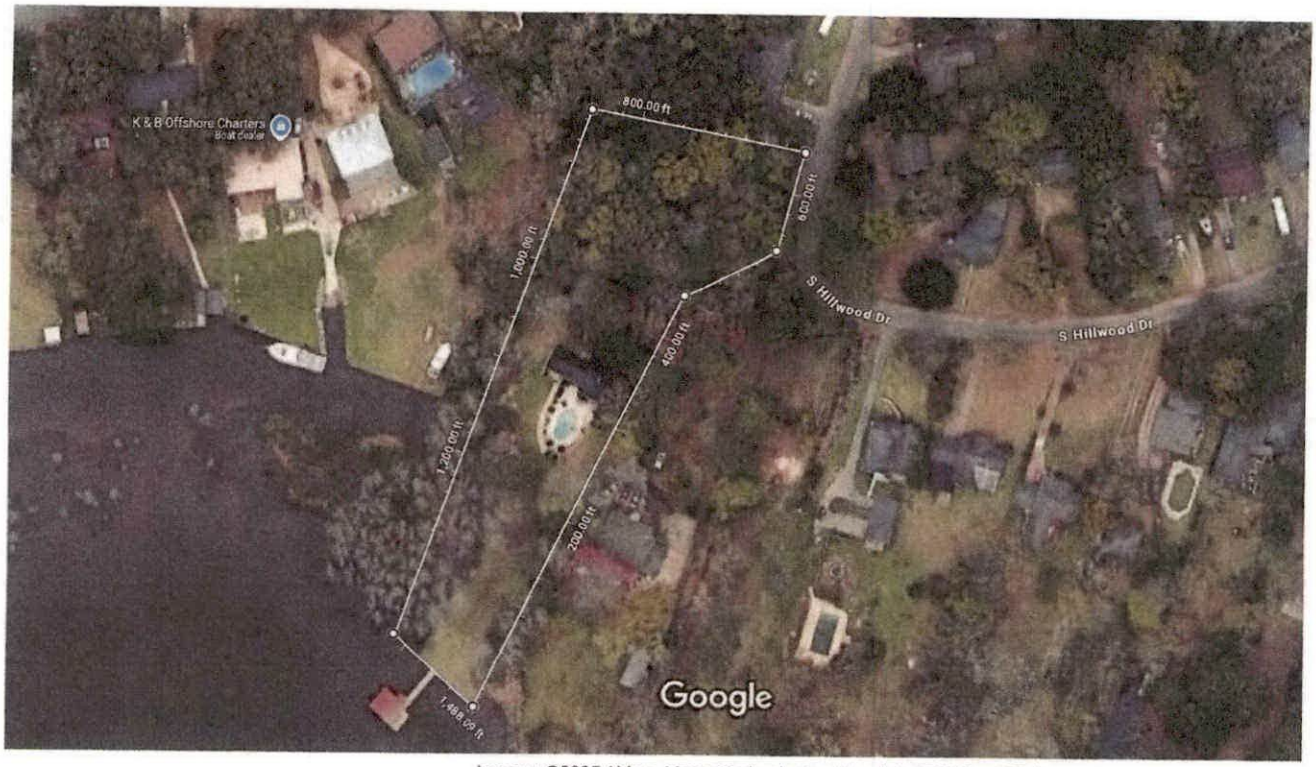
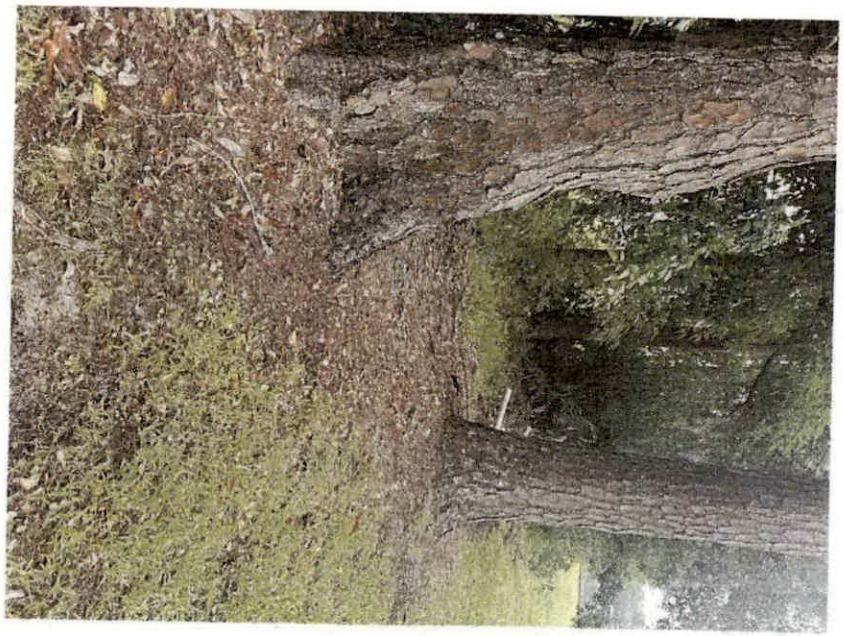
Goodlettsville, TN 37070

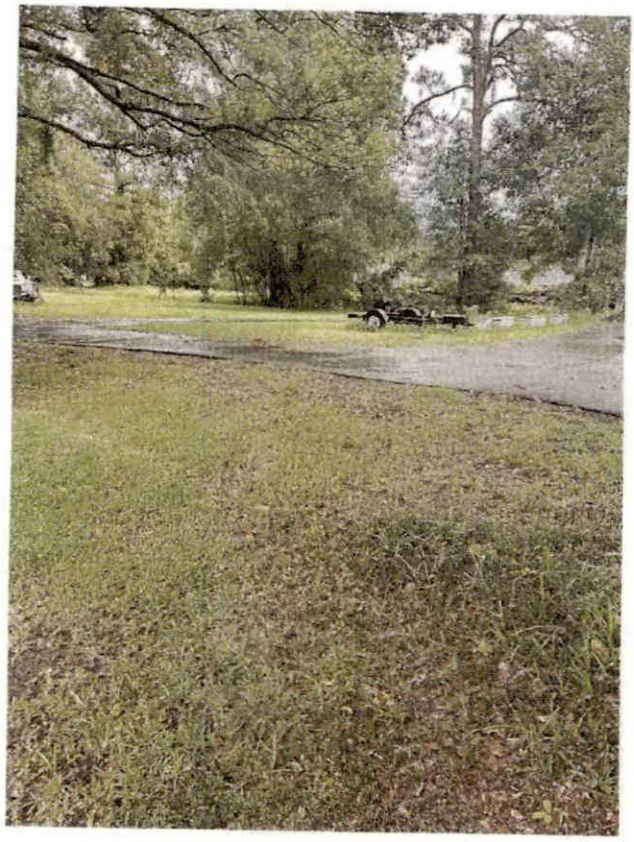
Google Maps 2316 W Hillwood Dr

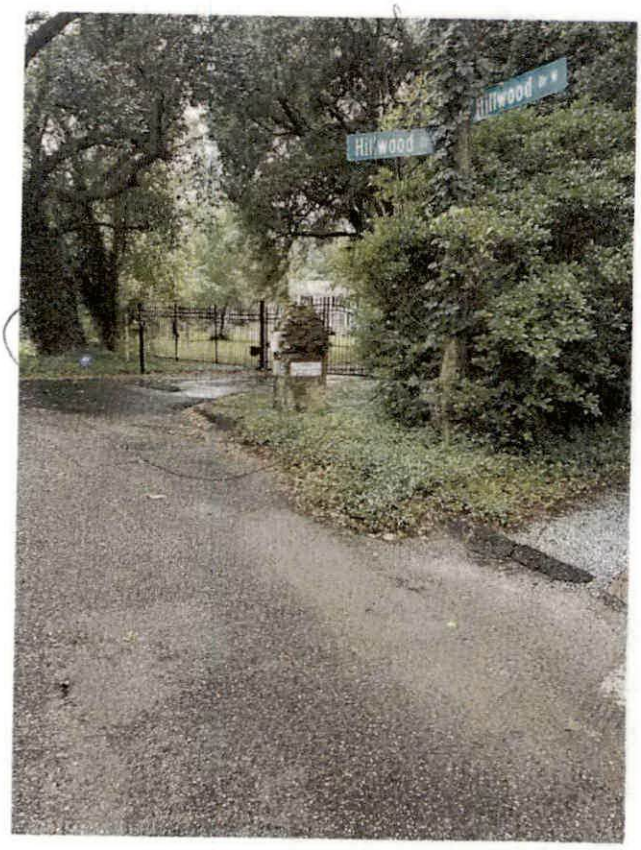


Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

Measure distance
Total area: 80,770.79 ft² (7,503.85 m²)
Total distance: 1,488.09 ft (453.57 m)






Hillwood
Hillwood

Inst. # 2023030812 Pages: 1 of 1 certify this instrument filed on: 5/1 023 2:56 PM
Doc: M Don Davis, Judge of Pro e, Mobile County, AL Rec: $38.00 I Tx: $600.00
Clerk: HDEES ERecorded

Return To: Cadence Loan Ops
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

39884 2 of 2

Commercial Mortgage, Security Agreement and Assignment of Leases and Rents

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this *"Mortgage"*) is entered into as of May 1, 2023, between R & P INVESTING LLC , a Tennessee limited liability company, with an address of 710 E. CAMBELL RD, MADISON, TN 37115 (the *"Mortgagor"*) and Cadence Bank, a Mississippi State Chartered Bank, with an address of 402 South Broad Street, Scottsboro, AL 35768 (the *"Bank"*).

The real property which is the subject matter of this Mortgage has the following address(es): 2316 W. HILLWOOD DR, MOBILE, AL 36605 (the *"Address(es)"*).

1. Mortgage, Obligations and Future Advances

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to Bank and its successors and assigns forever, WITH MORTGAGE COVENANTS, all of Mortgagor's right, title and interest in and to the Property described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to Bank and all obligations respecting that certain One Year Adjustable Term Note, dated May 1, 2023, by R & P INVESTING LLC in favor of Bank in the original principal amount of $400,000.00 (the *"Note"*; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the *"Loan Documents"*), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The latest Obligation secured by the Mortgage matures on April 30, 2043.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the *Uniform Commercial Code of Alabama* (the *"Uniform Commercial Code"*) as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 7-9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. Bank shall have and hold the above granted Property unto and to the use and benefit of Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform

the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.5 Property. The term *"Property"*, as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the *Uniform Commercial Code*, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the *"Leases"*); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term *"Obligation(s)"*, as used in this Mortgage, shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to Bank; or are due indirectly by the Mortgagor to Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of $400,000.00 of the amounts outstanding pursuant to the terms of the Loan Documents as set forth herein. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. Representations, Warranties, Covenants

2.1 Representations and Warranties. The Mortgagor represents and warrants that:

(A) This Mortgage has been duly executed and delivered by the Mortgagor and is the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;

(B) The Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the *"Permitted Encumbrances"*);

(C) The Mortgagor is the sole legal owner of the entire lessor's interest in Leases, if any, with full power and authority to encumber the Property in the manner set forth herein, and the Mortgagor has not executed any other assignment of Leases or any of the rights or rents arising thereunder;

(D) As of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by Bank; and

(E) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction.

2.2 Recording; Further Assurances. The Mortgagor covenants that it shall, at its sole cost and expense and upon the request of Bank, cause this Mortgage, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of Bank in the Property and the rights of Bank under this Mortgage. Mortgagor will from time to time execute and deliver to Bank such documents, and take or cause to be taken, all such other or further action, as Bank may request in order to effect and confirm or vest more securely in Bank all rights contemplated by this Mortgage (including, without limitation, to correct clerical errors) or to vest more fully in, or assure to Bank the security interest in, the Property or to comply with applicable statute or law. To the extent permitted by applicable law, Mortgagor authorizes Bank to file financing statements, continuation statements or amendments, and any such financing

statements, continuation statements or amendments may be filed at any time in any jurisdiction. Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Property as defined in this Mortgage and which contain any other information required by Article 9 of the *Uniform Commercial Code* for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor; Mortgagor also authorizes Bank to file financing statements describing any agricultural liens or other statutory liens held by Bank. Mortgagor agrees to furnish any such information to Bank promptly upon request. In addition, Mortgagor shall at any time and from time to time, take such steps as Bank may reasonably request for Bank (i) to obtain an acknowledgment, in form and substance satisfactory to Bank, of any bailee having possession of any of the Property that the bailee holds such Property for Bank, and (ii) otherwise to insure the continued perfection and priority of Bank's security interest in any of the Property and the preservation of its rights therein. Mortgagor hereby constitutes Bank its attorney-in-fact to execute and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Mortgage terminates in accordance with its terms, all Obligations are paid in full and the Property is released.

2.3 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of Bank in each instance:

(A) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage;

(B) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule (*"Hazardous Substances"*); or

(C) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Mortgagor further agrees to give Bank prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Mortgagor agrees to defend its title to the Property and Bank's interest therein against the claims of all persons and, unless Bank requests otherwise, to appear in and diligently contest, at the Mortgagor's sole cost and expense, any action or proceeding that purports to affect the Mortgagor's title to the Property or the priority or validity of this Mortgage or Bank's interest hereunder.

2.4 Operation of Property. The Mortgagor covenants and agrees as follows:

(A) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Mortgagor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to Bank of (i) any violation of any such law, ordinance or regulation by the Mortgagor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;

(B) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to Bank, provide deductible amounts acceptable to Bank, name Bank as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least zero (0) days prior written notice to Bank. Such policies shall include (i) a mortgage endorsement determined by Bank in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of Bank, shall not be invalidated by any act or neglect of the Mortgagor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as Bank may request. The Mortgagor will furnish to Bank upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to Bank. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Mortgagor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;

(C) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of Bank, execute any assignment of the Leases except in favor of Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;

(D) Mortgagor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit Bank and Bank's agents, employees and representatives, at such reasonable times as Bank may request, to enter and inspect the Property and such books and records;

(E) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof; and

(F) Mortgagor shall not use or occupy the Property or allow any other party to use or occupy the Property in any manner that would constitute a violation of any state and/or Federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Mortgage and constitutes an Event of Default.

2.5 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by Bank, the Mortgagor shall deposit from time to time with Bank sums determined by Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at Bank's request, provides Bank with adequate cash security, in Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by Bank. If Mortgagor shall fail to pay such sums, Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by Bank shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.6 Notices; Notice of Default. The Mortgagor will deliver to Bank, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Mortgagor is in default in the performance or observance of any of the terms hereof or that the Mortgagor or any tenant is in default of any terms of the Leases. The Mortgagor further agrees to deliver to Bank written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a *"Taking"*), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to Bank, describing the nature and extent thereof. Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for Bank and immediately pay the same to Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to Bank in amounts not exceeding the Obligations. Bank may apply such amounts to the Obligations in such order as Bank may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to Bank and, at the option of Bank, be applied to the Obligations in such order as Bank may determine; provided, however, that if Bank shall require repair of the Property, Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for Bank and promptly paid to it.

3. Certain Rights of Bank

3.1 Legal Proceedings. Bank shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in Bank's reasonable judgment, might affect the Property or any of the rights created or secured by this Mortgage. Bank shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. Bank shall have the right, at the Mortgagor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as Bank deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.

3.3 Financial Statements. Bank shall have the right, at the Mortgagor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to Bank from the Mortgagor or any guarantor of any of the Obligations and the Mortgagor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by Bank.

3.4 Leases and Rent Roll. The Mortgagor shall deliver to Bank (i) during each calendar year and at such other times as Bank shall request a rent roll for the Property, in form acceptable to Bank, listing all tenants and occupants and describing all of the Leases; and (ii) at such times as Bank shall request executed copies of all the Leases.

4. Defaults and Remedies

4.1 Events of Default. *"Event of Default"* shall mean the occurrence of any one or more of the following events:

(A) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with Bank;

(B) failure by the Mortgagor or any guarantor of the Obligations to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage or the Loan Documents;

(C) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;

(D) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Bank;

(E) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party;

(F) any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Mortgage or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by Bank to have been false or misleading in any material respect when made;

(G) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;

(H) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;

(I) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the *Bankruptcy Code* 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;

(J) the service upon Bank of a writ in which Bank is named as trustee of the Mortgagor or any guarantor of the Obligations;

(K) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;

(L) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations;

(M) the termination or revocation of any guaranty of the Obligations; or

(N) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to Bank has been or may be impaired.

4.2 Remedies. On the occurrence of any Event of Default Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

(A) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder;

(B) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Bank upon the Property for any reason shall not cause Bank to be a mortgagee in possession, except upon the express written declaration of Bank;

(C) With or without taking possession, receive and collect all rents, income, issues and profits (*"Rents"*) from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Mortgagor appoints Bank as its true and

lawful attorney with the power for Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. Bank shall be liable to account only for such Rents actually received by Bank. Lessees under the Leases are hereby authorized and directed, following notice from Bank, to pay all amounts due the Mortgagor under the Leases to Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;

(D) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a *"Portion"*), Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such Portion without impairing its right to foreclose subsequently upon any other Portion or the entirety of the Property from time to time thereafter. In addition, Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;

(E) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given Bank "control" over the Property or cause Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and

(F) Take such other actions or proceedings as Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the *Uniform Commercial Code* or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

4.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

4.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

4.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

5. Miscellaneous

5.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

5.2 Indemnification Regarding Leases. The Mortgagor hereby agrees to defend, and does hereby indemnify and hold Bank and each of its directors, officers, employees, agents and attorneys and any Bank Affiliate and its directors, officers, employees, agents and attorneys (each an *"Indemnitee"*) harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of Bank to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon Bank or any Indemnitee or make them liable for performance of any of the obligations of the Mortgagor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.

5.3 Indemnification Regarding Hazardous Substances. The Mortgagor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Mortgagor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Mortgage and/or the repayment of all debts to Bank including repayment of all Obligations.

5.4 Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Mortgage or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Mortgagor or other person or entity, then the Mortgagor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Bank in favor of the Mortgagor.

5.5 Waivers. The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as *"Bank's Rights and Remedies"*) hereunder shall constitute a waiver thereof; and no waiver by Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under any such other agreement or transaction) but all Bank's Rights and Remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Bank at such time or times and in such order of preference as Bank in its sole discretion may determine.

5.6 Joint and Several. If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term *"Mortgagor"* shall include each as well as all of them.

5.7 Severability. If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

5.8 Complete Agreement. This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

5.9 Binding Effect of Agreement. This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of

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the parties hereto, and shall remain in full force and effect (and Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of Bank; and Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.

5.10 Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.

5.11 Governing Law. This Mortgage shall be governed by federal law applicable to Bank and, to the extent not preempted by federal law, the laws of the State of Alabama without giving effect to the conflicts of laws principles thereof.

5.12 Reproductions. This Mortgage and all documents which have been or may be hereinafter furnished by the Mortgagor to Bank may be reproduced by Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

5.13 Bank Affiliates. The term *"Bank Affiliate"* as used in this Mortgage shall mean any Affiliate of Bank or any lender acting as a participant under any loan arrangement between Bank and the Mortgagors. The term *"Affiliate"* shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

5.14 Jurisdiction and Venue. The Mortgagor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Alabama, over any suit, action or proceeding arising out of or relating to this Mortgage. The Mortgagor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Mortgagor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Mortgagor's address set forth herein or such other address as has been provided in writing to Bank and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Mortgagor.

Signatures

Executed under seal as of May 1, 2023.

Mortgagor

R & P INVESTING LLC
a Tennessee limited liability company

5-3-23

RYAN KOZLOWSKI — **Date**
MEMBER — *Seal*

Acknowledgment

State of ~~Alabama~~ Tennessee

County of ~~JACKSON~~ Davidson

I, Michael Ferrence hereby certify that RYAN KOZLOWSKI as MEMBER for R & P INVESTING LLC , a/an Tennessee limited liability company, on behalf of the limited liabilit, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such MEMBER, executed the same voluntarily on the same bears date.

Given under my hand this 3rd day of May, 2023.

Notary Public

Notary Public Name

MICHAEL FERRENCE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2026

This notarial act was completed:
☑ In Person
☐ In Person Electronic
☐ Remote Online Notarization

This Document Prepared By: Audrey Manning
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

EXHIBIT "A"
Property Description

See Exhibit A

Parcel 1:

Lot 34, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama in Map Book 5, Pages 69-72.

Parcel 2:

Lot 33, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama, in Map Book 5, Pages 69-72.

LESS AND EXCEPT the following described parcel: Commencing at the Northernmost Corner of said Lot 33; thence run South 48 degrees 15 minutes West, 148.85 feet along the line between Lot 32and Lot 33 of said Edgewood Park to the point of beginning of the property herein described; thence run South 25 degrees 52 minutes West, 391.9 feet, more or less to the margin of Dog River; thence Southeastwardly, 70 feet, more or less to a point on said line between Lot 32 and Lot 33 of Edgewood Park; thence run North 17 degrees 30 minutes East 350 feet more or less along the East line of said Lot 33 to the point of beginning.

FATIC-516
Exhibit A
ALTA Owners Policy (6-17-06)

First American Title Insurance Company

EXHIBIT A
LEGAL DESCRIPTION

Issuing Office File No. 39884

Policy No. 5011400-3629193e

Parcel 1:

Lot 34, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama in Map Book 5, Pages 69-72.

Parcel 2:

Lot 33, Block "A" Edgewood Park, according to plat thereof recorded in the Office of the Judge of Probate Court of Mobile County, Alabama, in Map Book 5, Pages 69-72.

LESS AND EXCEPT the following described parcel: Commencing at the Northernmost Corner of said Lot 33; thence run South 48 degrees 15 minutes West, 148.85 feet along the line between Lot 32and Lot 33 of said Edgewood Park to the point of beginning of the property herein described; thence run South 25 degrees 52 minutes West, 391.9 feet, more or less to the margin of Dog River; thence Southeastwardly, 70 feet, more or less to a point on said line between Lot 32 and Lot 33 of Edgewood Park; thence run North 17 degrees 30 minutes East 350 feet more or less along the East line of said Lot 33 to the point of beginning.

MOBILE
ALABAMA

Date: 2/06/2025

R & P Investing LLC
2316 W Hillwood Dr
Mobile AL 36605

Ownership: 2316 W Hillwood Dr

Dear Applicant,

The license application and proof of tax payments has been satisfied and completed. The next step is to obtain a Conditional Use Permit (CUP). You must contact the Planning Department at (251) 208-5895 or by email: Planning@Cityofmobile.org.

Thank you,

Marcie Bell, Revenue Agent

City of Mobile Revenue Department
P.O. Box 3065
Mobile, Al 36652-3065

City of Mobile • Planning &Zoning

Planning Commission Application

Conditional Use Permit Application for Short Term Rental

All the necessary information as required by the Unified Development Code, including the site plan, must be submitted in digital format no later than noon Central Time on the deadline filing date.

Fees

Conditional Use Permit $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.

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Owner (If different from Applicant)
Name:	Ryan Kozlowski	
Firm:	[redacted]	
Phone:	[redacted]	
Email:	[redacted]	
Address:	[redacted]	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description. As well as photos of the front, back, and both sides of the property and an aerial view of the site.

2316 W Hillwood Dr Mobile, AL 36605
Property Address

1.5 acres
Property Area (acres or square feet)

R023204350003056.000
Parcel Number(s) or Key Number(s)

Low Density Residential, District 3
Present Zoning or Transect District

N/A
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation as shown on page 5.

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", use 8 ½" x 11" sheets of labels). 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).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date: 6/7/25

Applicant or Agent Signature (if applicable) — Date: 6/7/25

I, the undersigned, constituting the owner of the hereinafter described real property do hereby execute and file with the City of Mobile this written application requesting that my property as described be issued a Conditional Use Permit for a Short-Term Rental in the City of Mobile, Alabama.

Furthermore, I certify that said property shall comply with the site and design criteria of Article 5, Section 64-5-6.E.11.(g) suitable for consideration of a Conditional Use Permit for Short-Term Rentals, to wit:

(1) There shall be no on-site employees.
(2) The establishment shall not serve meals.
(3) Guest rooms shall not contain cooking facilities.
(4) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
(5) No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.
(6) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-Term Rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-Term Rental period to address problems or complaints associated with the Short-Term Rental.
(7) Each Short-Term Rental must meet applicable building and fire codes and be equipped with the following safety equipment and features:
   a. Operational smoke and carbon monoxide detectors.
   b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
   c. Prominently displayed and legible 9-1-1 address on building exterior

I further certify that 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 7th day of June 2025

Signature

STATE OF ~~ALABAMA~~ Tennessee
COUNTY OF ~~MOBILE~~ Davidson

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Ryan Kozlowski, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 7th day of June 2025

Notary Public Karen A Cooperwood

My Commission Expires ~~My Commission Expires~~ January 24, 2028

KAREN A. COOPERWOOD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Conditional Use Permit – Short Term Rentals

Note: The establishment shall not serve meals. Guest rooms shall not contain cooking facilities.

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Conditional Use Permits for Short Term Rentals will be reviewed for compliance with the approval criteria provided in Approval Criteria of Article 5 (Section 64-5-6.E) as well as with the information requested below.

If a site cannot comply with the site plan requirements, a CUP application will not be processed by the Planning and Zoning Department.

The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☑ Planning Commission Application
- ☑ Conditional Use Permit – Short Term Rentals
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☑ Mailing Labels
- ☑ Neighborhood Meeting Documentation
- ☑ Site Plan
- ☑ Fees

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The proposal operates a safe, family-oriented rental contributing to the city's goals outlined in the comprehensive plan.

2. Future Land Use Map (FLUM) Designation N/A

3. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
   If no, what are the deficiencies?
   N/A

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   The property will operate as a single family residence and within the neighborhood development plan.

5. 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.

   There will be no construction involved in the proposal and none of these will occur.

6. Describe how the short term rental will not alter the surrounding neighborhood or the character of the dwelling.
   The short term rental will operate as a single family residence as it was designed too and within the city development plan

7. Will there be any on-site employees? ☐ Yes ☒ No

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. In order for an application to be considered complete, the following information is required on the site plan.

☑ Provide a building plan for the site illustrating all accessory structures, outdoor spaces and the floor plans of each.

☑ How many guest rooms are provided? 4

☑ Does the site comply with the Refuse (Garbage) Collection area requirements of Article 5, 64-5-6.E.11.(g)(7). of the Unified Development Code below:

- ☐ The refuse (garbage) collection area must be illustrated on the site plan. Provide a photo of the refuse (garbage) location and it's screening.
- ☐ Is the refuse (garbage) collection area closer than twenty (20) feet from any property line? ☐ Yes ☒ No
- ☐ Is the refuse (garbage) collection area closer than 100 feet from any dwelling on an adjacent lot? ☐ Yes ☒ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approve the Conditional Use Permit application.

☑ Does the site comply with the requirements of 64-5-6.E.11.(g)(8) of the Unified Development Code below:

- ☐ Are there a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any) ☒ Yes ☐ No
- ☐ Is there a minimum of one (1) additional parking space per guest room; parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means; with access, maneuvering and surfacing in compliance with both 64-3-12? ☒ Yes ☐ No

NOTE: IF THE SITE CANNOT COMPLY WITH THIS REQUIREMENT, PER 64-5-6.E., the City Council cannot approval the Condition Use Permit application.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

Please verify the following documentation is provided:

- ☑ Dated Photograph(s) of the posted sign(s)
- ☑ The verified address list of surrounding property owners who were notified
- ☑ A sign-in sheet documenting meeting attendance
- ☑ Written summary or minutes of the meeting
- ☑ Copies of any site plans, building elevations or other documents provided or references at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605
   5/23/25 from 4:00pm-5:30pm at Parkway Branch library at 1924 Dauphin Island Pkwy-B Mobile, AL 36605

2. What information was presented at the meeting?
   I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues.

3. What concerns were raised during the meeting?
   Out of all attendees their were two concerns brought up from two residents in the neighborhood. One neighbor broughr up arriving guest accidentally pulling into the wrong driveway upon arrival. The other wanted to discuss property lines at the rear of the property at the waterfront.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   I intend to install an illuminated numerical display of the property address at the front of the driveway to prevent any confusion on which driveway when arriving to the property at night.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Hillwood STR

Address: [redacted]

Owner: Ryan Kozlowski

Address: [redacted] Zip Code: 37070`

Phone: [redacted] Fax: N/A Email: [redacted]

Authorized Agent: Ryan Kozlowski

Address: [redacted] Zip Code: 37070

Phone: [redacted] Fax: N/A Email: [redacted]

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

_____ Ryan Kozlowski

Signature Print

_____ Owner

Date Affiliation to project/Organization

NEIGHBORHOOD
MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Ryan Kozlowski
Phone #: [redacted]
Meeting Date: May 23 rd , 2025
Meeting Time: 4:00pm-5:30pm
Meeting Location:
Parkway Branch - Mobile Public Library
1924-B Dauphin Island Pkwy Mobile, AL 36605

NAME
MAIL_ADDR1
MAIL_CITY MAIL_STATE MAIL_ZIP

ANTHONY JOHN LEONARD
2401 S VAUGHN DR
MOBILE AL 36605

R & P INVESTING LLC
710 E CAMPBELL RD
MADISON TN 37115

TONSMEIRE ARTHUR C III C/O
TONSMEIRE PROPERTIES
6 S SUMMIT ST
FAIRHOPE AL 36532

MAHARAJ RAPHAEL A & BETTY JO
2237 E VAUGHAN DR
MOBILE AL 36605

LIGHTHOUSE HOMES &
PROPERTIES LLC
PO BOX 86
MOUNTAINVILLE NY 10953

BRACKNELL BRIAN L & KIMBERLY
WISE BRACKNELL
2405 S VAUGHN DR
MOBILE AL 36605

LALA LLC
3751 CONWAY DR S
MOBILE AL 36608

CARDENAS DEELOISE
2324 S HILLWOOD DR
MOBILE AL 36605

YORK MARIE
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

SCOTT ALFRED L & TANYA
2308 W HILLWOOD DR
MOBILE AL 36605

GEORGE ASHLEY
2241 E VAUGHAN DR
MOBILE AL 36605

TONSMEIRE ARTHUR C III C/O THE
STALLINGS GROUP
6 S SUMMIT ST
FAIRHOPE AL 36532

EDGEWOOD PARK COMMUNITY
HSE
2400 E HILLWOOD DR
MOBILE AL 36605

THOMPSON ANTHONY
3022 BAY FRONT RD
MOBILE AL 36605

SHADY ACRES RENTAL HOUSES
LLC
2510 OLD MILITARY RD
MOBILE AL 36605

LOWE DONALD ANDREW
2229 VAUGHAN DRIVE E
MOBILE AL 36605

RICHARDSON MARK A & ALISON
S
800 HILLCREST RD STE 6
MOBILE AL 36695

SMITH LAVERNE P
1192 W DOMINON DR
MOBILE AL 36695

PLANNING COMMISSION
205 GOVERNMENT ST 3RD FLOOR
SOUTH TOWER
MOBILE AL 36605

VROCHER MICHAEL & MELISSA
2403 VAIGHAN DR S
MOBILE AL 36605

PEARCE NEIL A
2320 W HILLWOOD DR
MOBILE AL 36605

REESE LAND & TIMBER LLC
1209 GOVERNMENT ST
MOBILE AL 36604

ASR PROPERTIES LLP
800 HILLCREST RD STE 6
MOBILE AL 36695

ABRAHAM & ISAAC INC
800 HILLCREST RD STE 6
MOBILE AL 36695

RICHARDSON MARK A & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

ASR PROPERTIES LLP
2335 S HILLWOOD DR
MOBILE AL 36605

LEWIS FLOYD M & CATHERINE M
LEWIS
2407 S VAUGHN DR
MOBILE AL 36605

TALLEY PATRICK E
2258 W HILLWOOD DR
MOBILE AL 36605

Planning Commission
August 21, 2025

Agenda Item # 1 - HOLDOVER

ZON-STR-003382-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
2316 Hillwood Drive West

Applicant/Agent:
Ryan Kozlowski, R&P Investing, LLC

Property Owner:
R&P Investing, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Suburban District.

Commission Considerations:

1. To allow a short-term rental in an R-1, Single-Family Suburban District, with two (2) conditions.

Report Contents: **Page**

Context Map 2
Review Criteria 3
Planning Comments 4
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

N

NTS

HOLDOVER COMMENTS

The application was heldover from the July 18th meeting to allow the application to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

The applicant has provided the requisite information for approval of the Conditional Use Permit.

It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

HOLDOVER CONSIDERATIONS

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Commission and City Council should determine if the site meets all requisite criteria for approval of a Short-Term Rental, as detailed in Article 5, Section 64-5-6.E.11.(g) of the UDC.

If the application is considered for approval, it should be subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

General CUP Review Criteria (UDC Article 5, Section 6-E):

The City Council shall not approve an Application for Conditional Use Permit unless the following are satisfied:

1. **Code Compliance:**
    a. Meets all **development standards** and **use regulations** under the UDC.
2. **Neighborhood Compatibility:**
    a. Compatible with the **character** of the surrounding neighborhood.
3. **Development Impact:**
    a. Does **not impede** orderly development/improvement of nearby residents.
4. **Health, Safety, Welfare:**
    a. Does **not adversely affect** health, safety, or welfare of nearby residents.
    b. Considerations:
        i. Building type/height
        ii. Landscaping/screening
        iii. Lighting
        iv. Hours of operation
        v. Other mitigatable impacts
5. **Traffic & Access:**
    a. Safe ingress/egress; no traffic hazards or congestion.
6. **Stormwater Impact:**
    a. Minimizes impact on stormwater infrastructure.
7. **Utility Access:**
    a. Adequate water and sanitary sewer service.
8. **Emissions/Disturbance:**
    a. Not offensive due to emissions, noise, vibration, odor, etc.
9. **Public Welfare:**
    a. Will **not endanger public health, safety, or general welfare.**
10. **Community Benefit:**
    a. Serves a **need**, offers a **public benefit**, or fulfills a **public purpose**.
11. **Use-Specific Considerations:**
    a. Short-Term-Rental-specific criteria (see below) must be met.
    b. Reasonable conditions may be imposed by the Planning Commission or City Council.

Criteria Specific to Short-Term Rentals (STR):

1. **Employees:** No on-site employees allowed.
2. **Rooms:** Maximum of eight (8) guest rooms per STR.
3. **Meals:** No meal service permitted.
4. **Cooking Facilities:** Guest rooms must **not** have cooking facilities.
5. **Business License:** Valid license required; the license number must appear on all STR advertisements or listings.
6. **Residential Character:** Must **not alter** the residential nature or dwelling's character.
7. **Refuse Area:**
    a. Must be **screened from view.**
    b. Must be no closer than 20 feet from any property line.
    c. Must be no closer than 100 feet from any dwelling on an adjacent lot.
8. **Parking:**
    a. At least **two (2) off-street spaces for primary residents** (if applicable).
    b. At least **one (1) space per guest room.**
    c. Parking must not be in **required front/side yard setbacks** and must be **screened** from view of adjacent properties.
9. **Signage:** No "Vacancy," "Rent," etc. signs allowed.
10. **Local Contact:**
    a. Name and phone number posted inside the STR.
    b. Must respond to complaints **24 hours a day, seven (7) days a week** during rental periods.
11. **Safety Equipment:**
    a. Operational smoke and carbon monoxide detectors.
    b. One (1) 2.5-pound Class A-B-C fire extinguisher per floor.
    c. Prominently displayed and legible 9-1-1 address on building exterior.
12. **Structures:** No rentals permitted in **accessory structures, outdoor spaces,** or **Recreational Vehicles**.

PLANNING COMMENTS

The applicant is requesting a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

In reviewing the request, staff has determined that the site **does/does not** meet the following site and design criteria of Article 5, Section 6-E. of the UDC:

The site **does** meet the criteria		That there are no more than eight (8) guest rooms.
The site **does** meet the criteria		That the operation will not alter the residential nature of the neighborhood.
The site **does** meet the criteria		That the operation does not alter the character of the dwelling as a residence.
	The site **does not** meet the criteria	That the refuse (garbage) area is screened from view.
	The site **does not** meet the criteria	That the refuse (garbage) area is no closer than 20 feet from any property line.
	The site **does not** meet the criteria	That the refuse (garbage) area is no closer than 100 feet from any other dwelling.

	The site **does not** meet the criteria	That the minimum number of parking spaces are provided.
The site **does** meet the criteria		That the operation does not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

The applicant **has/has not** certified the following in their application:

Has certified		That there shall be no on-site employees.
Has certified		That the establishment shall not serve meals.
Has certified		That the guest rooms shall not contain cooking facilities.
Has certified		That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental.
Has certified		That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site.
Has certified		That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
Has certified		That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints.
Has certified		That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
Has certified		That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
Has certified		That the address of the dwelling shall be prominently displayed and legible on the building.

Approval of the request should be contingent upon full compatibility with the requisite criteria for approval of a Conditional Use Permit for a Short-Term Rental. **All criteria in the above tables should be certified and the site must meet all criteria for the Conditional Use Permit to be approved.** If the criteria are not certified and the site does not meet all applicable criteria, then the Conditional Use Permit cannot be approved.

It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

The Planning Commission should consider a holdover of the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,

3. Revise the site plan to illustrate the required off-street parking spaces.

If the Planning Commission and City Council consider approving the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

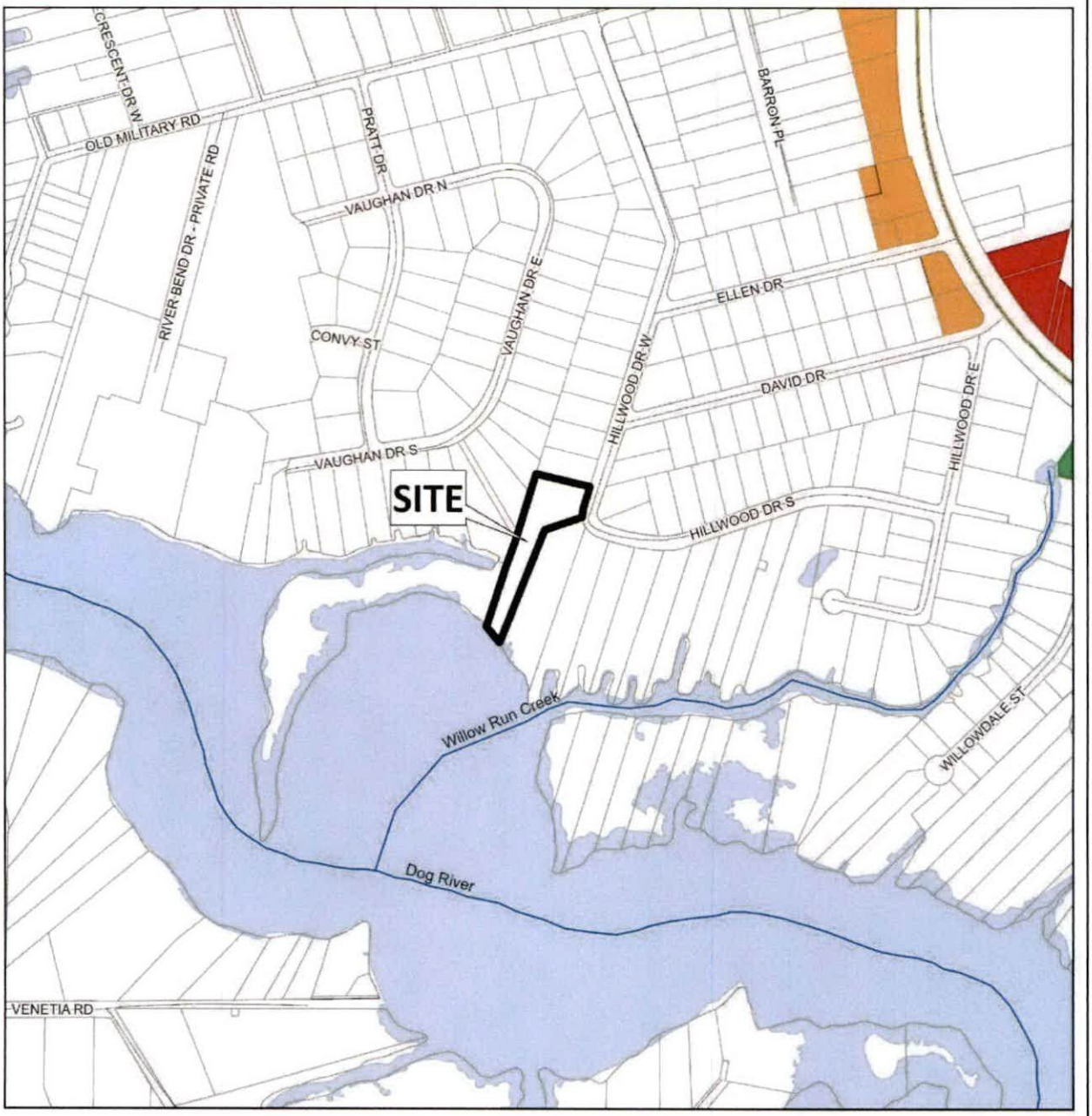
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Planning Commission and City Council should determine if the site meets all requisite criteria for approval of a Short-Term Rental, as detailed in Article 5, Section 64-5-6.E.11.(g) of the UDC.

If the application is considered for approval, it should be subject to the following conditions:

1. Provision of a revised site plan depicting the location of any/all garbage cans or other waste refuse bins;
2. Provision of photographs proving that all waste (garbage) refuse containers are screened from view;
3. Revision of the site plan to illustrate the required off-street parking spaces;
4. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE August 21, 2025

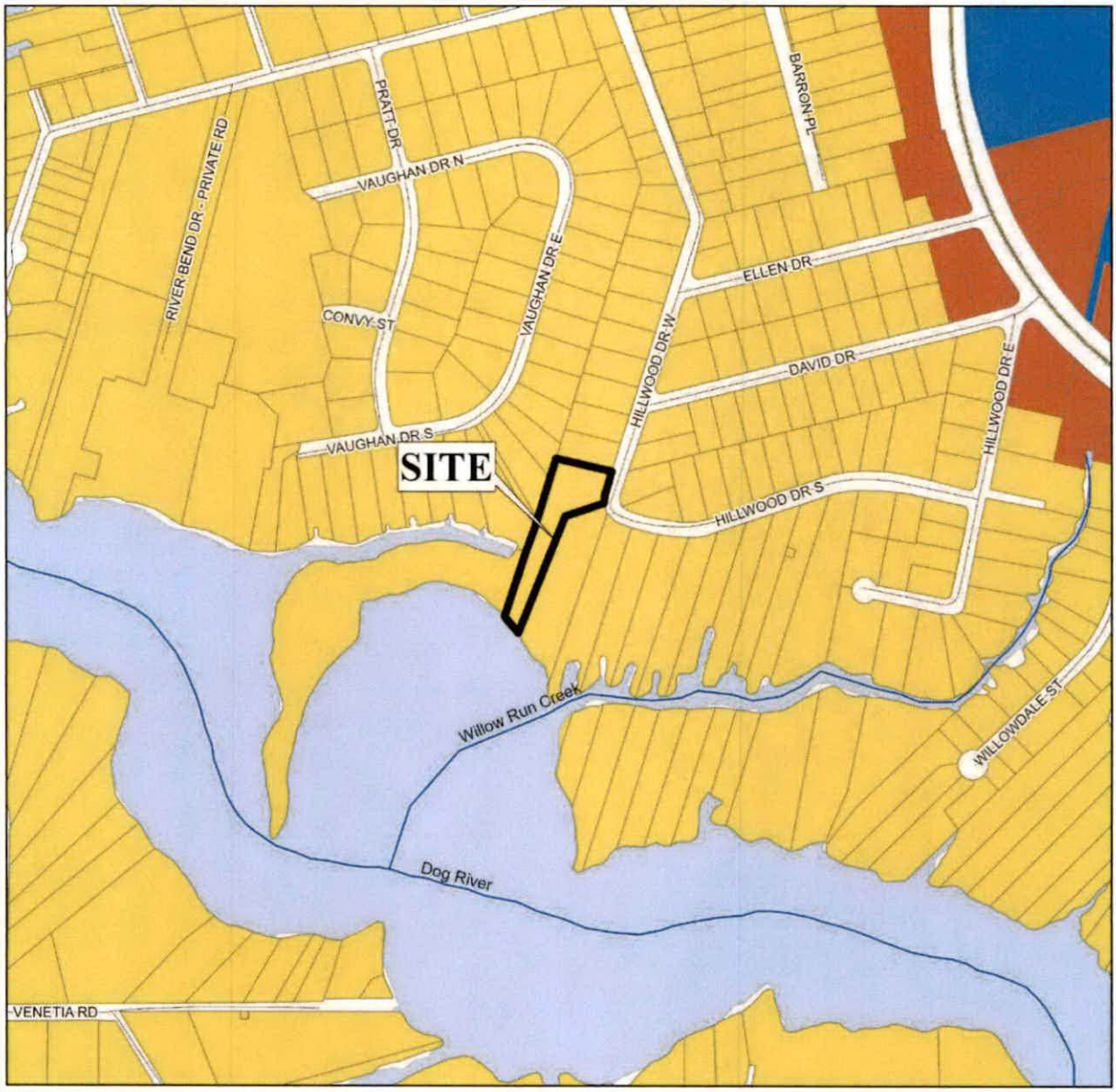
APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

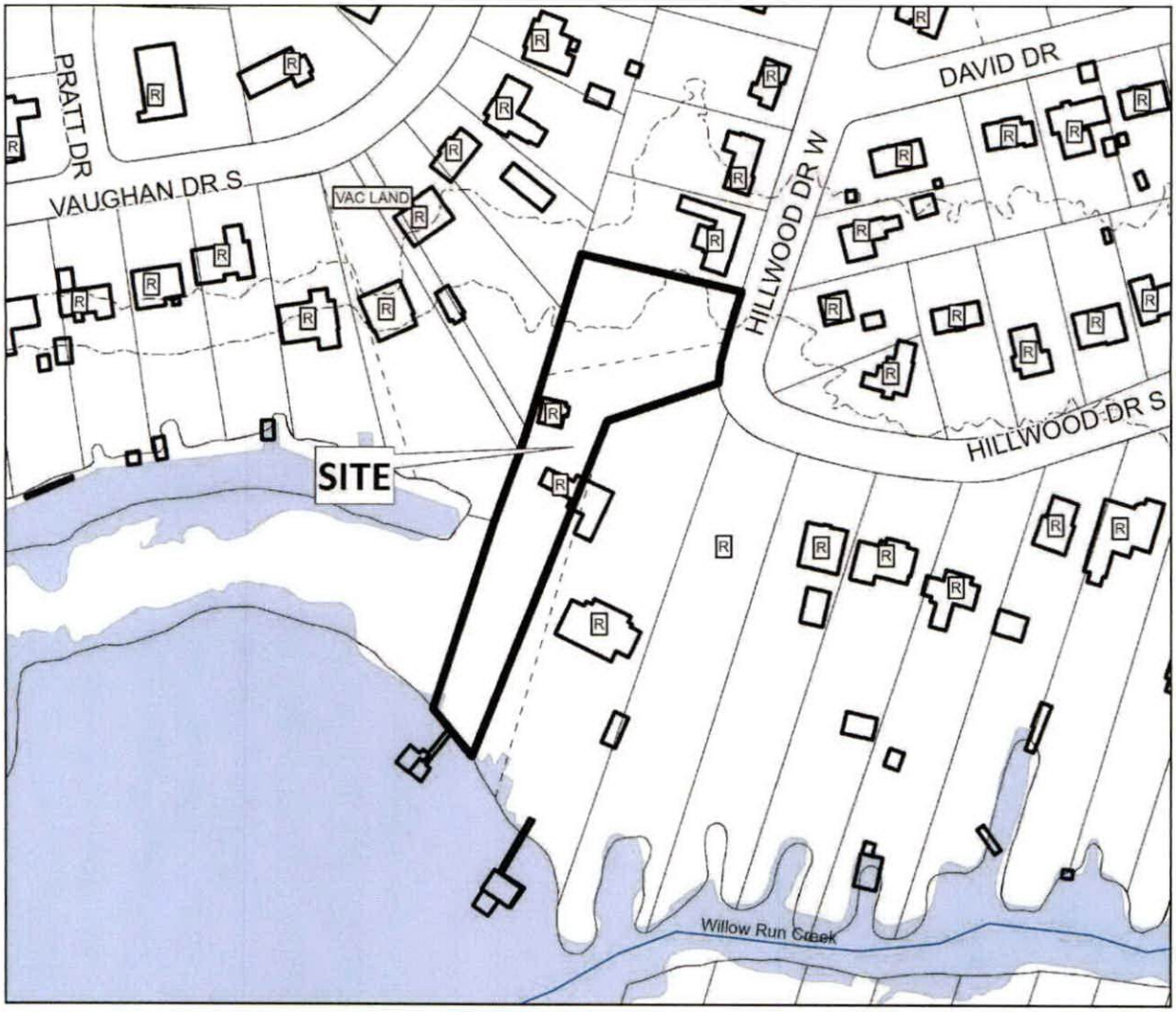
REQUEST Conditional Use Permit STR

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

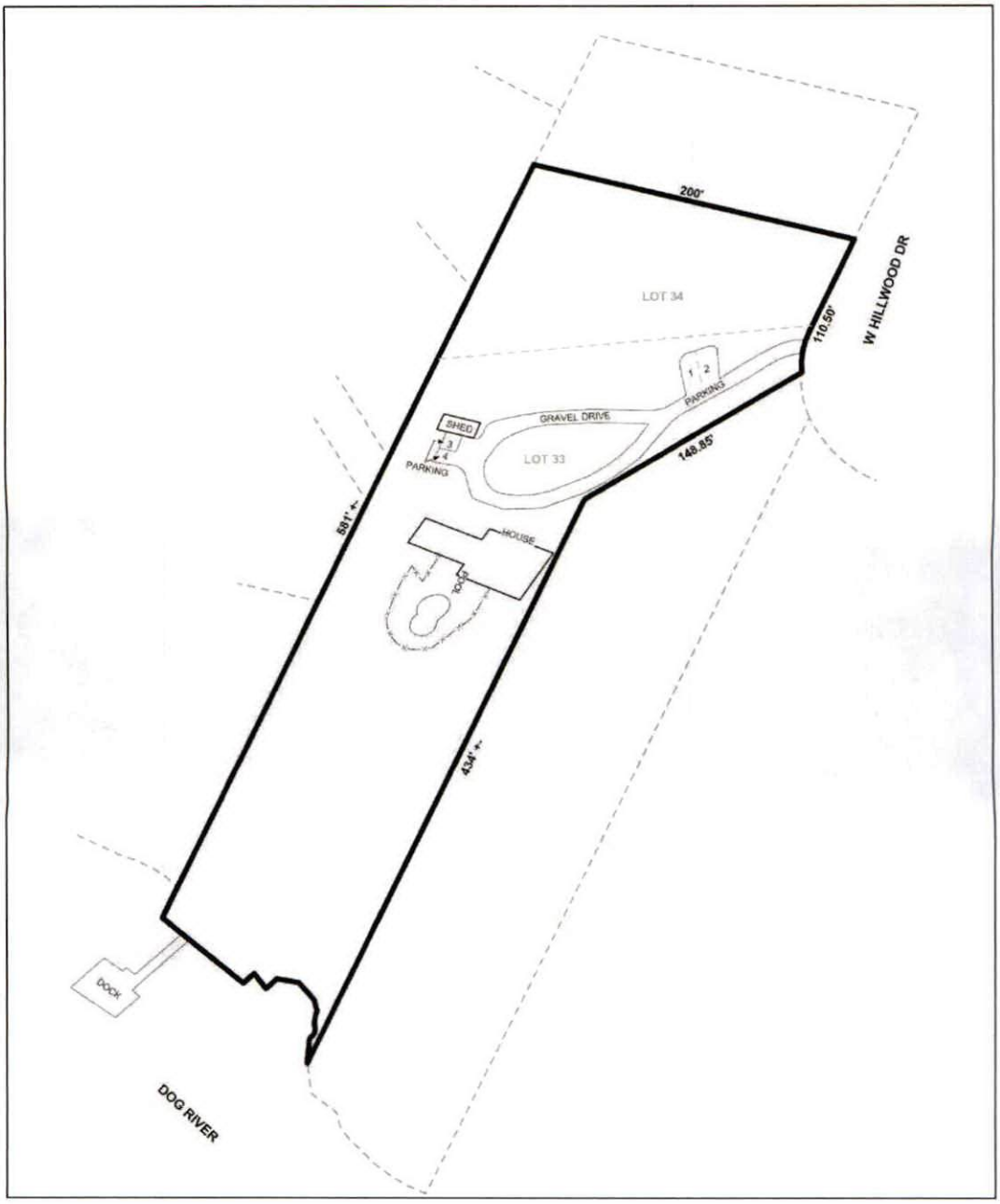
REQUEST Conditional Use Permit STR

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates existing buildings, pool and dock.

APPLICATION NUMBER 1 DATE August 21, 2025 APPLICANT Ryan Kozlowski, R&P Investing, LLC REQUEST Conditional Use Permit STR	N NTS

DETAIL SITE PLAN

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

N

NTS

DETAIL SITE PLAN

APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

Planning Commission
July 17, 2025

Agenda Item # 5

ZON-STR-003382-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
2316 Hillwood Drive West

Applicant/Agent:
Ryan Kozlowski, R&P Investing, LLC

Property Owner:
R&P Investing, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Suburban District.

Commission Considerations:

1. Holdover to the August 21st meeting.

Report Contents: **Page**

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Commission Considerations 5
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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 5 DATE July 17, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

N

NTS

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CRITERIA

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

General CUP Review Criteria (UDC Article 5, Section 6-E):

The City Council shall not approve an Application for Conditional Use Permit unless the following are satisfied:

1. **Code Compliance:**
    a. Meets all **development standards** and **use regulations** under the UDC.
2. **Neighborhood Compatibility:**
    a. Compatible with the **character** of the surrounding neighborhood.
3. **Development Impact:**
    a. Does **not impede** orderly development/improvement of nearby residents.
4. **Health, Safety, Welfare:**
    a. Does **not adversely affect** health, safety, or welfare of nearby residents.
    b. Considerations:
        i. Building type/height
        ii. Landscaping/screening
        iii. Lighting
        iv. Hours of operation
        v. Other mitigatable impacts
5. **Traffic & Access:**
    a. Safe ingress/egress; no traffic hazards or congestion.
6. **Stormwater Impact:**
    a. Minimizes impact on stormwater infrastructure.
7. **Utility Access:**
    a. Adequate water and sanitary sewer service.
8. **Emissions/Disturbance:**
    a. Not offensive due to emissions, noise, vibration, odor, etc.
9. **Public Welfare:**
    a. Will **not endanger public health, safety, or general welfare.**
10. **Community Benefit:**
    a. Serves a **need**, offers a **public benefit**, or fulfills a **public purpose**.
11. **Use-Specific Considerations:**
    a. Short-Term-Rental-specific criteria (see below) must be met.
    b. Reasonable conditions may be imposed by the Planning Commission or City Council.

Criteria Specific to Short-Term Rentals (STR):

1. **Employees:** No on-site employees allowed.
2. **Rooms:** Maximum of eight (8) guest rooms per STR.
3. **Meals:** No meal service permitted.
4. **Cooking Facilities:** Guest rooms must **not** have cooking facilities.
5. **Business License:** Valid license required; the license number must appear on all STR advertisements or listings.

6. **Residential Character:** Must **not alter** the residential nature or dwelling's character.
7. **Refuse Area:**
    a. Must be **screened from view.**
    b. Must be no closer than 20 feet from any property line.
    c. Must be no closer than 100 feet from any dwelling on an adjacent lot.
8. **Parking:**
    a. At least **two (2) off-street spaces for primary residents** (if applicable).
    b. At least **one (1) space per guest room.**
    c. Parking must not be in **required front/side yard setbacks** and must be **screened** from view of adjacent properties.
9. **Signage:** No "Vacancy," "Rent," etc. signs allowed.
10. **Local Contact:**
    a. Name and phone number posted inside the STR.
    b. Must respond to complaints **24 hours a day, seven (7) days a week** during rental periods.
11. **Safety Equipment:**
    a. Operational smoke and carbon monoxide detectors.
    b. One (1) 2.5-pound Class A-B-C fire extinguisher per floor.
    c. Prominently displayed and legible 9-1-1 address on building exterior.
12. **Structures:** No rentals permitted in **accessory structures, outdoor spaces,** or **Recreational Vehicles**.

PLANNING COMMENTS

The applicant is requesting a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

In reviewing the request, staff has determined that the site **does/does not** meet the following site and design criteria of Article 5, Section 6-E. of the UDC:

The site **does** meet the criteria		That there are no more than eight (8) guest rooms.
The site **does** meet the criteria		That the operation will not alter the residential nature of the neighborhood.
The site **does** meet the criteria		That the operation does not alter the character of the dwelling as a residence.
	The site **does not** meet the criteria	That the refuse (garbage) area is screened from view.
	The site **does not** meet the criteria	That the refuse (garbage) area is no closer than 20 feet from any property line.
	The site **does not** meet the criteria	That the refuse (garbage) area is no closer than 100 feet from any other dwelling.
	The site **does not** meet the criteria	That the minimum number of parking spaces are provided.
The site **does** meet the criteria		That the operation does not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

The applicant **has/has not** certified the following in their application:

Has certified		That there shall be no on-site employees.
Has certified		That the establishment shall not serve meals.
Has certified		That the guest rooms shall not contain cooking facilities.
Has certified		That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental.
Has certified		That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site.
Has certified		That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
Has certified		That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints.
Has certified		That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
Has certified		That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
Has certified		That the address of the dwelling shall be prominently displayed and legible on the building.

Approval of the request should be contingent upon full compatibility with the requisite criteria for approval of a Conditional Use Permit for a Short-Term Rental. **All criteria in the above tables should be certified and the site must meet all criteria for the Conditional Use Permit to be approved.** If the criteria are not certified and the site does not meet all applicable criteria, then the Conditional Use Permit cannot be approved.

It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

The Planning Commission should consider a holdover of the request until the August 21st meeting, with additional information submitted no later than August 4th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs), and,
3. Revise the site plan to illustrate the required off-street parking spaces.

If the Planning Commission and City Council consider approving the request, the following Findings of Fact must be present. The application:

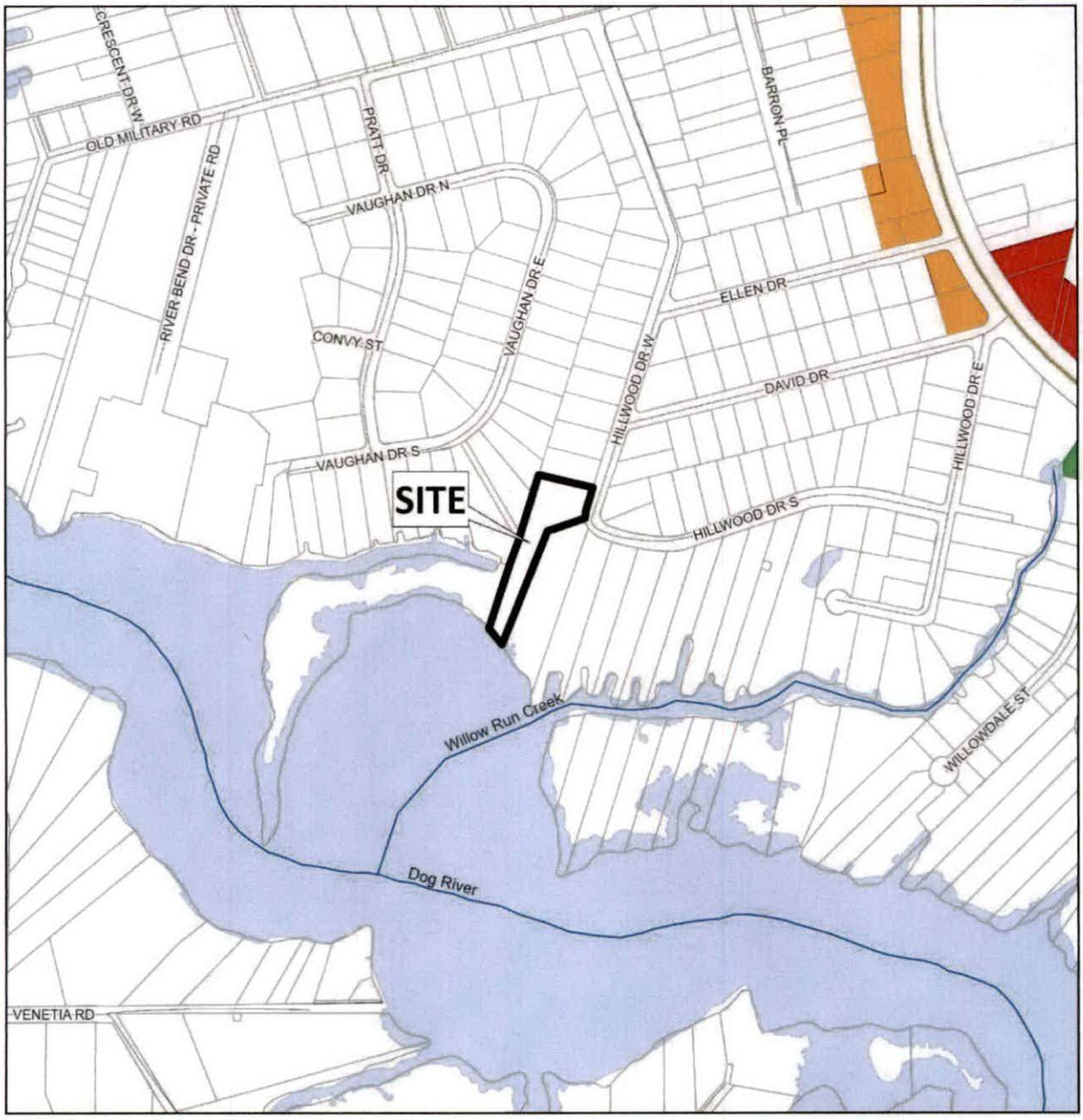
1. Is consistent with all applicable requirements of this Chapter, including:
   (a) Any applicable development standards; and
   (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Planning Commission and City Council should determine if the site meets all requisite criteria for approval of a Short-Term Rental, as detailed in Article 5, Section 64-5-6.E.11.(g) of the UDC.

If the application is considered for approval, it should be subject to the following conditions:

1. Provision of a revised site plan depicting the location of any/all garbage cans or other waste refuse bins;
2. Provision of photographs proving that all waste (garbage) refuse containers are screened from view;
3. Revision of the site plan to illustrate the required off-street parking spaces;
4. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
5. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE July 17, 2025

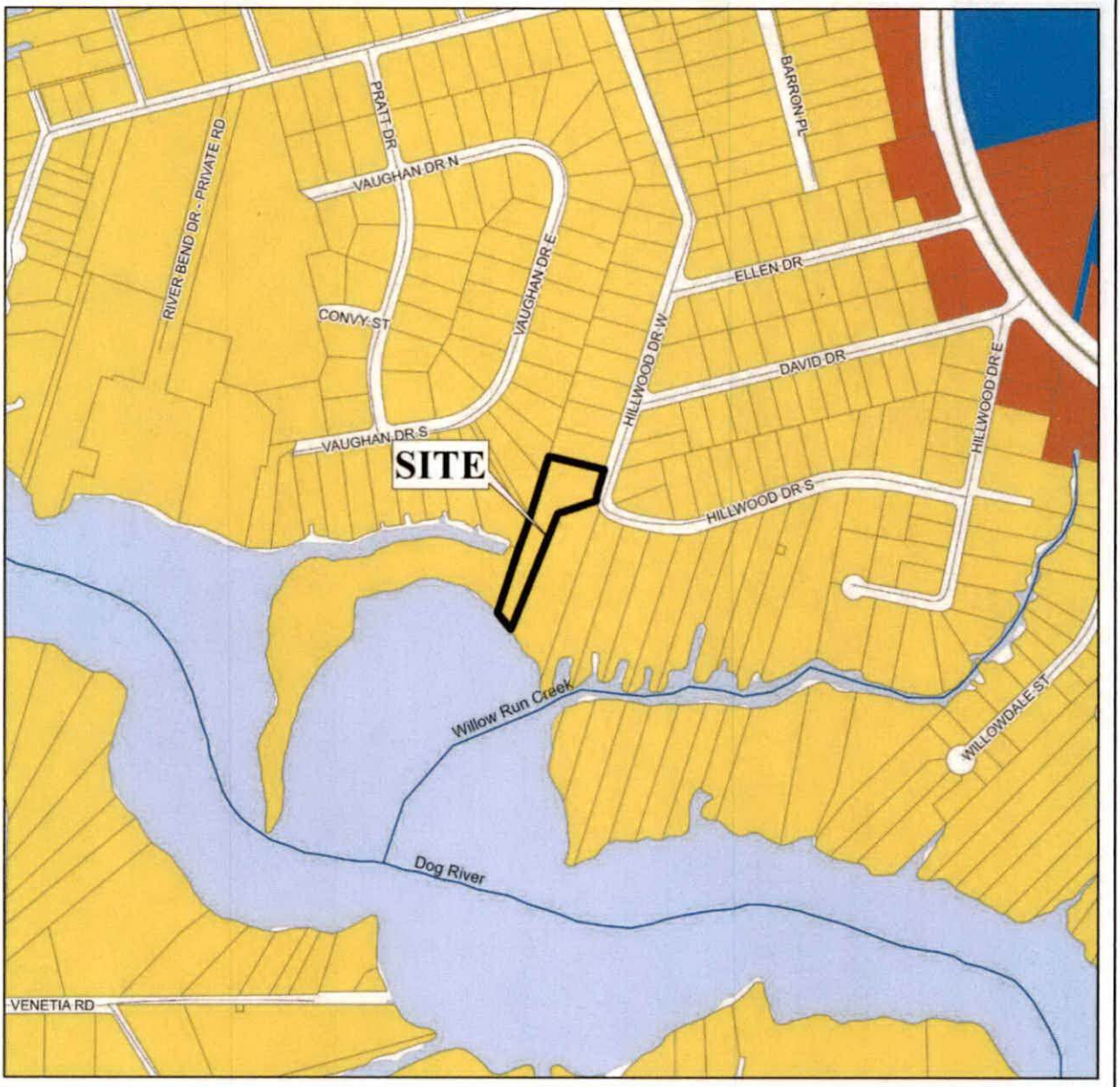
APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE July 17, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

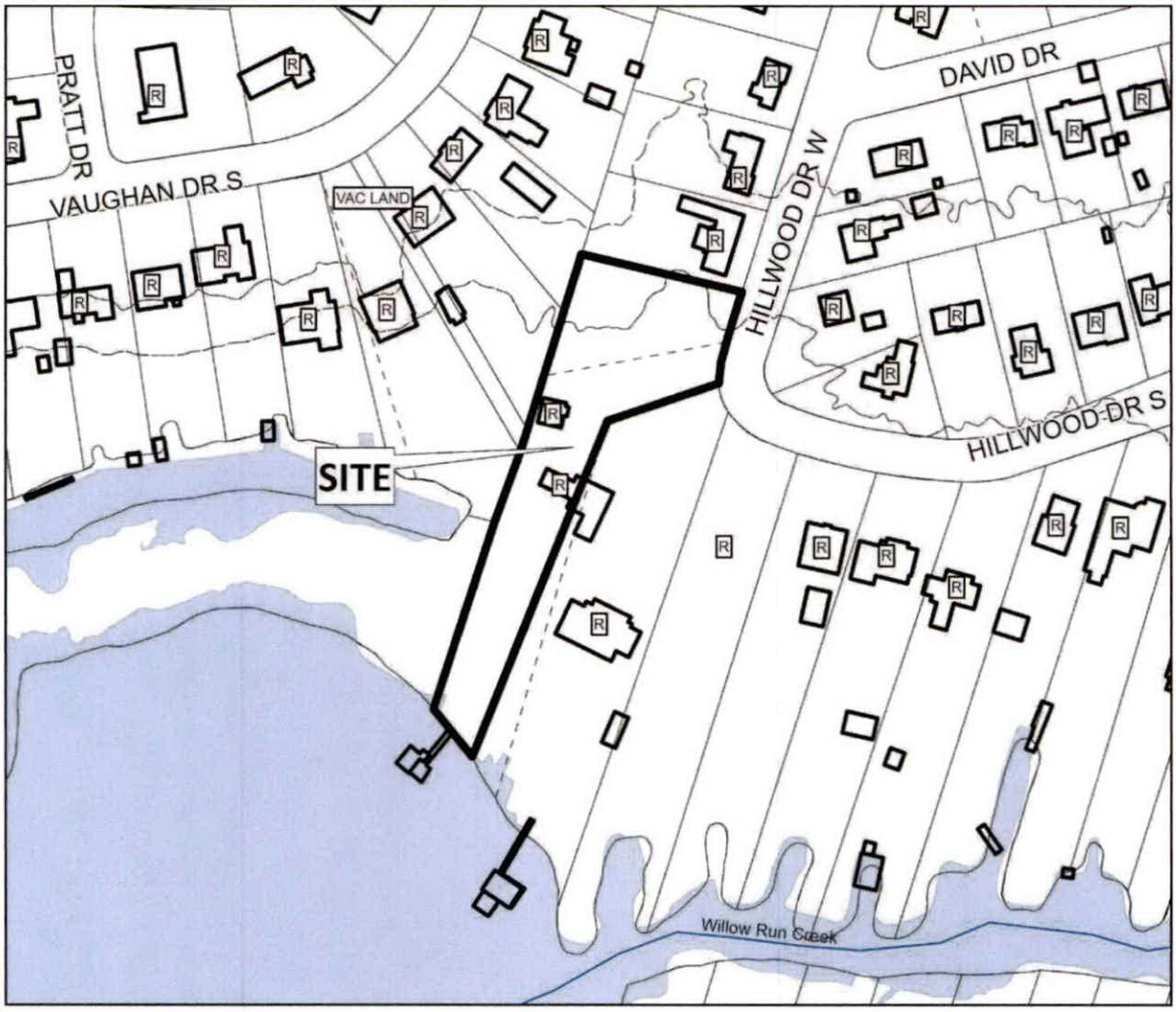
REQUEST Conditional Use Permit STR

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 5 DATE July 17, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

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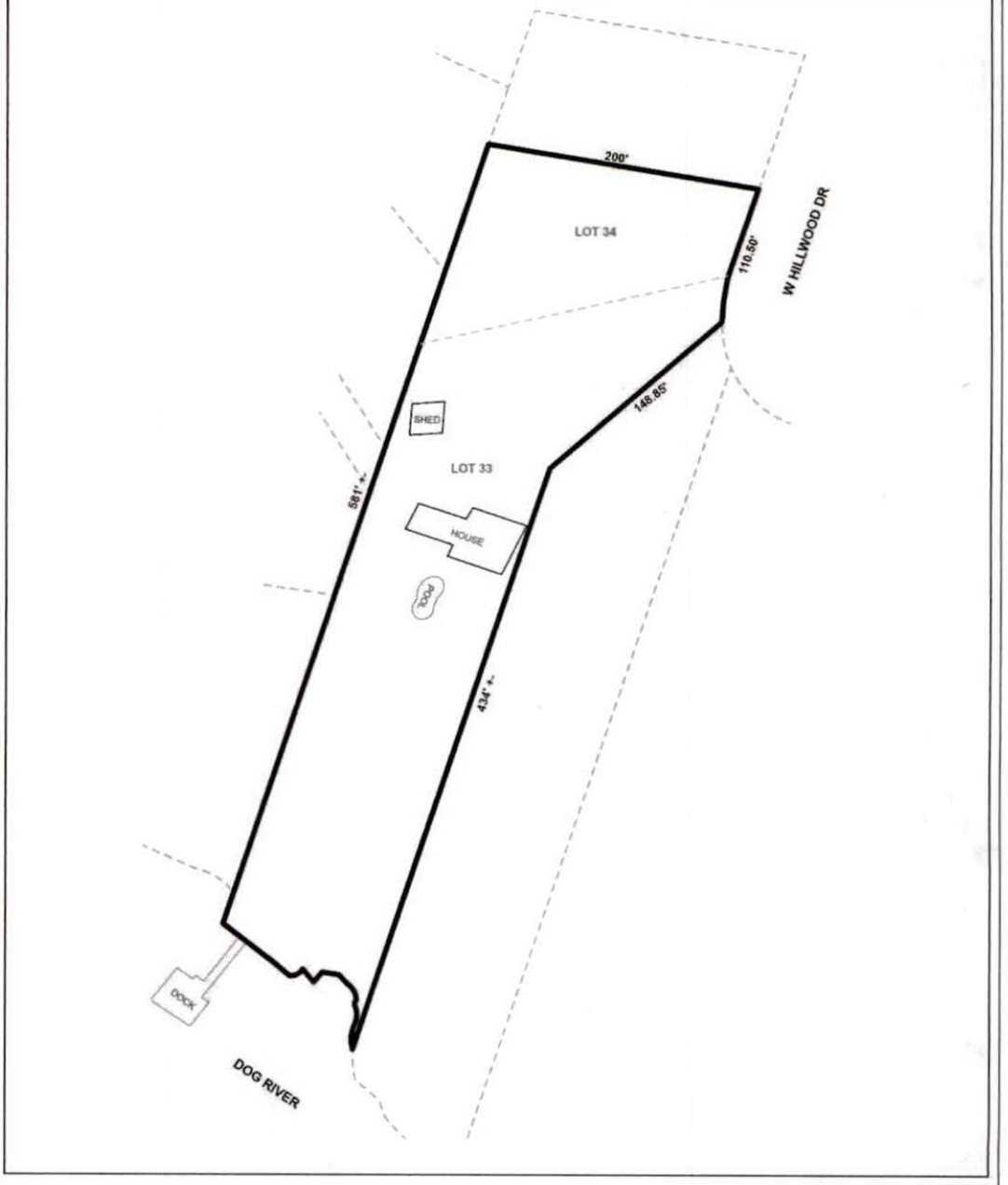
SITE PLAN



The site plan illustrates existing buildings, pool and dock.

APPLICATION NUMBER	5	DATE	July 17, 2025
APPLICANT	Ryan Kozlowski, R&P Investing, LLC		
REQUEST	Conditional Use Permit STR		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 550 Providence Park Drive East

Pursuant to Resolution of the Mobile, Alabama City Council adopted **September 16, 2025**, a public hearing will be held on the **21st** day of **October, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 550 Providence Park Drive East to allow construction of a healthcare facility with multiple buildings on a single building site.

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 April 21, 2022, amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site located at 550 Providence Park Drive East and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE NORTH 89° - 51' - 12" EAST 263.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° - 12' - 19" WEST ALONG THE WEST LINE OF LOT 2, PROVIDENCE PARK, UNIT SEVEN AS RECORDED IN MAP BOOK 108, PAGE 87 A DISTANCE OF 170.21 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 61° - 50' - 25" EAST 314.43 FEET TO A CORNER OF LOT 1, PROVIDENCE PARK, UNIT TWO AS RECORDED IN MAP BOOK 72, PAGE 49; THENCE NORTH 87° - 08' - 35" EAST 137.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTHEASTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 809.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 141.02 FEET (CHORD BEARS SOUTH 02° - 46' - 38" EAST 140.84 FEET) TO THE P.T. THEREOF; THENCE SOUTH 07° - 44' - 30" EAST 92.28 FEET TO THE P.C. OF A 577.47 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 19.14 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET (CHORD BEARS SOUTH 33° - 08' - 16" WEST 34.01 FEET) TO THE P.T. THEREOF;

THENCE SOUTH 76° - 00' - 11" WEST 116.14 FEET TO THE P.C. OF A 799.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 108.31 FEET; THENCE SOUTH 06° - 13' - 52" EAST 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION, RESUBDIVISION OF LOT 3A AS RECORDED IN INSTRUMENT NUMBER 2021063287; THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A 849.14 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 183.74 FEET (CHORD BEARS SOUTH 89° - 58' - 03" WEST 183.38 FEET) TO THE NORTHWEST CORNER OF LOT 4; THENCE CONTINUE WESTWARDLY ALONG AN 850.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 274.98 FEET (CHORD BEARS NORTH 74° - 40' - 00" WEST 273.79 FEET) TO THE P.T. THEREOF; THENCE NORTH 65° - 18' - 37" WEST 217.00 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE SOUTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on July 21, 2025, to allow construction of a healthcare facility with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on August 21, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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. 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. 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 Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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 synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of October, 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 24th day of September, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **550 Providence Park Drive East.**

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on **April 21, 2022.** The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development (PUD) **amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.** If approved, the major modification will allow construction of a healthcare facility with multiple buildings on a single building site, subject to the following proposed conditions: 1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete; 2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements; 3. Revision of the site plan to provide the number of beds and number of proposed parking spaces; 4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate; 5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and, 7. 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 **April 21, 2022, amending a previously approved master plan**, to allow construction of a healthcare facility with multiple buildings on a single building site located at **550 Providence Park Drive East** and described as follows:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE NORTH 89° - 49' - 19" EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 49' - 19" EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS RECORDED IN MAP BOOK 86, PAGE 103, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 01° - 07' - 41" EAST 17.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, HAVERTY'S SUBDIVISION AS RECORDED IN MAP BOOK 122, PAGE 24; THENCE NORTH 89° - 51' - 12" EAST 263.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° - 12' - 19" WEST ALONG THE WEST LINE OF LOT 2, PROVIDENCE PARK, UNIT SEVEN AS RECORDED IN MAP BOOK 108, PAGE 87 A DISTANCE OF 170.21 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 61° - 50' - 25" EAST 314.43 FEET TO A CORNER OF LOT 1, PROVIDENCE PARK, UNIT TWO AS RECORDED IN MAP BOOK 72, PAGE 49; THENCE NORTH 87° - 08' - 35" EAST 137.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ON THE WEST LINE OF PROVIDENCE PARK DRIVE EAST; THENCE SOUTHEASTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 809.42 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 141.02 FEET (CHORD BEARS SOUTH 02° - 46' - 38" EAST 140.84 FEET) TO THE P.T. THEREOF; THENCE SOUTH 07° - 44' - 30" EAST 92.28 FEET TO THE P.C. OF A 577.47 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 19.14 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 37.41 FEET (CHORD BEARS SOUTH 33° - 08' - 16" WEST 34.01 FEET) TO THE P.T. THEREOF; THENCE SOUTH 76° - 00' - 11" WEST 116.14 FEET TO THE P.C. OF A 799.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 108.31 FEET; THENCE SOUTH 06° - 13' - 52" EAST 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 4, PROVIDENCE PARK POB WEST, NORTH ADDITION, RESUBDIVISION OF LOT 3A AS RECORDED IN INSTRUMENT NUMBER 2021063287; THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A 849.14 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 183.74 FEET (CHORD BEARS SOUTH 89° - 58' - 03" WEST 183.38 FEET) TO THE NORTHWEST CORNER OF LOT 4; THENCE CONTINUE WESTWARDLY ALONG AN 850.00 FOOT RADIUS CURVE TO THE

RIGHT AN ARC DISTANCE OF 274.98 FEET (CHORD BEARS NORTH 74° - 40' - 00" WEST 273.79 FEET) TO THE P.T. THEREOF; THENCE NORTH 65° - 18' - 37" WEST 217.00 FEET TO THE P.C. OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTWARDLY ALONG THE ARC OF SAID CURVE 230.16 FEET TO THE P.T. THEREOF; THENCE SOUTH 89° - 18' - 07" WEST 77.87 FEET TO THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.20 FEET (CHORD BEARS SOUTH 45° - 44' - 39" WEST 35.31 FEET) TO THE P.T. THEREOF ON THE EAST LINE OF CODY ROAD; THENCE NORTH 00° - 47' - 50" EAST ALONG SAID EAST LINE 514.21 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on **July 21, 2025, to allow construction of a healthcare facility with multiple buildings on a single building site.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **August 21, 2025**, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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. 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. 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 Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. 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

Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
550 Providence Park Drive East
Council District 6
Josh Woods

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

September 10, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **August 21, 2025**, considered the request of **Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)**, for a Major Modification of a previously approved Planned Unit Development (PUD) amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site**,** for the property located at **550 Providence Park Drive East.**

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 25, 2025

Clarence Ball
1 Southern Way
Mobile, Alabama 36619

Re: 550 Providence Park Drive East
MOD-003425-2025
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 21, 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 hall 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:

1. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$651.32.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
July 22, 2025
PUBLIC HEARING NOTICE

Re: 550 Providence Park Drive East
MOD-003425-2025
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
District 6
Major Modification of a previously approved Planned Unit Development amending a previously approved master plan, to allow construction of a healthcare facility with multiple buildings on a single building site.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 21, 2025, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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, August 20, 2025, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

Inst. # 2022037757 Pages: 1 of 1 I certify this instrument filed on: 5/ 10:56 AM
Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $
Clerk: TMCCAFFERTY

LEGAL DESCRIPTION:

THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE
/A; THENCE NORTH 89° – 49'– 19"EAST 20.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;
E NORTH 89° – 49'– 19"EAST 495.91 FEET TO THE SOUTHEAST CORNER OF LOT 2, AIRPORT / CODY SUBDIVISION AS
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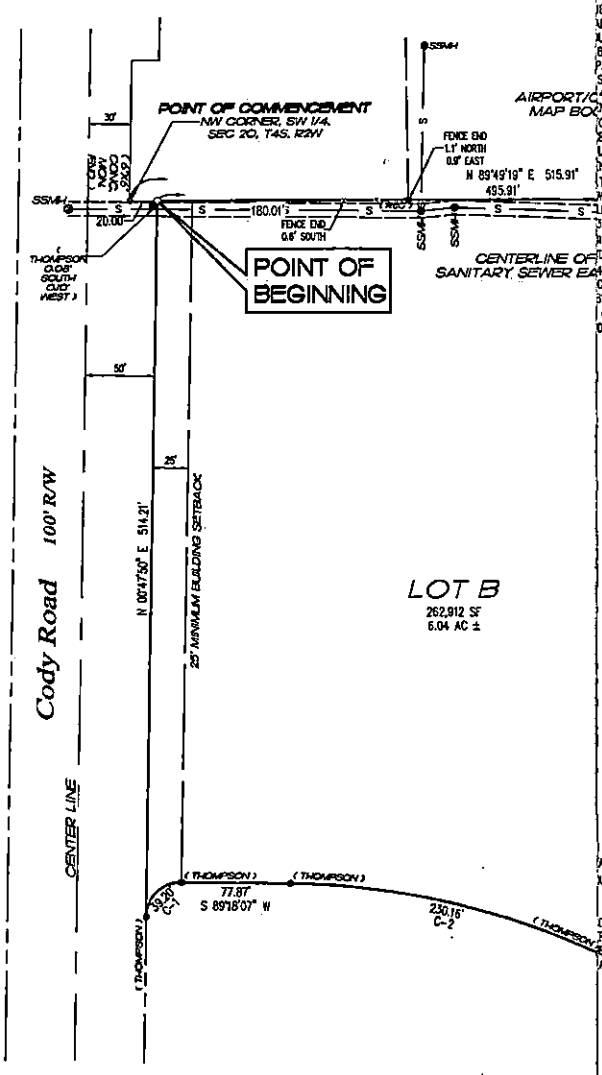


CURVE	DELTA ANGLE	ARC LENGTH	RADIUS
C-1	89°50'53"	39.20'	25.00'
C-2	23°58'34"	230.16'	550.00'
C-3	18°32'09"	274.98'	850.00'
C-4	12°23'51"	183.74'	849.14'
C-5	7°45'56"	108.31'	799.14'
C-6	85°43'50"	37.41'	25.00'
C-7	9°58'56"	141.02'	809.42'
C-8	11°25'16"	115.11'	577.47'

I, GERALD D. BYRD FOR BYRD SURVEYING, INC., HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

GERALD D. BYRD, ALABAMA LICENSE NO. 9425 DATE 05/17/22

OWNER: PROVIDENCE PARK, INC.

TODD S. KENNEDY, PRESIDENT

ATE OF ALABAMA
UNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT
DD S. KENNEDY, WHOSE NAME AS PRESIDENT OF PROVIDENCE PARK, INC. IS SIGNED TO THE FOREGOING
RTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF
E CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME
ARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 19 DAY OF May, 2022.

NOTARY PUBLIC MY COMMISSION EXPIRES 6-11-23

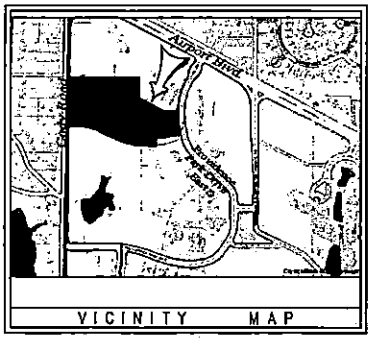
DONNA KERRISON
My Commission Expires
June 11, 2023

APPROVED: MOBILE CITY PLANNING COMMISSION

ITS SECRETARY DATE 05/27/2022

APPROVED: TRAFFIC ENGINEER DATE 05.25.22

APPROVED: CITY ENGINEER DATE 5/27/2022



- THIS DRAWING DOE RESEARCH BY THIS ON THE GROUND O
- I HAVE CONSULTED TH RATE MAP # 015007 DESCRIBED PROPERTY
- DRAWING SHOULD NOT ARE EXAGGERATED
- FIELD DATA TAKEN –
- BEARINGS REFER TO
- FURNISHED DESCRIPTI
- TYPE OF SURVEY – S
- ALL PROPERTY CORNE UNLESS OTHERWISE M

PROVIDENCE PARK, NORTHWEST DEVELOPMENT PARCEL RESUBDIVISION

BYRD SURVEYING, INC.

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 60'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
MAY 17, 2022

(R) = RECORD MEASUREMENT FROM DEED, PLAT(S), OR OTHER RECORDED INSTRUMENT(S)
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
Δ = DRILL HOLE FOUND ● = DRILL HOLE SET, 5/8" CAPPED REBAR SET
▲ = CHISEL "X" FOUND ■ = CAPPED REBAR FOUND (COMPANY NAME)
U.T.S. = UNABLE TO SET CORNER
P.O.B. = POINT BEGINNING
O.U.E. = OVERHEAD UTILITIES
M.B.S.C. = MAIL & BOTTLE CAP
"X" = "X" IN CONCRETE
REF. = REFERENCE POINT
= FENCE
⊕ = CONCRETE MONUMENT
ASPH. = ASPHALT
CONC. = CONCRETE
U.P. = UTILITY POLE

City of Mobile • Planning &Zoning

Application Completeness Review

The Planning & Zoning staff have reviewed the below referenced submittal (Case #) and required items are not included with the application.

Please note, an incomplete application (which includes payment of required fees) cannot be processed and consequently cannot be placed on a Planning Commission or Board of Adjustment agenda.

Any shot clock associated with an application for a Class 1-4 Telecommunications Permit does not commence until a complete application is filed.

In order for an application to be complete, the items below must be submitted, and all fees paid.

Applicant Name:	Clarence Ball, Ball Healthcare
Case #	MOD-003425-2025
Application Address	550 Providence Park Dr. E.
Deficiencies	- Mailing labels. Please provide labels with the addresses of all property owners whose properties are within 300 feet of the subject site. - Site plan. Please provide a digital copy of the proposed site plan as well as the AutoCAD (.dwg) file to planning@cityofmobile.org. -Owner authorization. A corporate letter of authorization signed by Clarence Ball was submitted; however, we are unable to verify Mr. Ball's affiliation with Parkway Property Holdings, LLC. Please provide one of the following to satisfy this requirement: 1) A revised authorization letter issued by Parkway Property Holdings, LLC explicitly authorizing Mr. Ball to act on their behalf; or 2) Documentation confirming that Mr. Ball is an officer or authorized agent of Parkway Property Holdings, LLC. - Legal description. A complete legal description of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Reviewed By: Logan Anderson

Date: 07/21/2025

MOD-003425-202

City of Mobile • Planning &Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare	Kadre Engineering, LLC
Phone:	[redacted]	[redacted]
Email:	[redacted]	[redacted]
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

PLANNING AND ZONING
21 JUL 2025 AM9:10

	Owner	Design Professional
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare / Parkway Property Holdings	Kadre Engineering, LLC
Phone:	[redacted]	[redacted]
Email:	[redacted]	[redacted]
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

550 Providence Park Drive E, Mobile, AL 36695 — Property Address

14 Acres — Property Area (acres or square feet)

02759811, 12800142, 12800145 — Parcel Number(s) or Key Number(s)

B - 3; Previously approved as PUD — Present Zoning or Transect District

Same — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Clarence Ball III — Owner Signature

7/18/2025 — Date

David Dichiara [redacted] — Applicant or Agent Signature (if applicable)

7/18/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

David Dichiara [redacted] — Applicant or Agent Signature

7/18/2025 — Date

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.
   The project proposes the same uses as previously approved in the PUD, provides similar uses as exist on adjacent properties.

   Institutional
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   Neighboring uses also include healtcare uses such as hospitals, specialized medical practices, lodging and other very similar uses. The site and aesthetics of the proposed structure is pleasing and meets and/or exceeds current ordinances and adjacent neighboring sites.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The project will provide a needed resource to the City and its residences. Additional healthcare facilities will help promote and improve adjacent properties by providing a high quality project of similar use thus improving property values and business growth.

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

PLANNING AND ZONING
21 JUL 2025 AM9:10

6. Please provide the following information:

- [x] The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The project will include two building structures, a ninety-eight bed skilled nursing facility (approximately 67,900 square feet) and a Maintenance Building (approximately 1,800 square feet). Both building will be Type VA Construction, finished in masonry, fiber cement board, asphalt shingles and metal roofs. The structures are less than forty four feet in height.

- [x] The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A landscape architect has full designed landscaping for the site in accordance with the City's ordinance which has been provided as part of site's required city permitting documents.

- [x] Lighting:

Lighting for the project is designed to meet all applicable codes adopted by the City of Mobile. This includes exterior (site) and interior lighting. Site lighting consists of lighting the parking areas, access streets and means of egress from the building structures. Photometric site plan will be submitted to the Planning & Zoning Department as requested in the initial review.

- [x] Hours of operation:

Visitor hours will be from 8am to 5pm. The facility will be staffed 24 hours a day, seven days a week, as required to provide the level of care necessary for patients.

- [ ] Other conditions that are unique to the use of the property:

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 project has been designed to follow all required buidling codes, city ordinances and state regulations as they apply to this project. This ensures a project that meets or exceeds requirements and is quality project that is not detrimental to public health.

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.

With the City's growth, careful attention needs to be placed to ensure project such are provided to Mobile's citizens. Once completed this project will provide a state of the art skilled nursing facility that will enhance the quality of life of those it serves. It is in the best public interest that this project be completed so that citizens have the option available to them to receive the healthcare they require locally.

MOD-003425-202

City of Mobile • Planning &Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare	Kadre Engineering, LLC
Phone:	251-433-9801	205-777-9064
Email:	cmball@ballhealth.com	ddichiara@kadre-eng.com
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

PLANNING AND ZONING
21 JUL 2025 AM9:10

	Owner	Design Professional
Name:	Clarence Ball	David Dichiara
Firm:	Ball Healthcare / Parkway Property Holdings	Kadre Engineering, LLC
Phone:	251-433-9801	205-777-9064
Email:	cmball@ballhealth.com	ddichiara@kadre-eng.com
Address:	1 Southern Way Mobile, AL 36619	PO Box 101205 Irondale, AL 35210

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

550 Providence Park Drive E, Mobile, AL 36695 — Property Address

14 Acres — Property Area (acres or square feet)

02759811, 12800142, 12800145 — Parcel Number(s) or Key Number(s)

B - 3; Previously approved as PUD — Present Zoning or Transect District

Same — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Clarence Ball — Owner Signature

7/18/2025 — Date

David Dichiara — Applicant or Agent Signature (if applicable)

7/18/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

David Dichiara — Applicant or Agent Signature

7/18/2025 — Date

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

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The project proposes the same uses as previously approved in the PUD, provides similar uses as exist on adjacent properties.

   Institutional

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

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3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   The project will provide a needed resource to the City and its residences. Additional healthcare facilities will help promote and improve adjacent properties by providing a high quality project of similar use thus improving property values and business growth.

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

PLANNING AND ZONING
21 JUL 2025 AM9:10

6. Please provide the following information:

- [x] The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The project will include two building structures, a ninety-eight bed skilled nursing facility (approximately 67,900 square feet) and a Maintenance Building (approximately 1,800 square feet).

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- [x] The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A landscape architect has full designed landscaping for the site in accordance with the City's ordinance which has been provided as part of site's required city permitting documents.

- [x] Lighting:

Lighting for the project is designed to meet all applicable codes adopted by the City of Mobile. This includes exterior (site) and interior lighting. Site lighting consists of lighting the parking areas, access streets and means of egress from the building structures. Photometric site plan will be submitted to the Planning & Zoning Department as requested in the initial review.

- [x] Hours of operation:

Visitor hours will be from 8am to 5pm. The facility will be staffed 24 hours a day, seven days a week, as required to provide the level of care necessary for patients.

- [ ] Other conditions that are unique to the use of the property:

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 project has been designed to follow all required building codes, city ordinances and state regulations as they apply to this project. This ensures a project that meets or exceeds requirements and is quality project that is not detrimental to public health.

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.

With the City's growth, careful attention needs to be placed to ensure project such are provided to Mobile's citizens. Once completed this project will provide a state of the art skilled nursing facility that will enhance the quality of life of those it serves. It is in the best public interest that this project be completed so that citizens have the option available to them to receive the healthcare they require locally.

Outlook

Re: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Mon 7/21/2025 11:12 AM
To David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>
Cc Chloe.Franklin@1lemoine.com <chloe.franklin@1lemoine.com>

1 attachment (67 KB)
Invoice - Providence Park Rehabilitation & Healthcare (MOD-003425-2025).pdf;

Good morning,

We have completed our review of the above-referenced Major Modification application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **please note** that a **complete legal description** of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

If application fees are paid **by noon on July 21, 2025**, the application will be scheduled for the **August 21, 2025,** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

Billing contacts associated with the request with Customer Self-Service Portal (CSS) accounts are: Clarence Ball (cmball@ballhealth.com) and David Dichiara (ddichiara@kadr-eng.com). Said contacts may log into their CSS account and pay the associated fees by opening the Major Modification case number listed in the subject line of this email.

If you do not have access to the case or do not have a registered CSS account, you may pay the fees via telephone by calling **(251) 208-7904**; or a business/cashier's check made payable to "City of Mobile" may be delivered to the Planning and Zoning Department at 205 Government Street, 3rd Floor, South Tower, Mobile, AL 36633.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any

other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further assistance, please don't hesitate to reach out.

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, July 21, 2025 10:00 AM
To: David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>
Subject: Re: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

All,

I failed to mention that we'll need one additional item for your application to be considered complete:

A complete legal description of the subject property (not the abbreviated version provided on the License Commissioner's website) is required in order to calculate the City Council advertising fees.

Following the Planning Commission's recommendation, this full legal description must be submitted to the Planning and Zoning Department **before** the application can proceed to the City Council for final consideration.

This will not hold-up your current application, but, as mentioned, it will need to be provided before the application can be forwarded to City Council. Please provide this information in a Microsoft Word document to planning@cityofmobile.org.

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE

dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Monday, July 21, 2025 9:45 AM

To: David Dichiara <ddichiara@kadre-eng.com>; 'CLARENCE BALL' <cmball@ballhealth.com>
Subject: Providence Park Rehabilitation & Healthcare (MOD-003425-2025)

Good morning,

Staff has reviewed the above referenced Major Modification application submitted to our office and have determined it is **incomplete**. Please see the attached **Application Completeness Review** form for additional information.

Once all items have been submitted and verified, an invoice will be issued for the application fees. Please note that the application will not be considered complete—and therefore cannot be scheduled—until all required materials have been received and the fees have been processed.

For your convenience I have provided the list of addresses that are required to be notified of the public hearing.

If all items are submitted **no later than noon on July 21, 2025**, the application will be placed on the agenda for the **August 21, 2025, Planning Commission** meeting. Otherwise, the application will be held over until it is made complete.

If you have any questions or need further clarification, please don't hesitate to reach out.

Thank You,
Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Clarence M. Ball, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at Providence Park Drive, Mobile, AL 36695.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

David Dichiara	Wes Fulmer
Designee (1)	Designee (2)
[redacted]	
Email	Email
[redacted]	
Phone Number	Phone Number
Clarence Ball	6-12-25
Signature of Property Owner	Date

PLANNING AND ZONING
21 JUL 2025 AM 9:11

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Clarence M. Ball, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at Providence Park Drive, Mobile, AL 36685.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

David Dichiara
Designee (1)

ddichiara@kadre-eng.com
Email

205-777-9064
Phone Number

Clarence Ball
Signature of Property Owner

Wes Fulmer
Designee (2)

Email

Phone Number

6-12-25
Date

PLANNING AND ZONING
21 JUL 2025 AM 9:11

Agenda Item # 7
MOD-003425-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
550 Providence Park Drive East

Applicant / Agent:
Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

Property Owner:
Parkway Property Holdings, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

Proposal:
- Modification of a previously approved Planned Unit Development

Considerations:
1. Modification of a previously approved Planned Unit Development with seven (7) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units to the west, and commercial units to the east.

APPLICATION NUMBER 7 DATE August 8, 2025

APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site came before the Planning Commission at its April 21, 2022 meeting as part of a Subdivision and a Planned Unit Development (PUD) to allow the creation of two (2) new lots with access to private streets.

The site has not been before the Board of Zoning Adjustment previously.

STAFF COMMENTS

Engineering Comments:

1. Label the drawing that was submitted (Sheet No. C2.0) as the PUD Site Plan.
2. Show and label the proposed sidewalk along Cody Rd. and Providence Park Dr. E.
3. Label the existing public roadways.
4. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. 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).
    b. 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.
    c. 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.
    d. 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.
    e. 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.
    f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects located within the City Limits of Mobile shall comply with the provisions of the City of Mobile Fire Code Ordinance, which adopts the 2021 edition of the *International Fire Code (IFC)*.

Fire apparatus access roads shall be provided to within 150 feet of all non-sprinklered commercial buildings and within 300 feet of all sprinklered commercial buildings, as measured along an approved route around the exterior of the facility.

An approved fire water supply capable of meeting the requirements set forth in *Appendices B and C* of the 2021 IFC shall be provided for all commercial buildings.

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings
- Within 600 feet of sprinklered commercial buildings
- Within 100 feet of fire department connections (FDCs) serving standpipe or sprinkler systems

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The site has been before the Planning Commission previously as part of a Planned Unit Development (PUD) in 2022. At that time, no development was depicted for the subject site. As the applicant is now ready to move forward with the development of the subject site, a Major Modification is required to amend the previously approved plans.

Detailed descriptions of the request are available via the links on page 1 of this report.

The applicant is proposing to build a new rehabilitation center with associated parking and a maintenance building on Lot A of the Providence Park, Northwest Development Parcel Resubdivision, with access to Cody Road depicted through Lot B of the same Subdivision.

It should be noted that the proposed access to Cody Road is depicted as being surfaced with gravel. The UDC requires all access and maneuvering areas to be paved with either asphalt or concrete. If approved, the site plan should be revised to depict compliance with paving requirements.

Because this is the first commercial development of the property, it will be required to fully comply with tree planting and landscape area requirements.

The application does not state how many patient beds the facility will have. The UDC requires medical facilities with overnight patients to have one (1) parking space per bed. If approved, the site plan should be revised in order to provide both the number of beds and the number of parking spaces. Any parking provided over the minimum required number, must be paved with an Alternative Paving Surface.

It should be noted that future development or redevelopment of either lot may require additional modifications of the 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.

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. 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. 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:

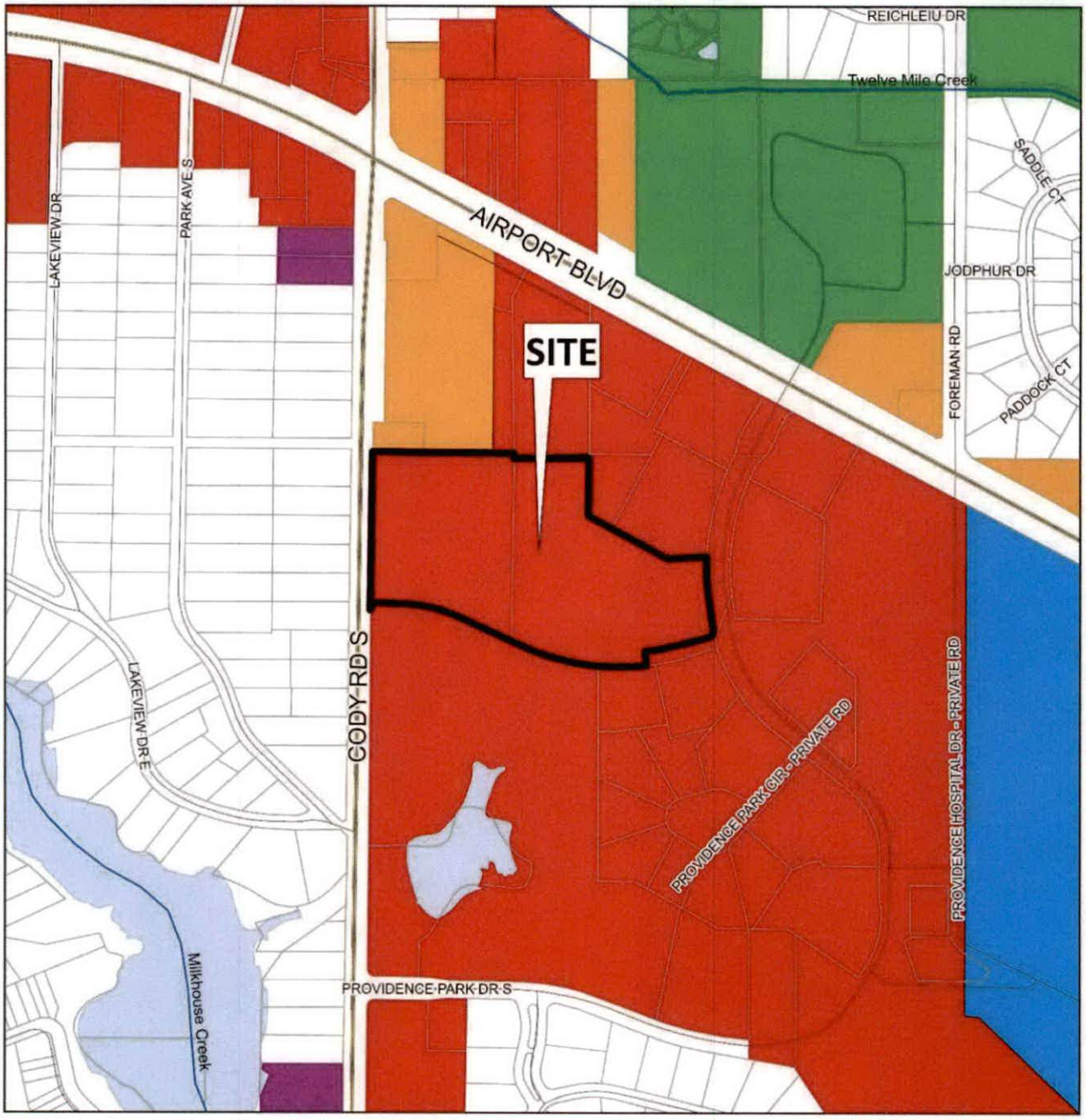
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. 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 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. Revision of the site plan to illustrate the driveway to Cody Road will be paved with either asphalt or concrete;
2. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements;
3. Revision of the site plan to provide the number of beds and number of proposed parking spaces;
4. Revision of the site plan to depict any additional parking spaces over the minimum required as having an Alternative Paving Surface, if appropriate;
5. Placement of a note on the site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit site plan prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE August 8, 2025

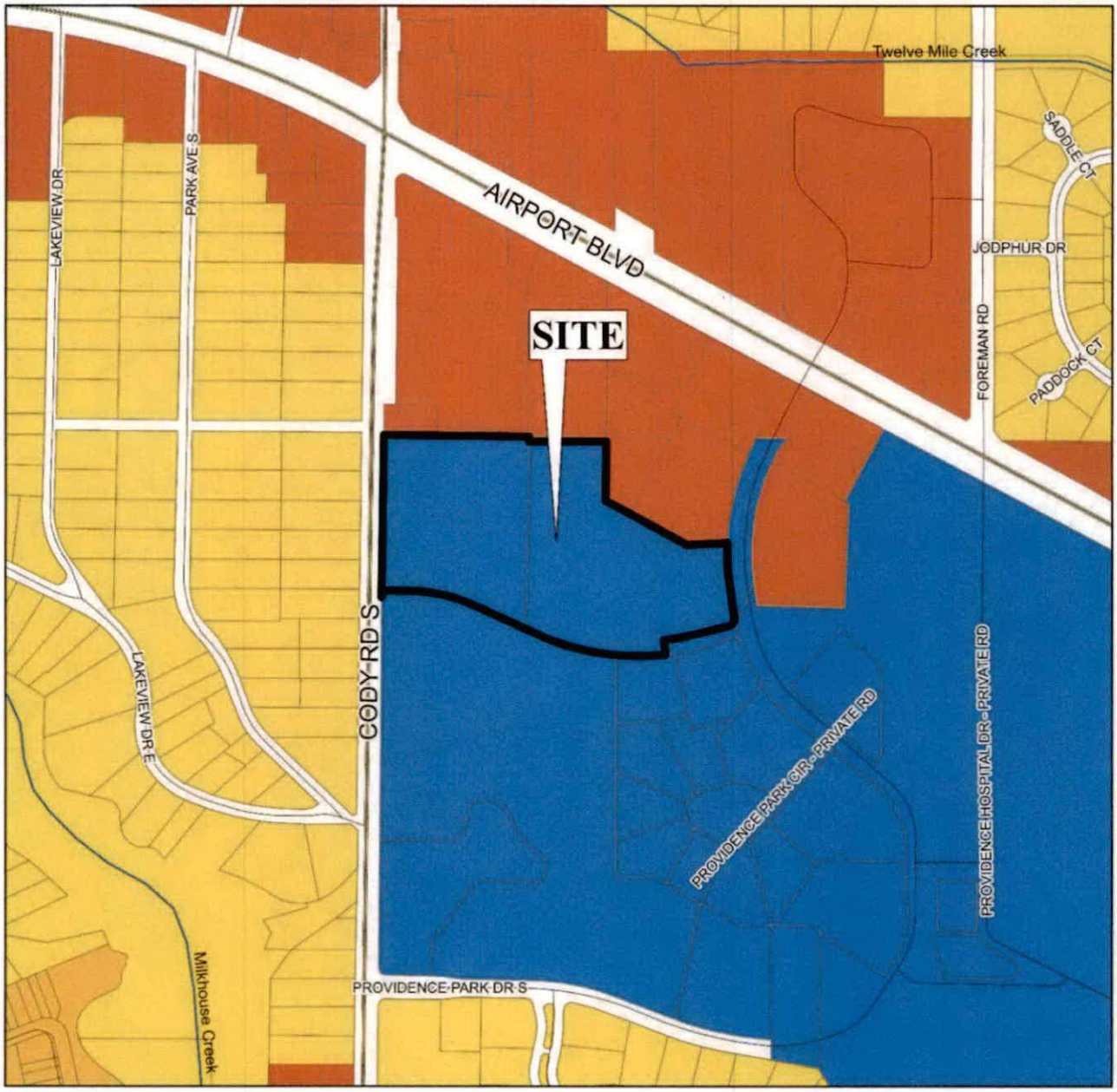
APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE August 8, 2025

APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

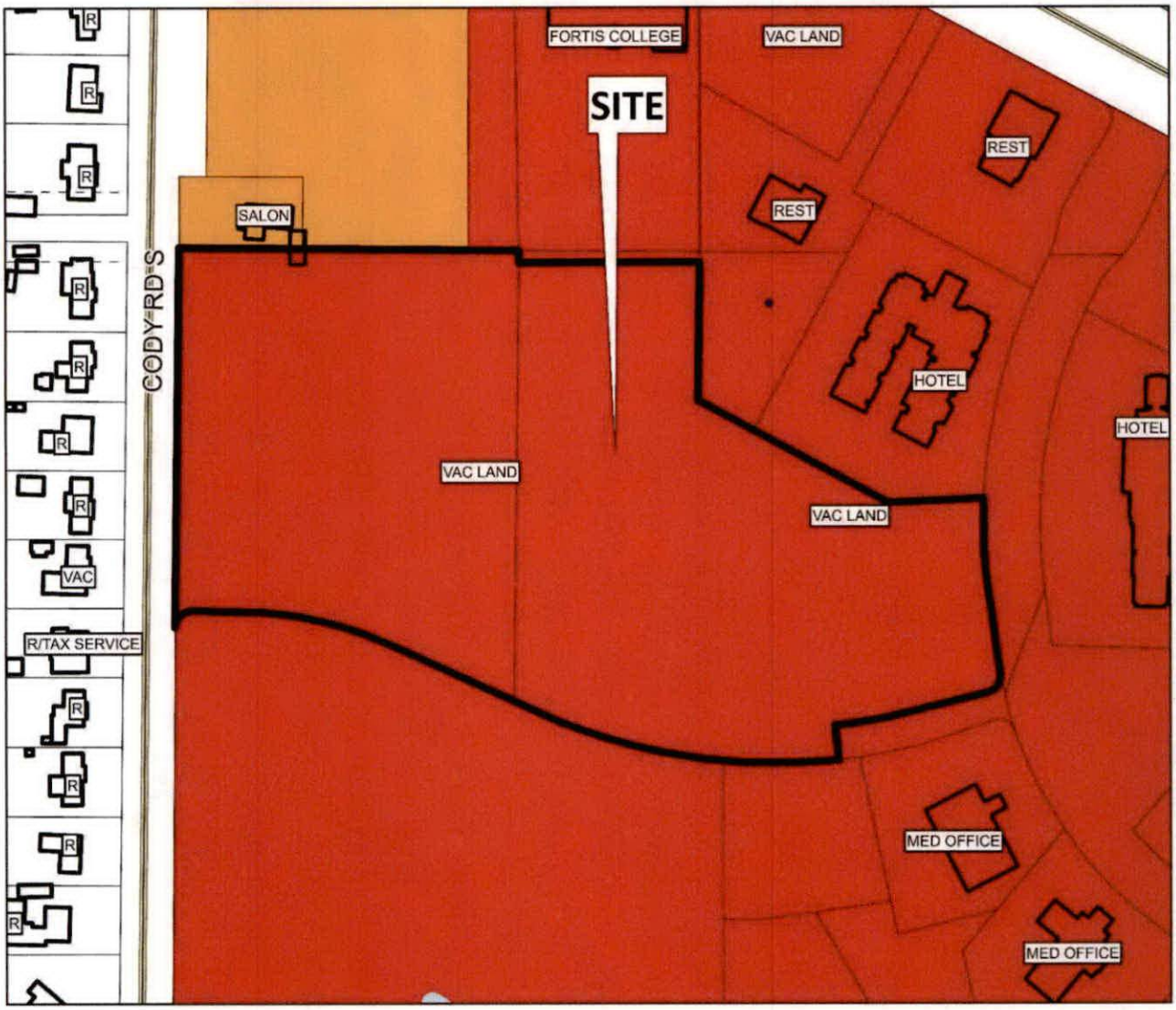
REQUEST PUD Modification

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the west, and commercial units to the east.

APPLICATION NUMBER 7 DATE August 8, 2025

APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)

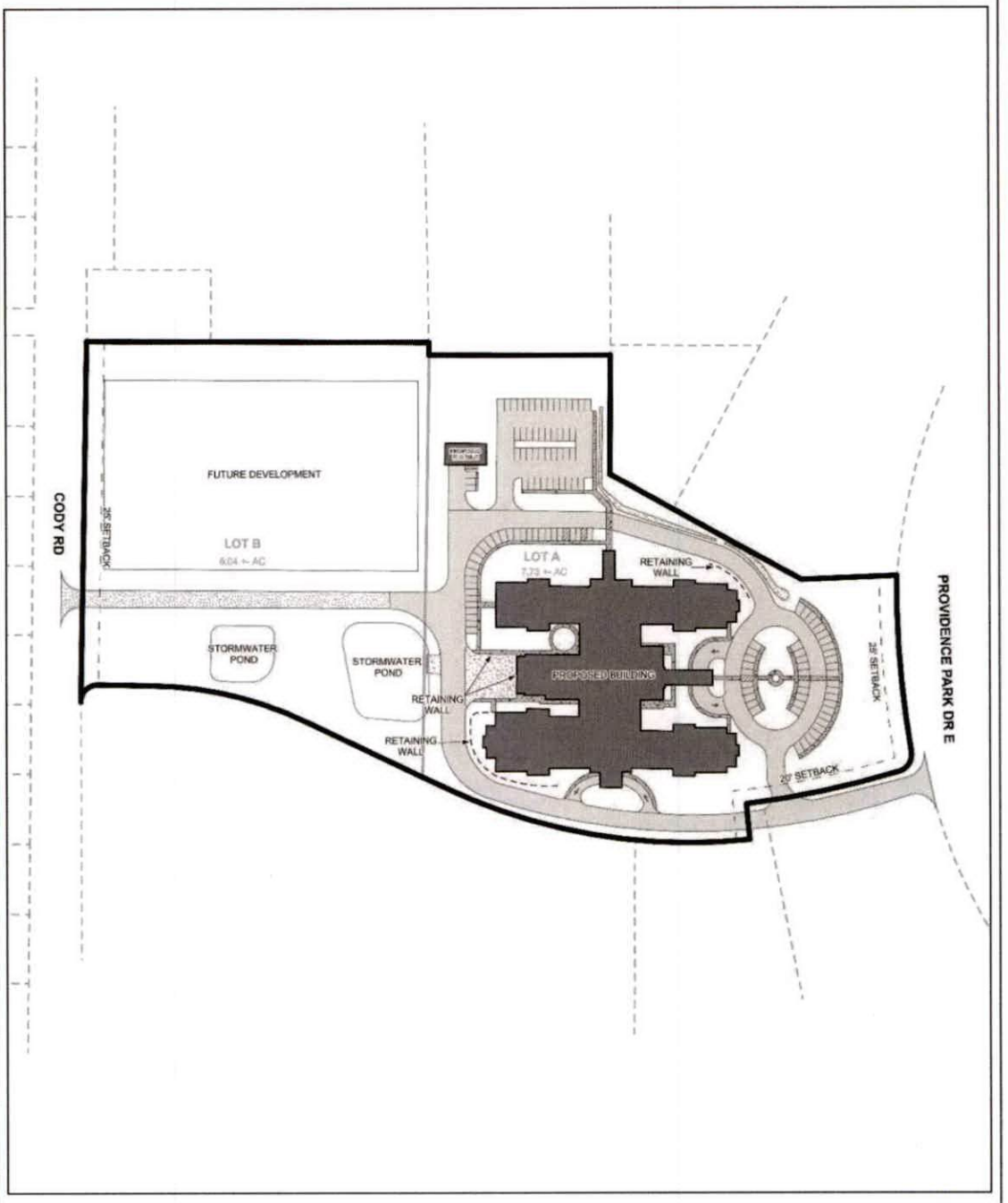
REQUEST PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates proposed buildings, drives and setbacks.

APPLICATION NUMBER 7 DATE August 8, 2025	N
APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)	
REQUEST PUD Modification	NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

11-056 2025

AN ORDINANCE TO AMEND CHAPTER 11, ARTICLE II, SECTION 11, OF THE CITY OF MOBILE MUNICIPAL CODE TO INCLUDE A SUBSECTION ENTITLED "ALABAMA CONSTRUCTION TRADE ACADEMY FUND FEES".

Sponsored by: City Councilmember Ben Reynolds, District 4

WHEREAS, the City of Mobile recognizes the shortage of skilled trade workers in the residential construction industry; and

WHEREAS, Alabama Act 2025-398 affords municipalities with an opportunity to provide funding derived from specific building permit fees and specific other permit fees to the Alabama Construction Trade Academy Fund established in the State Treasury; and

WHEREAS, Act 2025-398 states, in part, that the Alabama Construction Trade Academy board may award grants to programs recognized by the Alabama Home Builders Foundation as a part of the Alabama Homebuilding Academy Network; and

WHEREAS, the Alabama Home Builders Foundation has submitted a letter addressed to Mobile city council members asserting that every dollar collected within the Mobile jurisdiction will be for the sole use of the South Alabama Homebuilding Academy (SAHA); and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that Chapter 11, Article II, Section 11, of the City of Mobile Municipal Code is hereby amended by the addition of a Subsection entitled "Alabama Construction Trade Academy Fund Fees" and this Subsection shall read as follows:

Pursuant to Alabama Act 2025-398 there is hereby a fee of twenty dollars ($20.00) levied on every building permit, mechanical permit, plumbing permit, or any combination of these permits, and any other permit required for the construction or remodeling of a new or existing residence or structure as defined in Section 34-14A-2, Code of Alabama 1975.

(1) Section 34-14A-2 defines a residence as a single unit providing complete independent residential living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

(2) Section 34-14A-2 defines a structure as a residence on a single lot, including a site-built home, a condominium, a duplex or multi-unit residential building consisting of not more than four residential units, or any improvement thereto.

(3) All funds collected by the City pursuant to this subsection shall be remitted to the State Treasury's Alabama Construction Trade Academy Fund in the manner and frequency preferred by the State.

(4) Unless otherwise amended, this Subsection and the fees levied pursuant to it shall sunset, completely, effective September 30, 2030.

Adopted:

_____

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that William Petway is appointed to the Board of Adjustment effective immediately for a term ending October 21, 2032.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that William Petway is appointed to the Board of Adjustment effective immediately for a term ending October 21, 2032.

Adopted:

_____
City Clerk

R E S O L U T I O N

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 $**6,782.00** be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the **City of Mobile Event Services Department** and will be used **to assit with the Parade of 3's - D. I. P. Christmas Parade.**

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

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:	Restaurant Retail Liquor License
Submitted by:	Bake My Day, LLC
Location:	Bake My Day 2407 Old Shell Road Mobile, AL 36607

Adopted:

_____

City Clerk

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
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/30/2025	NEW APPLICATION	2025 - 5754	123336	1	October 21, 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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
BAKE MY DAY LLC

Trade Name (DBA)
BAKE MY DAY

Location Address
2407 OLD SHELL RD

City, State, Zip Code
MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
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CITY CLERK
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Legal Business Name
BAKE MY DAY LLC

Trade Name (DBA)
BAKE MY DAY

Location Address
2407 OLD SHELL RD

City, State, Zip Code
MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **October 14, 2025**

Re: **Application # 5754 / 2407 Old Shell Rd.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned LB-2. This is to advise that a restaurant 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 # 1, Cory Penn (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5754 DATE 10/21/2025

APPLICANT BAKE MY DAY LLC

LOCATION 2407 OLD SHELL RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/30/2025	NEW APPLICATION	2025 - 5754	123336	1	October 21, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
BAKE MY DAY LLC	BAKE MY DAY

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	09/19/2011	025-287	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
45-3055957	R007895748	

Physical Address (Street Address, Suite #)	City	State	Zip Code
2407 OLD SHELL RD	MOBILE	AL	36607

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
PAULA BENTLEY	OWNER			BAKEMYDAY08@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

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	Property Owner Phone Number	Property Owner Email
ASHLAND FIRE STATION 12 LLC		RISAKSONSR@LAFAYETTELAND.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
157 N CONCEPTION ST	MOBILE	AL	36603

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,147	26	YES	YES	SINGLE STRUCTURE	ENTIRE STRUCTURE

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

Applicant/POA Initials PMB

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
PAULA ROBERTS BENTLEY	OWNER	

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

NO

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

NO

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
N/A		

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)
N/A			

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials PRB

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PAULA ROBERTS BENTLEY	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile Alcoholic Beverage License Application

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
09/30/2025	NEW APPLICATION	2025 - 5754	123336	1	October 21, 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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BAKE MY DAY LLC

Trade Name (DBA)

BAKE MY DAY

Location Address

2407 OLD SHELL RD

City, State, Zip Code

MOBILE AL 36607

Contact Person Information				
Name	Title	POA	Phone	Email
PAULA BENTLEY	OWNER		(251) 605-2361	BAKEMYDAY08@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? 10/10/2022

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

Letter to City Council

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

prb 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.

prb 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.

prb 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.

prb 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.

prb 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.

prb 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.

prb 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: PAULA R. BENTLEY

Date of Application Signature: 10/10/2025

Owner/Applicant/POA Signature: Paula R Bentley

Title of Person Signing this Application: OWNER

Sworn to and subscribed before me this 10th day of October 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner		November 19 2025

Signature Page

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 adverting 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:

BAKE MY DAY LLC

dba

BAKE MY DAY

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

2407 OLD SHELL RD , 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 October 21, 2025 for application number 2025 - 5754

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.

Paula R Benkay
Applicant/POA Signature

Tara Harris
Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

October 9, 2025

BAKE MY DAY LLC

2407 OLD SHELL ROAD

MOBILE, AL 36607 USA

ACCOUNT NUMBER: 123336 TERRITORY 1

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2155335	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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250929150848966

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: BAKE MY DAY **Filing Fee:** $50.00

Applicant: BAKE MY DAY LLC **Transfer Fee:**

Location Address: 2407 OLD SHELL RD MOBILE, AL 36607

Mailing Address: 156 MCGREGOR AVE N MOBILE, AL 36608

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 025-287

Do you sell Draft Beer?:

Date Incorporated: 09/19/2011 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 09/19/2011

Federal Tax ID: 45-3055957 **Alabama State Sales Tax ID:** R007895748

Name:	Title:	Date and Place of Birth:	Residence Address:
PAULA ROBERTS BENTLEY	MEMBER		

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: PAULA BENTLEY **Home Phone:** [redacted]
Business Phone **Cell Phone:**
Fax: **E-mail:** BAKEMYDAY08@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: 20250929150848966

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ASHLAND FIRE STATION 12 LLC 251-340-6505
What is lessors primary business? COMMERCIAL REAL ESTATE
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? NO
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: 2147 Display Square Footage:
Building seating capacity: 26 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250929150848966

Initial each — **Signature page**

Initial each	
prb	In reference to law violations, I attest to the truthfulness of the responses given within the application.
prb	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
prb	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.
X	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.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
prb	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.
prb	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.
prb	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): PAULA R. BENTLEY

Signature of Applicant: Paula R Bentley

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/26/2029

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

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2011049311 Book-6813 Page-1305
Total Number of Pages: 5

State of Alabama-Mobile County
I certify this instrument was filed on:
September 15, 2011 @ 10:01:23 AM

RECORDING FEE	$50.00
S.R. FEE	$2.00
RECORDING FEES	$1.00
TOTAL AMOUNT	$53.00

2011049311
Don Davis, Judge of Probate

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed or laser printed.

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*, Title 10A-1-5.06):

   Bake My Day LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
025-287 DLL
Date 9/19/2011
Time 17:00
111214 5 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

08/004

This form was prepared by: (type name and full address)
Rachel E. Harbin
11405 Ladera Vista Dr
Austin, TX 78759

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. Street (**No PO Boxes**) address of principal office of the limited liability company (LLC):

156-A N. McGregor Avenue, Mobile, AL 36608

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent: Paula R. Bentley

Street (**No PO Boxes**) address of Registered Agent (if different from principal office address):

Mailing address of Registered Agent (if different from street address):

5. Purpose for which the limited liability company formed: The company shall engage in the business of preparing and selling food items of all kinds; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Rachel E. Harbin

Street (**No PO Boxes**) address of Organizer(s): 11405 Ladera Vista Dr, Austin, TX 78759

Mailing address of Organizer(s) – (if different from street address):

Attach a listing if more Organizers need to be added.

8. If the limited liability company is to be managed by one or more managers, give the number of managers 3 and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: Rachel E. Harbin

Mailing address of Manager: 11405 Ladera Vista Dr, Austin, TX 78759

Alabama
Sec. Of State

New Entity
025-287 DLL
Date 9/19/2011
Time 17:00
111214 5 Pg

File $100.00
Ackn $.00
Exp $.00

Total $100.00
08/004

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Manager's Name: Rebecca E. Springer

Mailing address of Manager: 11405 Ladera Vista Dr, Austin, TX 78759

Attach listing if more Managers need to be added.

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.

10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.

11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify ____/____/____ as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

08/22/2011
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Rachel S. Harbin
Typed Name of Above Signature

Organizer and Manager
Typed Title (Member, Organizer or Attorney-in-fact)

Additional members may sign (attach listing if necessary).

__/__/____
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Typed Name of Above Signature

Typed Title (Member)

Alabama
Sec. Of State
New Entity
025-287 DLL
Date 9/19/2011
Time 17:00
111214 5 Pg
File $100.00
Ackn $.00
Exp $.00
Total $100.00
08/004

STATE OF ALABAMA
DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

For Bake My Day LLC

Additional Managers:

Paula R. Bentley
156-A N. McGregor Avenue, Mobile, AL 36608

~~CERTIFIED TRUE COPY~~
Probate Court of Mobile County, AL
Don Davis, Judge

Signature _____
Joe McEachern, Jr. Chief Clerk

Date 9-15-11

Alabama
Sec. Of State

New Entity
025-287 DLL
Date 9/19/2011
Time 17:00
111214 5 Pg

File $100.00
Ackn $.00
Exp $.00

Total $100.00
08/004

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, 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:

Bake My Day LLC

This domestic limited liability company is proposed to be formed in Alabama and is for the exclusive use of Rachel E Harbin, 11405 Ladera Vista Dr, Austin, TX 78759 for a period of one hundred twenty days beginning August 22, 2011 and expiring December 20, 2011.

Alabama
Sec. Of State
New Entity
025-287
Date 9/19/2011
Time 11:14:14 DLL
5 Pg
File $100.00
Achn $.00
Exp $.00
Total $100.00
03/004

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.

August 22, 2011

Date

Beth Chapman

Beth Chapman **Secretary of State**

586-309

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-23-2011

Employer Identification Number:
45-3055957

Form: SS-4

Number of this notice: CP 575 A

BAKE MY DAY LLC
RACHEL E HARBIN MBR
156A MCGREGOR AVE N
MOBILE, AL 36608

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 45-3055957. 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.

When filing tax documents, payments, and 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 form(s) by the date(s) shown.

Form 941	04/30/2012
Form 940	01/31/2013
Form 1065	04/15/2012

If you have questions about the form(s) or the due date(s) 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 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 2004-1, 2004-1 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.

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.

(IRS USE ONLY) 575A 08-23-2011 BAKE B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 08-23-2011
EMPLOYER IDENTIFICATION NUMBER: 45-3055957
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

BAKE MY DAY LLC
RACHEL E HARBIN MBR
156A MCGREGOR AVE N
MOBILE, AL 36608

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BAKE MY DAY, LLC
DBA BAKE MY DAY

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R007895748	01/1/2025	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.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 445291

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

156 MCGREGOR AVE N MOBILE AL 36608-1947
2407 OLD SHELL RD MOBILE AL 36607-3019

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

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

Ashland Fire Station #12
2407 Old Shell Road 36607
City of Mobile
Mobile County

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by BAKE MY DAY, 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 than 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 7th day of October 20 25

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Carly Riis	Carly Riis	02/23/26

Notary Stamp

CARLY RIIS NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Feb. 23, 2026

Owner of Property (Print Name)	Applicant Name (Print Name)
PAULA R. BENTLEY	PAULA R. BENTLEY
Owner of Property (Signature)	Applicant Name (Signature)
Paula R Bentley	Paula R Bentley
Street Address	Street Address
2407 Old Shell Rd.	2407 Old Shell Rd
City, State, Zip	City, State, Zip
Mobile, AL 36607	Mobile, AL 36607
Date Agreement Signed	Date Agreement Signed
10/03/2025	10/03/2025

Revision Date 10.23.2023

AMENDMENT
TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 1 day of May, 2021, by, between, and among Ashland Fire Station No. 12, LLC, an Alabama limited liability company ("Landlord"), Bake My Day, L.L.C., an Alabama limited liability company ("Tenant"), and Paula R. Bentley, Rachel E. Harbin, and Rebecca E. Springer (collectively, "Guarantors").

WITNESSETH:

WHEREAS, by Lease Agreement dated August 24, 2019 (the "Lease"), Landlord and Tenant provided for the lease of certain premises therein described and located at 2407 Old Shell Road, Mobile, Alabama; and,

WHEREAS, Landlord and Tenant desire to amend the Lease in certain particulars:

NOW, THEREFORE, in consideration of the premises, Landlord and Tenant do hereby amend the Lease in the following particulars and no others:

A. The first two sentences of Section 1.03 of the Lease are hereby deleted in their entirety and the following new sentences shall be inserted in lieu thereof:

> **Section 1.03 Term and Commencement**
>
> The initial term of this lease shall be for a period of ten (10) years (the "Term"). The Term shall commence the earlier of (i) Tenant opening for business in the Leased Premises or (ii) that certain date which is sixty (60) days following notice of substantial completion of Landlord's Work, attached hereto as Exhibit "C" (the "Commencement Date").

B. Section 2.01 is hereby revised to delete Lease Years 11-12 from the Minimum Rent Chart.

C. Section 2.03 of the Lease is hereby deleted in its entirety and the following new Section 2.03 shall be inserted in lieu thereof:

Section 2.03: Year 7 Termination Option

For a period of one hundred eighty (180) days beginning on the first day of Year Seven (7) of the Lease Term, Tenant, at its option, may terminate this Lease by giving Landlord written notice to terminate the Lease with such termination to be effective one hundred eighty (180) days from the date of such written notice. In consideration of such early termination, if exercised, Tenant shall make a one-time payment to Landlord in an amount equal to six (6) months Minimum Rent in effect on the date of the termination notice plus six (6) months unamortized brokerage fees based upon a four (4%) commission on a straight line basis (the "Early Termination Fee"). If the Tenant fails to give notice within said one hundred eighty (180) day period, then this option shall expire and the Lease shall continue in full force and effect. In the event Landlord relets the Leased Premises within six (6) months of Tenant vacating the Leased Premises, Landlord shall refund to Tenant any Minimum Rent collected by Landlord from any tenant for such six (6) month period less Landlord's costs of releting (including reasonable brokerage fees) amortized on a straight line basis. Notwithstanding anything to the contrary set forth herein, Landlord shall make reasonable efforts to relet the Leased Premises. Upon termination of the Lease, neither party shall have any further rights or obligations hereunder except for those that expressly survive.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed as of the day and date above written.

LANDLORD:

Ashland Fire Station No. 12, LLC

Date: May 7, 2021

By:

Print Name: Robert J. Lesser

Title: Mgr & Sole Member

TENANT/GUARANTORS:

Bake My Day, LLC

Date: May 10, 2021

By: _____
Print Name: Rachel E. Harbin
Title: Owner - Manager

Date: MAY 10, 2021

_____
Paula R. Bentley

Date: May 10, 2021

_____
Rachel E. Harbin

Date: May 10, 2021

_____
Rebecca E. Springer

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the 24th day of August 2019, by and between Ashland Fire Station No. 12, LLC, an Alabama limited liability company, (the "Landlord"), and Paula R. Beasley, Rachel E. Harbin, Rebecca L. Springer and Bake My Day, LLC, an Alabama limited liability company (collectively referred to herein as "Tenant")

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 leases to Tenant, and Tenant rents from Landlord those certain premises, said premises being commonly known as the Ashland Fire Station located at 2407 Old Shell Road, City of Mobile, County of Mobile, Alabama, which premises consist of a one-story building containing an area of approximately 2,147 square feet of building (herein called the "Leased Premises") attached hereto as Exhibit "A"

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. Tenant shall have exclusive use of the patio and grassy area in front of the Leased Premises, attached hereto as Exhibit "B"

SECTION 1.03: Term and Commencement.

The initial term of this lease shall be for a period of twelve (12) years (the "Term"). The Term shall commence on that certain date which is thirty (30) days following the notice of substantial completion of Landlord's Work, attached hereto as Exhibit "C" (the "Commencement Date"). The target date for substantial completion of Landlord's Work is **January 1st,2020. Landlord shall not deliver building to Tenant during the month of February, April 1st through 12th, nor during the month of May 2020.**

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises is ready for occupancy as herein defined, and Tenant fails to take possession and open the Leased Premises for business fully fixtured, stocked and staffed, within ninety (90) days following the Commencement Date 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

ARTICLE II

RENT

SECTION 2.01: Minimum Rent.

Year	Monthly Rent	Annual Rent
1	$4,472.92	$53,675.00
2	$4,472.92	$53,675.00
3	$4,656.26	$55,875.14
4	$4,772.67	$57,272.02
5	$4,891.98	$58,703.82
6	$5,014.28	$60,171.41
7	$5,139.64	$61,675.70
8	$5,268.13	$63,217.59

9	$5,399.84	$64,798.03
10	$5,534.83	$66,417.98
11	$5,673.20	$68,078.43
12	$5,815.03	$69,780.39

All payments are due in advance on or before the first day of each month, at

Ashland Fire Station No. 12, LLC
740 Museum Drive
Mobile, Alabama 36608

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: Security Deposit

Tenant shall deposit with Landlord one month's rent in the amount of **Four Thousand Four Hundred Seventy-Two and 00/100 ($4,472.92)** Dollars as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease within 20 days of the execution of this Lease. It is agreed that in the event Tenant 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, Landlord 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 Landlord may be required to expend by reason of Tenant's default including, but not limited to, any damages or deficiency in the re-letting, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant without interest, after the expiration of the Lease and delivery of entire possession of the Leased Premises to Landlord.

SECTION 2.03: Year 8 Termination Options

Tenant Option:

For a period of one hundred eighty (180) days beginning on the first day of Year Eight (8) of the Lease Term, Tenant, at its option, may terminate this Lease by giving Landlord one hundred eighty (180) days written notice and making a one-time payment to Landlord in an amount equal to six (6) months Minimum Rent in effect on the date of the notice and Tenant shall reimburse Landlord for six (6) months unamortized brokerage fees for the ("Lump Sum"), provided that if Tenant should fail to give notice within said 180 day period, then this option shall expire and the Lease shall continue in full force and effect. Upon termination of the Lease neither party shall have any further rights or obligations hereunder except for those that expressly survive

Landlord Option:

For a period of one hundred eighty (180) days beginning on the first day of Year 8 of the Lease Term, Landlord, at its option, may terminate this Lease by giving Tenant one hundred eighty (180) days written notice, provided that if Landlord should fail to give notice within said 180 day period, then this option shall expire and the Lease shall continue in full force and effect. Upon termination of the Lease neither party shall have any further rights or obligations hereunder except for those that expressly survive

SECTION 2.04: Option to Extend

Tenant, at its option, may extend the Lease for an additional five (5) years by giving written notice to Landlord at least one hundred twenty (120) days prior to the expiration of the Term. If Tenant should exercise this option, then the Lease shall continue upon the same terms and conditions except that the Minimum Rent

shall increase by two percent (2%) and continue to increase by the same percentage each year from the prior year's Minimum Rent

SECTION 2.05: 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 2.06: Insurance.

Tenant shall reimburse Landlord for all insurance premiums all premiums for casualty, workers compensation, liability boiler, flood and all other types of insurance required to be obtained by Landlord c/o 2407 Old Shell Rd, either in its entirety, or by its pro-ratta share if applicable (if Landlord constructs another building on the property at the time construction begins), hereunder and relating to the Property. 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. At Landlord's discretion this shall be billed on a monthly basis. Insurance is currently estimated at $1.60 per square foot annually. Tenant shall not be responsible for reimbursing Landlord for Insurance premiums for the property for the first year of the lease.

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 2.07: Real Estate Taxes.

Tenant shall pay when due in each tax year during the Term all amounts payable (or by its pro-ratta share if Landlord constructs another building on the property, at the time construction begins) for real estate taxes, ad valorem taxes and assessments (general and special), or any other tax imposed upon or levied against real estate or upon owners or lessees of real estate as such, including taxes imposed on leasehold improvements and Tenant's personal property and fixtures whether the same are assessed against Landlord or Tenant, all with respect to the property making up the Total Premises ("**Real Estate Taxes**"). Notwithstanding anything contained in the preceding sentence, Tenant shall not be responsible for Real Estate Taxes for the property for the first year. 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. Landlord shall bill tenant on a monthly basis for estimated taxes and either bill or credit an adjustment when the actual bill becomes available. Real Estate Taxes are currently estimated at $2.95 per square foot

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 2.08: Tenants Financials.

Tenant shall submit financials showing gross revenue to Landlord semi-annually

ARTICLE III

CONSTRUCTION, ALTERATION AND RELOCATION

SECTION 3.01: Landlord's Obligation.

Landlord shall, at its cost and expense, deliver to Tenant the Leased Premises for Tenant's use and occupancy substantially in accordance with Landlord's Work attached hereto. Any work in addition to any of the items specified on Landlord's Work shall be performed by Tenant at its own cost and expense with Landlord's prior written approval. 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: Tenant Improvements.

1. Tenant will install its own FF&E at its own expense
2. If Tenant needs a specialty drop ceiling in the main room where the cashier and customer ordering station is currently contemplated, Tenant shall apply for its permit and install its own ceiling as required by code with Landlord's written approval of design
3. Tenant shall apply for its permit install its own signage with Landlord's written approval
4. Tenant shall install its own cabinetry and shelving (Landlord shall provide a $5,000 tenant allowance for cabinetry)

SECTION 3.03: Patio.

Tenant may place tables and chairs for outdoor seating as allowed by Code outside the store front doors on the front side of the building as allowed by code

SECTION 3.04:

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SECTION 3.05: 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. If Tenant should fail to do the same, Landlord may take action to prevent a lien attaching to the property, in which event, the cost plus 20% administration fee, and attorneys' fees shall be payable by Tenant as Additional Rent

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:

Bakery and food service establishment

Tenant agrees to conduct its business in the premises under the name or trade name of **Bake My Day, LLC** and 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 Leased Premises promptly after the commencement of the 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 4.01, 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. 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

SECTION 4.04: Landlord Account

To the extent permitted by law, Tenant will provide Landlord with a store credit of One Hundred and 00/100 ($100.00) Dollars per calendar month. Any amount in excess of the $100.00 will be billed to Landlord

ARTICLE V

COMMON AREAS AND FACILITIES

SECTION 5.01: Operation and Maintenance of Common Areas.

Landlord shall provide Tenant with 20 parking spaces during the entirety of the Lease. All portions of the lot located at 2407 Old Shell Rd, except the Leased Premises and the Exclusive Use Area shown in Exhibit 'B', shall be designated common area. The landlord shall install the parking and landscaping, and the Tenant shall maintain the entire property including grass cutting and trimming, unless and until the Landlord utilizes and/or constructs in the back portion of the property. If the Landlord decides to construct another structure on the property the common area maintenance responsibilities shall, upon mutual agreement between Landlord and Tenant, some or all, be transferred to the Landlord (at the time construction begins)who would then charge back Tenant's pro-ratta share of the cost

ARTICLE VI

TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

SECTION 6.01: Tenant's Responsibilities.

Except for the maintenance obligations of Landlord expressly setout herein, Tenant shall, at all times maintain the entirety of the Leased Premises; this shall include, but in no way is limited to, maintenance of exterior entrances, the parking lot, all glass and show window moldings, landscaping and all partitions, doors, fixtures, plate glass, ceiling tile, toilets, sinks, all pipes, electrical wires, gas lines, gutters (repair if damaged) fence (repair if damaged), HVAC and electrical equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and any air conditioning system) within, attached and under the building, in good order, condition and repair. In pursuance of its obligation of maintenance, Tenant agrees to maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests, not to cause or permit objectionable odors to emanate or be dispelled therefrom, to comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction over the Leased Premises, and to conduct its business in the Leased Premises in all respects in a dignified manner and in accordance with high standards of store operation. Tenant's obligations to repair items in need of repair at the expiration or termination of the Lease shall survive. Landlord shall warranty its work for a period of one year following the completion of Landlord's Work and deliver any warranties to Tenant for Tenant's use during the term of the Lease and Option.

SECTION 6.02: Landlord's Right to Intervene.

If Tenant refuses or neglects to repair property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as Additional Rent Landlord's costs for making such repairs plus twenty percent (20%) for overhead upon presentation of bill therefore.

SECTION 6.03: Surrender of Leased Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty expected, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any. If required by Landlord, Tenant shall remove all its trade fixtures and any alterations or improvements before surrendering the premises as aforesaid, and shall repair any damage to the Leased Premises caused thereby, however Tenant shall have no right to remove same.

Tenant is in default under this Lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

SECTION 6.04: Rules and Regulations.

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ARTICLE VII

LANDLORD'S OBLIGATION FOR MAINTENANCE

SECTION 7.01: Responsibilities of Landlord.

Landlord shall maintain the roof, foundations, exterior walls and underground pipes and lines running from the building to the street, gutters (replace if stolen), fence (repair if rotten). In the event any repairs become necessary to the structural portions of the roof, exterior walls or foundations of the Leased Premises, or sidewalks adjacent to said premises, during the Term, then upon written notice from Tenant to Landlord stating the necessity therefore and the nature thereof, Landlord, with reasonable promptness and at its own expense, shall make any such necessary repairs specified in such notice. The phrase "structural portions" as above used shall not be so construed as to require Landlord to make repairs to interior surfaces of the Leased Premises. Landlord shall not be liable for damage to any goods or property, or death or injury to persons, caused by failure to perform any maintenance or repair which Landlord is obligated hereunder to perform, it being understood that Landlord shall be liable only for the cost of making such maintenance or repair as stated herein.

ARTICLE VIII

SIGNS, AWNINGS, PAINTING ALTERATIONS AND TRADE FIXTURES

SECTION 8.01: Signs.

Tenant shall not place or suffer to be placed or maintained on the exterior or in the interior of the Leased Premises, any sign, advertising matter or other thing of any kind which may be visible from the exterior, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the premises without first obtaining Landlord's written approval thereof; and Tenant agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved, in good condition and repair at all times. The exterior signs shall consist only of a wall sign which shall either fit the current hangers above the roll-up fire door or be hand-painted, plus a new monument sign. Tenant shall apply for its own sign permits and shall supply its own signs. Landlord approves Tenant's use of glass window signs showing hours of operation, Tenant's logo, credit card acceptance logos.

SECTION 8.02: Awnings.

Awnings are not currently planned for Tenant's space, but may be discussed at a later date for an additional cost to the Tenant. Landlord will work with Tenant in its attempt to obtain necessary historic and other approvals necessary for an awning at that time.

SECTION 8.03: Painting.

Tenant shall not paint or decorate any part of the exterior of the Leased Premises without first obtaining Landlord's written approval of such painting or decoration, which may be denied for any or no reason at all by Landlord; and Tenant agrees to promptly remove, upon order of Landlord, any paint or any such decoration which has been applied to or installed upon the exterior of the Leased Premises without Landlord's prior written approval, or to take such other action with reference thereto as Landlord may direct. Tenant may not paint over any historically significant painted signs from the fires use of the building including the Fire Department signs in the Engine Room. These signs are historic and must remain unless express written approval is received from the Landlord for each occurrence. Landlord plans to seek the ability to move the mural in the main room to the customer area over the fireplace. If the mural is able to be repainted in another area, Landlord is responsible for having repainted, at their discretion.

SECTION 8.04: Alterations.

Tenant shall not alter the store front of the Leased Premises and shall not make any structural alteration to the premises or any part thereof without first obtaining Landlord's written approval of such alteration, which may be denied for any or no reason at all by Landlord Tenant also agrees that any improvements made by it shall immediately become the property of Landlord This building is historic and Alterations cannot be made without Landlord s written permission

SECTION 8.05: Trade Fixtures.

All trade fixtures and apparatus installed by Tenant in the Leased Premises, other than alterations referred to in Section 8.04 immediately above, shall remain the property of Tenant and be removable at any time Tenant shall promptly, and at its own expense, repair any damage to the premises in removing any such trade fixtures and apparatus Such obligation to repair shall survive the expiration or termination of this Lease

ARTICLE IX

INSURANCE AND INDEMNITY

SECTION 9.01: Liability Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect, a policy of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant and any subtenants of Tenant in the Leased Premises in which the limits of public liability shall be not less than $1,000,000 00 Bodily Injury for each occurrence and in which the Property Damage Liability shall not be less than $1,000,000 00 for each occurrence The policy shall name Landlord any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice The insurance shall be in an insurance company that is AM Best BBB+ rated, and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord Should Tenant fail to provide such policy of insurance, then Landlord may, at its option, purchase such policy and assess the cost thereof against Tenant as additional rent hereunder

SECTION 9.02: Indemnification of Landlord.

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires In case Landlord shall without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation

SECTION 9.03: Waiver of Subrogation.

Tenant waives any right or claim against Landlord for damage sustained by it and which might be covered under any insurance policy and Tenant shall cause Tenant's insurance carriers to waive their respective rights of subrogation with respect to same, and to so notify Landlord

ARTICLE X

UTILITIES

SECTION 10.01: Utility Charges.

Landlord shall, at its sole expense, arrange for the entry and connection of all necessary utility services to the Leased Premises but shall not be required to pay any connection, "hook-up" or meter charge, which payment shall be the obligation of Tenant Tenant shall pay for all water, sewer service charges, fuels, electricity, steam and gas used in or at the premises for any purpose In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the leased premises

ARTICLE XI

OFFSET STATEMENT, ATTORNMENT AND SUBORDINATION

SECTION 11.01: Offset Statement.

Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord an offset statement shall be required from Tenant, Tenant agrees to deliver, in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

SECTION 11.02: Attornment.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

SECTION 11.03: Subordination.

Landlord reserves the right, at its option, to require that this Lease be subject and subordinate to, the lien of any mortgage or deed of trust now or hereafter placed upon Landlord's interest in the Leased Premises, or upon the land or premises of which the Leased Premises are a part, or upon any building now or thereafter placed upon the land of which the premises form a part, and to all advances made or thereafter to be made upon the security thereof. Upon request of Landlord, Tenant shall execute and deliver such instrument evidencing such superiority or subordination as Landlord may reasonably request within 10 days.

SECTION 11.03: Estoppel Certificate.

Within ten (10) days after request therefore by Landlord, Tenant shall execute an estoppel certificate in form suitable to Landlord, attesting that the Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Minimum Rent and other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not, the other party is in Default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such Default, and any other reasonable information requested.

ARTICLE XII

ASSIGNMENT, SUBLETTING AND CONCESSIONS

SECTION 12.01: Consent Required.

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, if Tenant requests Landlord's consent to any assignment of the Lease or subletting of all of the Leased Premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant. Landlord shall have the option (to be exercised within thirty (30) days from the submission of Tenant's written request) to cancel the Lease as of the commencement date stated in the above-mentioned sublet or assignment. If Landlord elects to cancel the Lease as stated, then, the term, tenancy, and occupancy

of the said premises, under said Lease or otherwise, shall cease, determine, expire, and come to an end as if the cancellation date was the original termination date

If Landlord shall not exercise its option within the time set forth above its consent to any such proposed assignment or subletting shall not be unreasonably withheld, provided that Tenant and any guarantor of Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms covenants, and conditions of this Lease In the event of any assignment/sublease as stipulated herein, Tenant agrees to pay the brokerage fee for subleasing the space in the amount of 6-8% to landlord's designated broker

SECTION 12.02: Benefits and Burdens on Assignment.

This Lease, and the covenants and conditions herein contained, shall inure to the benefit of and be binding upon Landlord, its heirs, personal representatives, successors and assigns, and shall be binding upon Tenant, its heirs, successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to in writing by Landlord Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease in its sole discretion

SECTION 12.03: Limitation of Liability

Anything to the contrary contained in this Lease notwithstanding, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of the Landlords individually or collectively with respect to any of the terms, covenants, conditions and provisions of this Lease and Tenant shall look solely to the equity of Landlord, their respective heirs, personal representatives, successors and assigns in the Leased Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, or in the event of any liability on the part of Landlord, their respective heirs, personal representatives, successors and assigns under any of the terms, covenants, conditions and provisions of this lease, such exculpation of personal liability being absolute and without exception whatsoever

SECTION 12.04: Operation of Concessions.

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord

ARTICLE XIII

WASTE AND GOVERNMENTAL REGULATIONS

SECTION 13.01: Waste or Nuisance.

Tenant shall not commit, or suffer to be committed, any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment which may disturb the quiet enjoyment of any person within five hundred (300) feet of the boundaries of the Leased Premises

SECTION 13.02: Governmental Regulations.

Tenant shall' at Tenant's sole cost and expense, comply with all of the requirements of all county municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force, or which may hereafter be in force

ARTICLE XIV

DESTRUCTION OF LEASED PREMISES

SECTION 14.01: Destruction of the Leased Premises.

If the premises shall be damaged or destroyed in whole or in part by fire, the elements, unavoidable accident or other casualty, Landlord shall have the right to terminate this lease by giving Tenant written notice of its election to do so within Sixty (60) Days after the date on which the damage occurs, whereupon this lease shall terminate as of the date on which the damage occurs, and the rent shall be adjusted as of said date; but in default of such notice by Landlord, this lease shall continue and Landlord shall cause the premises to be

repaired or restored with due diligence Except in the event of termination of this lease as aforesaid, the minimum rent shall be abated to the extent of the fair rental value of such portion, if any, of the premises as shall be rendered unfit for occupancy for the usual conduct of Tenant's business in consequences of the damage aforesaid for the period of such unfitness for occupancy

Notwithstanding anything in the above paragraph or elsewhere in this lease to the contrary, if the Leased Premises shall be damaged in whole or in part due to any negligent act or omission of Tenant or failure by Tenant to observe the terms, conditions and covenants of this Lease, then Landlord shall be under no obligation to repair or restore the premises, and such act, omission or failure of Tenant shall constitute an event of default under this Lease, entitling Landlord to all rights and remedies reserved to Landlord under this Lease in addition to all rights and remedies granted Landlord under the laws of the State of Alabama

In the event that Fifty (50%) Percent or more of the rentable area of the Leased Premises shall be damaged or destroyed by fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant Five (5) Days prior written notice of Landlord's election to do so, which notice shall be given, if at all, within the Sixty (60) Days following the date of said occurrence Rent shall be adjusted as of the date of such termination

ARTICLE XV

EMINENT DOMAIN

SECTION 15.01: Total Condemnation.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease.

SECTION 15.02: Partial Condemnation.

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its conditions at the time of such condemnation, less the portion lost in the taking, and the Lease shall continue in full force and effect and the minimum rent shall be reduced proportionately as to the portion lost in the taking

SECTION 15.03: Landlord's Damages.

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation, and the Landlord is to received the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

ARTICLE XVI

TENANT'S PROPERTY

SECTION 16.01: Taxes on Leasehold.

Tenant shall be responsible for, and shall pay for delinquency, all municipal, county or state taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind placed in, upon, or about the Leased Premises by Tenant.

SECTION 16.02: Loss and Damage.

Landlord shall not be liable for any damage to property of Tenant or of others entrusted to Tenant, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the leased premises, or from the pipes, appliances or plumbing works or from the roof, street or subsurface, or from any other place, or by dampness, or by any other cause of whatsoever nature. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord Harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers.

ARTICLE XVII

ADVERTISING

SECTION 17.01: Change of Name.

Tenant agrees not to change the advertised name of the business operated on the Leased Premises without the written approval of Landlord.

SECTION 17.02: Solicitation of Business.

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ARTICLE XVIII

DEFAULT OF THE TENANT

SECTION 18.01: Right to Re-enter.

The occurrence of any one or more events listed below by Tenant shall be a default under and brach of this Lease by Tenant. In the event of any failure of Tenant 1) to pay any rental (Minimum Rent, Additional Rent, or otherwise) due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant or 2) if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease or 3) if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, 4) or if Tenant shall abandon the premises, 5) or suffer this Lease to be taken under writ of execution, then Tenant shall be deemed to be in default hereunder and to have committed a breach hereof and Landlord, besides other rights or remedies at law or equity it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Tenant, or any guarantor of this Lease, shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant or guarantor of this Lease in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, then this Lease shall thereupon be automatically terminated. Upon such termination, Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant or Guarantor of this Lease and their heirs, successors and assigns, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

SECTION 18.02: Right to Relet and Accelerate.

Landlord may re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by the Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; and, third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may, at any time thereafter elect to terminate this Lease for such previous breach. Should this Lease be terminated as provided for herein, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated Term over the then reasonable rental value of the Leased Premises for the remainder of the stated Term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder subsequent to default, the annual rent for each year of the unexpired Term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the Term to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter. Without limitation of Landlord's other rights and remedies, and regardless of whether or not Landlord shall have re-entered, relet or terminated this Lease, in the event of any default or breach by Tenant, at the election of Landlord 1) the entire rent for the whole Term of this Lease and any other indebtedness of Tenant to Landlord hereunder shall be immediately due and payable or 2) Landlord may proceed for past due installments and indebtedness only, reserving Landlord's right to proceed later for the remaining installments and subsequently maturing indebtedness. All rights and remedies of Landlord as set forth in this Lease, shall be in addition to such other rights and remedies as Landlord may have under any applicable law.

SECTION 18.03: Legal Expenses.

In case of employment of an attorney or if suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorneys' fees.

ARTICLE XIX

HOLDING OVER

SECTION 19.01: Holding Over.

Any holding over after the expiration of the Term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month-to-month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions here specified at a 150% increase, so far as applicable. Tenant may terminate the Hold Over Tenancy with nine (9) months prior written notice to Landlord.

ARTICLE XX

ACCESS, RESERVATIONS AND RELEASES OF LANDLORD

SECTION 20.01: Right of Entry.

Tenant shall permit Landlord its agents, employees and contractors, to renter the premises and all parts thereof at any reasonable time to inspect the same and to enforce or carry out any provision of this Lease

SECTION 20.02:

[INTENTIONALLY LEFT BLANK]

SECTION 20.03: Non-Exclusive Remedies.

The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right, or from having any other remedy, or from maintaining any action to which it may be otherwise entitled, either at law or in equity

SECTION 20.04: Release from Liability.

Tenant agrees not to hold Landlord responsible or liable in damages by abatement of rent or otherwise for any damage sustained by Tenant or any other person due to the building, or any part thereof, or any appurtenances thereof, becoming out of repair, or due to the happening of any accident, especially, but not exclusively, any damage caused by water, snow, windstorm, tornado, gas, steam, electric wiring plumbing or heating apparatus Notwithstanding anything elsewhere in this Lease, Tenant hereby released Landlord from any claim (regardless of cause) with respect to water or other damage sustained by Tenant from the sprinkler system which may be covering the premises and/or the operation of said sprinkler system.

ARTICLE XXI

QUIET ENJOYMENT

SECTION 21.01: Landlord's Covenant.

Upon payment by Tenant of the rents provided, and upon the faithful observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease

ARTICLE XXII

MISCELLANEOUS

SECTION 22.01: Waiver.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Landlord, unless such a waiver be in writing by Landlord

SECTION 22.02: Accord and Satisfaction.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided

SECTION 22.03: Entire Agreement.

This Lease, and the exhibits and rider if any attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them

SECTION 22.04: Notices.

All notices required, or options granted, under this Lease shall be given or exercised in writing, and shall be deemed to be properly served if delivered personally or sent by Certified Mail with return receipt requested

to Tenant at its office located at:

or such other address any may be specified by Tenant in written notice to Landlord.

and to Landlord as follows: Ashland Fire Station No 12 LLC
740 Museum Drive
Mobile, Alabama 36608

or such other address as may be specified by Landlord in written notice to Tenant

SECTION 22.05: Captions and Section Numbers.

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or described the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease

SECTION 22.06: Brokers.

Tenant and Landlord agree that Ryann F Lee and Heather Huffman of Huffman Real Estate Services represents both the Tenant and the Landlord, and is the only brokerage involved with the Lease contemplated herein Landlord shall pay Huffman Real Estate Services, LLC a commission which is part of a separate agreement among the parties

Tenant and Landlord are aware that Ryann Lee is a close friend to both Landlord and Tenant

Tenant and Landlord agree that Heather Huffman is a friend to the Tenant and related to Landlord

DUAL AGENCY Landlord and Tenant the parties to the Lease transaction, agree that Huffman Real Estate Services is serving in a dual agency capacity, representing both the Landlord and Tenant for the lease of the Premises. The undersigned parties acknowledge that they are authorized to execute this Dual Agency Agreement on behalf of the above-named Landlord and Tenant The Landlord and Tenant consent to and authorize Huffman Real Estate Services to engage in this dual agency, with the understanding that Agent will handle these responsibilities in the manner described in this agreement. In the negotiation of a lease, Agent shall not disclose the best terms upon which Tenant is willing to lease the Premises, unless authorized to do so by the Tenant. Similarly, Agent shall not disclose the best terms upon which the Landlord is willing to lease the Premises, unless authorized to do so by the Landlord It is acknowledged and agreed that Agents disclosure responsibilities to Tenant will be met by Agents disclosure to Tenant of all material facts provided by Landlord or known by Agent and that Agent has not undertaken to investigate the Premises or to verify the accuracy of the information provided by Landlord Both Landlord and Tenant acknowledge that Expert Matters are to be addressed by the parties and not by Agent Each of the undersigned parties acknowledges the above understanding and consent to Agents service as dual agent on behalf of both Landlord and Tenant.

SECTION 22.07: Posting.

During the period of Six (6) Months prior to the expiration of this Lease or any renewal thereof Landlord shall have the right to display on the exterior of the premises, but not in any window or doorway thereof, the customary sign, "For Lease", and during such period Landlord may show the premises and all parts

thereof to prospective tenants between the hours of 10:00 a.m. and 5:00 p.m., but not during the peak business hours of 11:00 a.m. to 1:00 p.m., on any day except Sunday and any legal holiday on which Tenant shall not conduct business.

All terms and conditions of this Lease shall inure to the benefit of, and be binding upon, the parties hereto and their successors, heirs, assigns and personal representatives.

*All items contemplated herein with regards to layout and Landlord's Work are subject to historic approval and Landlord's written consent.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenants have signed and sealed this as of the day and year first above written.

LANDLORD: ASHLAND FIRE STATION NO. 12, LLC

BY: _____

Date: 8/26/19

Witness: _____

TENANT: BAKE MY DAY, LLC

BY: _____

Date: 08/25/19

Witness: _____

TENANT: Rachel E. Harbin

BY: _____

Date: 08/25/19

Witness: _____

TENANT: Paula R. Bentley

BY: _____

Date: 8/25/19

Witness:_____

TENANT: Rebecca E. Springer

BY: _____

Date: 5/25/2019

Witness:_____

GUARANTY OF LEASE

THIS GUARANTY is given this ____day of August 2019, by Paula R. Bentley, Owner, Rachel E. Harbin, Owner, Rebecca E. Springer, Owner d/b/a Bake My Day, LLC, an Alabama limited liability company (hereinafter "Guarantors"), to Ashland Fire Station No. 12, LLC, an Alabama limited liability company, its successors and assigns ("Landlord").

WITNESSETH:

WHEREAS, Landlord has agreed to enter into a written lease agreement ("Lease Agreement") with Paula R. Bentley, Owner and Rachel E. Harbin, Owner, and Bake My Day, LLC (collectively the "Tenant"), for space at 2407 Old Shell Road, Mobile, Alabama, and

WHEREAS, Landlord is unwilling to enter into the Agreement of Lease with Tenant unless Guarantors guarantees Tenant's obligations under the Agreement of Lease for a period of three years beginning with the commencement of rent (as defined therein).

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) by each of the parties to the other paid, receipt of which is hereby acknowledged, and in order to induce Landlord to enter into the Agreement of Lease with Tenant, Guarantor hereby guarantees to Landlord, its successors and assigns, during the Term of the Agreement of Lease (1) the prompt and punctual payment by Tenant of all rental and other sums, including Landlord's attorneys' fees to become due pursuant to the terms of the Agreement of Lease, and (2) the prompt and faithful performance by Tenant of all of the terms, covenants, and conditions of the Agreement of Lease.

The obligations of Guarantor shall be direct and immediate and not contingent, and Guarantor agrees that Landlord may, without notice to Guarantor and without affecting Guarantor's liability under this Guaranty, extend the time for the performance of Tenant's obligation under the Agreement of Lease and/or release any security given by Tenant to secure its obligations under the Agreement of Lease.

Landlord and Tenant may also, without notice to Guarantor and without affecting Guarantor's liability under this Guaranty, enter into such modifications, extensions and/or amendments of the Agreement of Lease as Landlord and Tenant may from time to time determine, and neither Guarantor's obligations to make payments in accordance with the terms of the Guaranty or any remedy for the enforcement hereof shall be impaired, changed, or released in any manner whatsoever by any release, impairment, or limitation of the liability of the Tenant or its estate in bankruptcy or other creditor's proceeding under any statute or from the decision of any court.

This Guaranty shall inure to the benefit of Landlord and Landlord's successors and assigns.

IN WITNESS WHEREOF, Guarantor has set his hand and seal the day and year first written.

By: _____ Date: 8/25/19

Paula R. Bentley

Witness: _____

Print Name: PAULA R. BENTLEY

By: _____ Date: 08/25/19

Rachel E. Harbin

Witness: _____

Print Name: Rachel E. Hartley

By: _____ Date: 8/25/2015

Rebecca E. Springer

Witness: _____

Print Name: REBECCA E. SPRINGER

Exhibit "A"

Leased Premises

Exhibit "B"

Site Plan/ Common Area

Note: Other than the "Leased Premises" shown in red, and the Tenant's Exclusive use Area shown in blue the areas in the site plan below are considered "Common" unless and until otherwise designated by the Landlord Landlord will provide Tenant with 20 parking spaces during the term of the lease

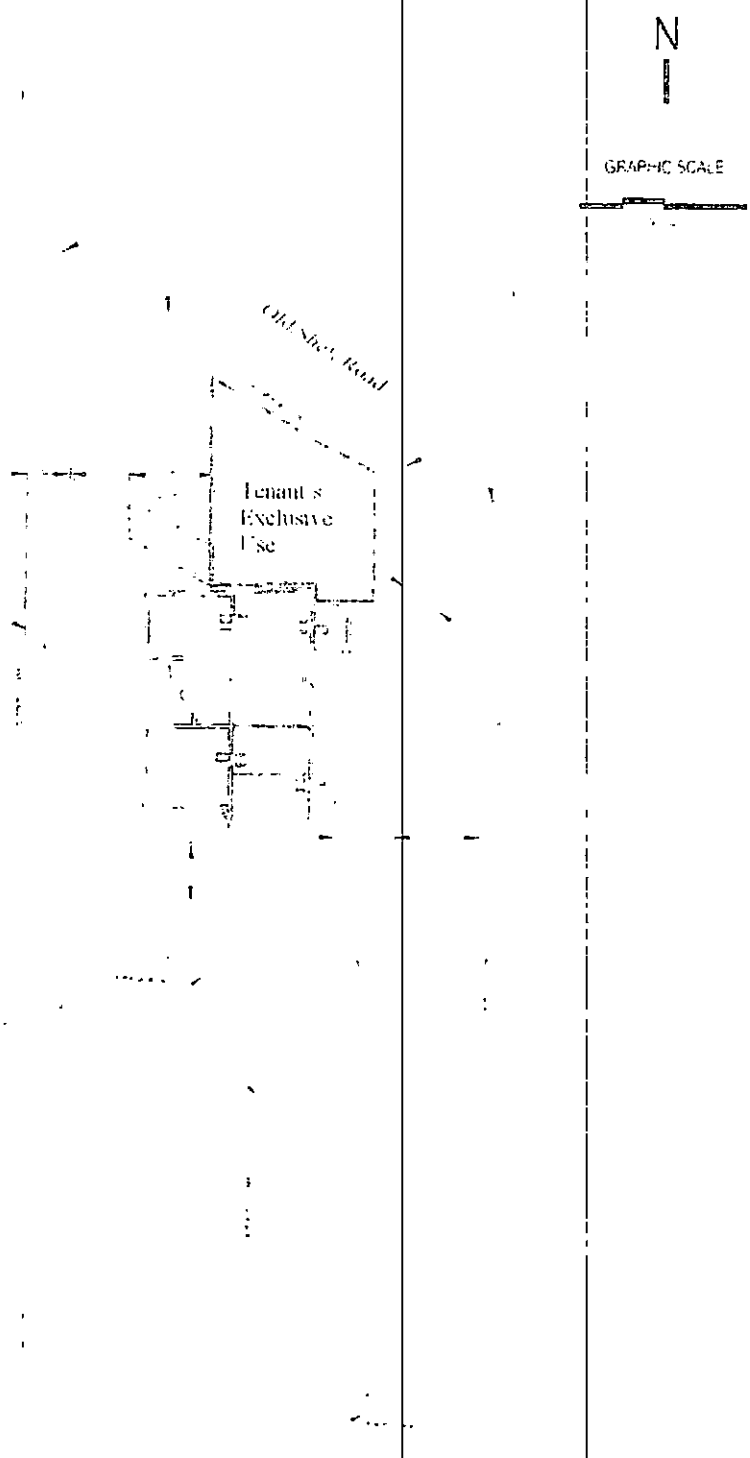


Exhibit "C"

Landlord's Work
(Note: Landlord's work shall be warrantied for the period of one year following its completion)

1 Parking – Landlord shall provide a parking lot with a minimum of 20 spaces to Tenant and Tenant's Customers to include ADA spaces per Code. Landlord intends to use asphalt in the main drive and customer parking area and rock employee parking. The designated parking area is subject to change, however Landlord will provide 20 spaces for the entirety of the lease;

2 Upgrades to Building Systems- Landlord shall make required improvements and upgrades to the buildings electrical, plumbing, roofing, structural elements;

3 Restroom. Landlord shall install a customer restroom with fixtures and an employee only restroom with a mop sink. Landlord will add a demising wall and door with-in the customer restroom for additional Tenant storage if Tenant requests

4 Greasetrap- Landlord shall install a grease trap for the sinks and dumpster pad as required by code;

5 Dumpster Pad- Landlord shall install space for Tenant's Dumpster. Tenant intends to place a recycling dumpster at Tenant's cost adjacent to Tenant's Dumpster

6 Penetrations-Landlord shall install up to three penetrations for Tenant's vent hood(s) as required by code;

7 HVAC- Landlord shall install a new two (2) unit HVAC system. Tenant is to maintain per manufacturer's warranty;

8 Electrical- Landlord shall replace existing lighting with new light fixtures in the kitchen,bathroom, and customer areas and provide new electrical service. Landlord will provide security lighting in the rear of the building and a sconce above Tenant's sign, and a landscape light on a photocell to light the Tenant provided/ Tenant installed sign at night. Landlord will install up to thirty (30) electrical outlets or by code whichever is higher, some of which may be dropped from the ceiling;

9 Paint- Landlord shall paint the interior walls and provide sealed and stained concrete floors to code throughout the first floor of the Premises;

10 Floor Drains- Landlord will install floor drainage as required by code;

11 Gas- Landlord will provide up to three gas connections in the existing kitchen area

12 Landscaping-Landlord shall provide landscaping as required by code; Tenant to maintain landscaping; Landlord and Tenant to mutually agree upon landscaping design that includes shade from trees for the patio area. Landlord and Tenant agree that firepits should be included in the Landscaping plan

13 Landlord shall install divided cold storage with refrigeration and a freezer, and dry storage. Landlord will make best effort to locate the cold storage outside;

14 Tenant Allowance- Landlord shall provide tenant with $5,000.00 Allowance for cabinetry/shelving/etc

15 Labor- Landlord shall contribute four (4) laborers for one (1) day to assist Tenant moving furniture, existing hood, and other miscellaneous items to move from prior leased location to the Leased Premises

16 Breakroom-Landlord will provide a four (4) person break room for Tenant;

17 Office-Landlord will build stairs to the upstairs area for an office and build out the area above the existing kitchen for Tenant's office

18 Landlord shall install a commercial capacity tankless water heater. Tenant to maintain

19 Storefront- Landlord shall replace the existing rollup door and work with the Tenant to receive City, and Historical approval on a mutually agreed upon door entry. Landlord shall install this entry

20 Patio area is not intended to block the front entrance

21 At Tenant's discretion Landlord to change out the existing window with fan on the side of the main room to a door, as allowed by code and with historical approvals

22. Tenant's design may include up to five (5) hand-washing sinks and up to two (2) three (3) compartment sinks. Landlord to provide plumbing stub outs and drains as required by code

23 Landlord to stubb out plumbing, power and a drain for Tenant to install its dishwasher and ice maker

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
BAKE MY DAY, LLC	BAKE MY DAY

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2407 OLD SHELL RD.	MOBILE	AL	36607

Business Contact Person Information

Name	Title	Phone	Email
PAULA BENTLEY	OWNER		bakemyday08@gmail.com

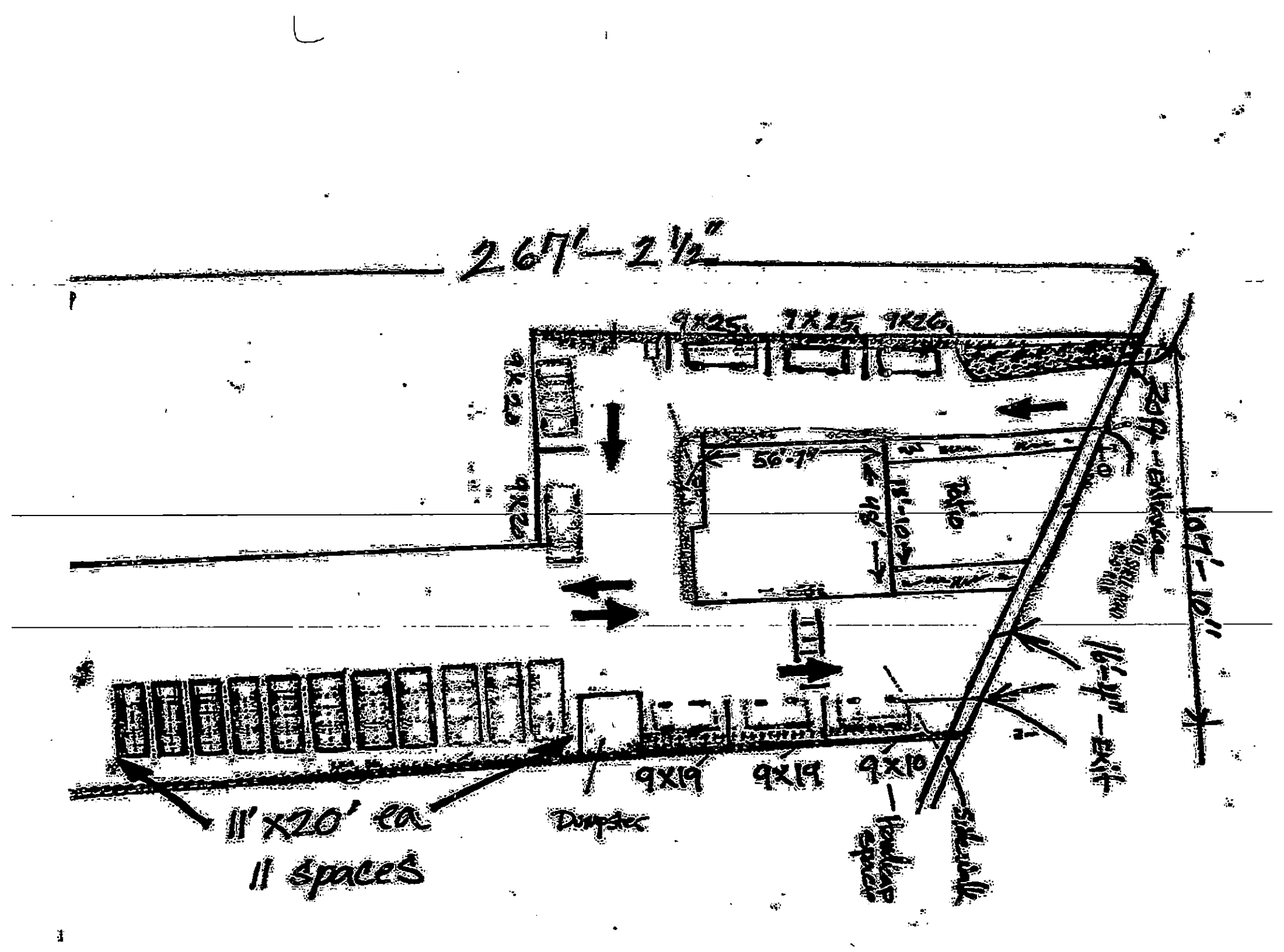
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2147	8+	8	✓	LB-2	✓

Comments

EXISTING RESTAURANT

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	10-9-2025


267'-2½"
9x25
7x25
9x26
9x20
56'-7"
48'-7"
11'-10"
Patio
20ft - existing
107'-10"
16'-4" - 17'-4"
9x19
9x19
9x10
11'x20' ea
11 spaces
Dumpster
Handicap Space
Sidewalk

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-103052-2022
Issue Date: 10/07/2022

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022907230005073.	2407 Old Shell Rd	

Business Name	Issued To	Zoning Districts
BAKE MY DAY LLC dba BAKE MY DAY	Name: PAULA R. BENTLEY Company: BAKE MY DAY LLC dba BAKE MY DAY Address: 2407 Old Shell Rd MOBILE, AL 36607 Phone:	LB-2

This Zoning Classification Allows the property to be used for:

BAKERY/RESTAURANT

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 Zoning Ordinance, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By:

City of Mobile, PO Box, 1827 Mobile, AL 36633-1827
Telephone:251.208.5895 Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember William Carroll, District 2

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:	Restaurant Retail Liquor License
Submitted by:	De Maiz Downtown, Inc.
Location:	De Maiz Taco Catina 360 Dauphin Street Mobile, AL 36602

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
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/06/2025	NEW APPLICATION	2025 - 5752	132578	2	October 21, 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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
DE MAIZ DOWNTOWN INC

Trade Name (DBA)
DE MAIZ TACO CATINA

Location Address
360 DAUPHIN STREET

City, State, Zip Code
MOBILE AL 36602

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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CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/06/2025	NEW APPLICATION	2025 - 5752	132578	2	October 21, 2025

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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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:

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Legal Business Name
DE MAIZ DOWNTOWN INC

Trade Name (DBA)
DE MAIZ TACO CATINA

Location Address
360 DAUPHIN STREET

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. Box 1827 • Mobile, Alabama 36633-1827 • Phone (251) 208-7411 • Fax (251) 208-7482

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: _____
Captain Matthew James
Commander, Special Investigation Section

Date: October 7, 2025

Re: Alcoholic Beverage License Application No. 5752
DE MAIZ DOWNTOWN INC
D/B/A: DE MAIZ TACO CATINA
360 DAUPHIN STREET
Mobile, AL 36602
Armando Rodriguez, owner
Orlando Godoy, owner
Ruben Gimenez, 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 DE MAIZ DOWNTOWN INC. DE MAIZ DOWNTOWN INC. will be conducting business at DE MAIZ TACO CATINA, located at 360 Dauphin Street. The City of Mobile Revenue Department has advised that 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 that no compliance checks have been completed at this location, and it is currently in good standing.

It is my recommendation that the application be:

OCT 13 2025

_____✓_____ APPROVED

_____ DENIED

CHIEF OF POLICE

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

The mission of the Mobile Police Department is to make the City of Mobile the safest city in America, with respect for everyone.

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From: _____ 3145
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: October 7, 2025

Re: Alcoholic Beverage License Application No. 5752
DE MAIZ DOWNTOWN INC
D/B/A: DE MAIZ TACO CATION
360 DAUPHIN STREET
Mobile, AL 36602
Armando Rodriguez, owner
Orlando Godoy, owner
Ruben Gimenez, 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 DE MAIZ DOWNTOWN INC. The City of Mobile Revenue Department advised that 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 that 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**
Principal Planner L. Logan Anderson

Date: **October 7, 2025**

Re: **Application # 5752 / 360 Dauphin St.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.1 and has a non-conforming status. This is to advise that a restaurant with retail liquor sales with an occupancy load greater than 100 persons is a permitted use under the non-conforming status.

The site is located within the Downtown Development District, which exempts T-5.1 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5752 DATE 10/21/2025

APPLICANT DE MAIZ DOWNTOWN INC

LOCATION 360 DAUPHIN ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

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
10/06/2025	NEW APPLICATION	2025 - 5752	132578	2	October 21, 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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

DE MAIZ DOWNTOWN INC

Trade Name (DBA)

DE MAIZ TACO CATINA

Location Address

360 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
ILIANA LAIRD		YES		ICASTRO@INNOVATEGR.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 11/01/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/06/2025	NEW APPLICATION	2025 - 5752	132578	2	October 21, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
DE MAIZ DOWNTOWN INC	DE MAIZ TACO CATINA

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	11/30/2023	001-110-044	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
99-0440212	R012659295		

Physical Address (Street Address, Suite #)	City	State	Zip Code
360 DAUPHIN STREET	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
360 DAUPHIN STREET	MOBILE	AL	36602

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ILIANA LAIRD		YES		ILIANA@INNOVATEGR.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)		
N/A			
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	Property Owner Phone Number	Property Owner Email	
PROPIEDADES DOWNTOWN LLC		OGODOY@INNOVATEGR.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)	**City**	**State**	**Zip Code**
5805 HWY 90 UNIT B	THEODORE	AL	36582

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
4,200	150	YES	YES	SINGLE STRUCTURE	BOTTOM FLOOR

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

Applicant/POA Initials IL POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
RODRIGUEZ, ARMANDO	PRESIDENT		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	YUCATECO INC	AZTECAS	5452 HWY 90 MOBILE 36619
	RFA MEXICAN RESTAURANT INC	HACIENDA SAN MIGUEL	880 SCHILLINGR ROAD SOUTH MOBILE 36695
	HACIENDA de QUERETORO INC	HACIENDA SAN MIGUEL	5805 HWY 90 THEODORE 36582

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
GODOY, ORLANDO	SECRETARY		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	AZTECAS SARALAND INC	AZTECAS	310 INDUSTRIAL HWY SARALAND 36571
	AZTECAS AIRPORT INC	AZTECAS	6800 AIRPORT BLVD MOBILE 36608

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
LAIRD, ILIANA M				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**
				(251) 300-186[illegible]

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

Applicant/POA Initials IL POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
GIMENEZ, RUBEN	TREASURER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	PEDROS INC	PEDROS TACOS AND TEQUILA BAR	3649 AIRPORT BLVD MOBILE 36608

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
A RODRIGUEZ	AZTECAS AIRPORT INC	AZTECAS	6800 AIRPORT BLVD MOBILE 36608

Applicant/POA Initials IL POA

Skinner, Shawn

From: Iliana Castro <icastro@innovategr.com>
Sent: Monday, October 6, 2025 1:46 PM
To: Skinner, Shawn
Subject: List of Corporations & Owners

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.

Shawn,

Here is the list you requested.

Let me know if you have any questions.

LIST OF CORPORATIONS & OWNERS

Corporation	Owners	Tax ID #	ADDRESS
Yucateco Inc DBA Aztecas	Ruben Gimenez Armando Rodriguez	63-1238203	5452 HWY 90 W, MOBILE AL 36619
RFA Mexican Restaurant Inc DBA Hacienda San Miguel	Ruben Gimenez Armando Rodriguez Fernando Chavez	48-1298109	880 SCHILLINGER RD S, MOBILE AL 36695
Hacienda de Queretaro Inc DBA Hacienda San Miguel	Ruben Gimenez Armando Rodriguez	26-1224240	5805 HWY 90, THEODORE AL 36582
Aztecas Saraland Inc DBA Aztecas	Armando Rodriguez Orlando Godoy Ruben Gimenez	81-4005427	310 INDUSTRIAL PKWY, SARALAND AL 36571

	Daniel Dorta Elfigo Galvan		
Aztecas Airport Inc DBA Aztecas	Armando Rodriguez - Treasurer Orlando Godoy - Vice-president Ruben Gimenez - President Fernando Chavez- Secretary	85-1075689	6800 AIRPORT BLVD, MOBILE AL 36608
De Maiz West Mobile DBA De Maiz Taco Cantina	Armando Rodriguez Orlando Godoy Ruben Gimenez Fernando Chavez	88-2221130	9124 COTTAGE HILL RD, SUITE 111-113, MOBILE, AL 36695
deMaiz Downtown Inc DBA De Maiz Taco Cantina	Armando Rodriguez Orlando Godoy Ruben Gimenez	99-0440212	360 DAUPHIN STREET, DOWNTOWN MOBILE, AL 36607
Pedros Inc DBA Pedros Tacos and Tequila Bar	Armando Rodriguez - Treasurer Ruben Chavez - Secretary Fernando Chavez Jimenez Ruben Gimenez - President	33-1247293	3649 AIRPORT BLVD., MOBILE AL 36608

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

IL 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.

IL 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.

IL 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.

IL 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.

IL 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.

IL 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.

IL 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: Iliana Laird

Date of Application Signature: 10-06-2025

Owner/Applicant/POA Signature: POA

Title of Person Signing this Application:

Sworn to and subscribed before me this 6th day of October 2025

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

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 adverting 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:

DE MAIZ DOWNTOWN INC

dba DE MAIZ TACO CATINA

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

360 DAUPHIN STREET , 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

October 21, 2025 for application number 2025 - 5752

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

DE MAIZ DOWNTOWN INC

Trade Name (DBA)

DE MAIZ TACO CATINA

Location Address

360 DAUPHIN STREET

Zip Code

36602

Application Number

2025 - 5752

Notice Post Date @ Location

10/06/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

October 21, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY OF MOBILE

REVENUE DEPARTMENT

October 6, 2025

DE MAIZ TACO CANTINA

360 DAUPHIN STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 132578 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2154924	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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251001103028301

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: DE MAIZ TACO CANTINA **Filing Fee:** $50.00

Applicant: DE MAIZ DOWNTOWN INC **Transfer Fee:**

Location Address: 360 DAUPHIN ST MOBILE, AL 36602

Mailing Address: 360 DAUPHIN ST MOBILE, AL 36602

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-110-044

Do you sell Draft Beer?:

Date Incorporated: 11/30/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 11/30/2023

Federal Tax ID: 99-0440212 **Alabama State Sales Tax ID:** R012659295

Name:	Title:	Date and Place of Birth:	Residence Address:
RUBEN GIMENEZ	TREASURER		
ORLANDO GODOY	SECRETARY		
ARMANDO RODRIGUEZ	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ILIANA LAIRD **Home Pho**
Business Pho **Cell Phon**
Fax: **E-mail:** ICASTRO@INNOVATEGR.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: 20251001103028301

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PROPIEDAES DOWNTOWN LLC 251-554-9500
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? NO
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: 4200 Display Square Footage:
Building seating capacity: 150 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: BOTTOM FLOOR
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20251001103028301

Signature page

Initial each	
IL	In reference to law violations, I attest to the truthfulness of the responses given within the application.
IL	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
IL	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.
X	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.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
IL	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.
IL	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.
IL	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): Ilicia Laird POA

Signature of Applicant: POA

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9-26-29

Application Taken: 10-1-25 **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: 20251001103028301

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
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER MEXICAN RESTAURANTS
Is the lessor involved in any way with the alcohol beverage business?: OTHER MEXICAN RESTAURANTS
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

November 27th, 2023

Dear Mr. Rodriguez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN
NAME:RODRIGUEZ,ARMANDO
SOC:
ABI RESULT:IDENT
SID:

CERTIFIED COPY
OF
ALEA DOCUMENT

11-27-2023 10:12 ALLEA0049
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*-CIVIL APPLICANT RESPONSE- REPORT DATE: 11-27-2023
*NAME STATE ID NO. FBI ID NO.
*RODRIGUEZ,ARMANDO
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*M U 601 220 BRO BLK MM
*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES
* RODRIGUEZ-GODOY,ARMANDO
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
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APPLICANT

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LAST NAME NAM | FIRST NAME | MIDDLE NAME

RODRIGUEZ, ARMANDO

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SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

4097 Blue Heron Rdg
Mobile, AL. 36693

ALIASES AKA

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DATE OF BIRTH DOB Month Day Year

CITIZENSHIP CTZ	SEX	RACE	HGT.	WGT.	EYES	HAIR	PLACE OF BIRTH POB
	M	U	601	220	BRO	BLK	MM

DATE 1-27-2023

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS Angela Knight

YOUR NO. OCA

EMPLOYER AND ADDRESS

UNIVERSAL CONTROL NO. UCN

ARMED FORCES NO. MNU

REASON FINGERPRINTED

SECURITY CLEARANCE

SOCIAL SECURITY NO. SOC

MISCELLANEOUS NO. MNU

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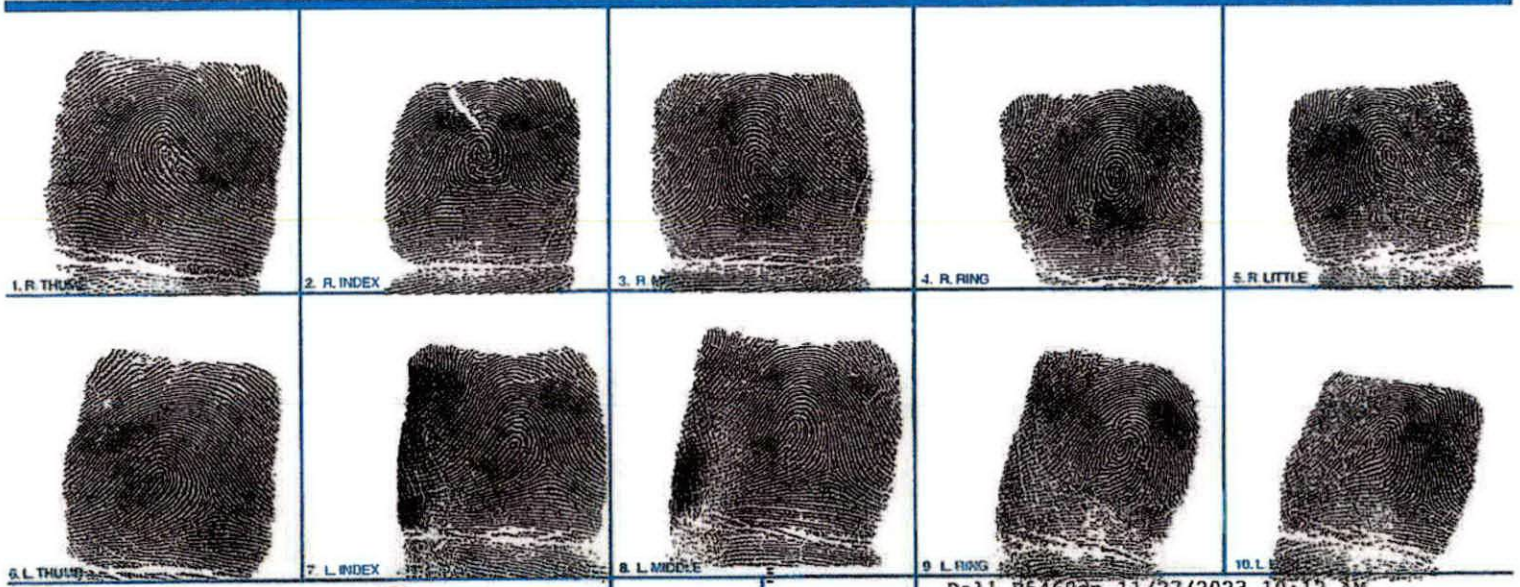

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APPLICANT

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TCN: 8002307725

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LAST NAME NAM FIRST NAME MIDDLE NAME

RODRIGUEZ, ARMANDO

SIGNATURE OF PERSON FINGERPRINTED

ALIASES AKA

ORI ALAST0000

RESIDENCE OF PERSON FINGERPRINTED

4024 Blue Heron Rdg
Mobile, AL 36693

DATE OF BIRTH DOB Month Day Year

CITIZENSHIP CTZ

SEX	RACE	HGT.	WGT	EYES	HAIR	PLACE OF BIRTH POB
M	U	601	220	BRO	BLK	MM

DATE 1-27-2023

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YOUR NO. OCA

EMPLOYER AND ADDRESS

UNIVERSAL CONTROL NO. UCN

ARMED FORCES NO. MNU

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CLASS

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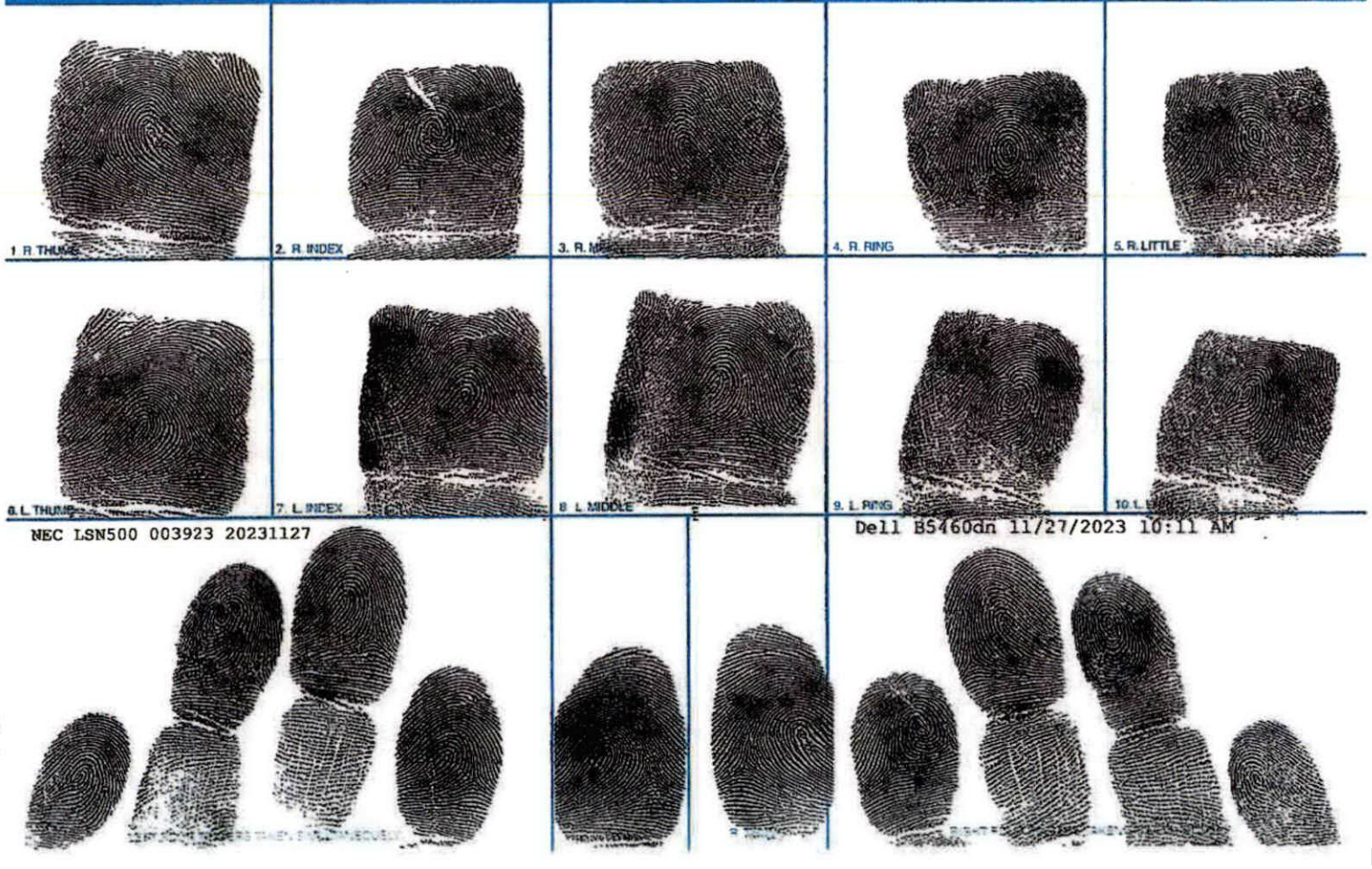
REASON FINGERPRINTED

SECURITY CLEARANCE

SOCIAL SECURITY NO. SOC

MISCELLANEOUS NO. MNU



ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

November 27th, 2023

Dear Mr. Godoy,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:8
NAME:GODOY,ORLANDO
SO
ABI RESULT:IDENT
SID

CERTIFIED COPY
OF
ALEA DOCUMENT

11-27-2023 09:59 ALLEA0049
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*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 11-27-2023
*NAME STATE ID NO. FBI ID NO.
*GODOY,ORLANDO
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*M W 502 165 GRN BLK MM
*SOCIAL SECURITY SCARS-MARKS-TATTOOS
*ALIAS NAMES
* GODDY,ORLANDO
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
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SEQ # 409 MRI

APPLICANT
* See Privacy Act Notice on Back

TCN: 8002307724
FD-258 (Rev. 5-15-17) 1110-0046

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SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED
459 AUGUSTA DRIVE EAST, MOBILE, AL 36695

DATE
1-27-2023

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

EMPLOYER AND ADDRESS

REASON FINGERPRINTED
STATE ONLY

LAST NAME NAM
GODOY, ORLANDO

FIRST NAME

MIDDLE NAME

ALIASES AKA

ORI
ALAST0000

DATE OF BIRTH DOB
Month Day Year

CITIZENSHIP CTZ	SEX	RACE	HGT.	WGT.	EYES	HAIR	PLACE OF BIRTH POB
US	M	W	602	165	GRN	BLK	MM

YOUR NO. OCA

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO MNU

SOCIAL SECURITY NO. SOC

MISCELLANEOUS NO MNU

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CLASS

REF

APPLICANT

* See Privacy Act Notice on Back

TCN: 8002307724

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SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

459 AUGUSTA DRIVE EAST, MOBILE, AL 36695

DATE 1-27-2023

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

EMPLOYER AND ADDRESS

REASON FINGERPRINTED

STATE ONLY

LAST NAME NAM FIRST NAME MIDDLE NAME

GODOY, ORLANDO

ALIASES AKA

ORI ALAST0000

DATE OF BIRTH DOB Month Day Year

CITIZENSHIP CTZ	SEX	RACE	HGT.	WGT.	EYES	HAIR	PLACE OF BIRTH POB
US	M	W	602	165	GRN	BLK	MM

YOUR NO. OCA

UNIVERSAL CONTROL NO. UCN

ARMED FORCES NO. MNU

SOCIAL SECURITY NO. SOC

MISCELLANEOUS NO. MNU

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CLASS

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ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

November 27th, 2023

Dear Mr. Gimenez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:048231127100826
NAME:GIMENEZ,RUBEN
SOC:422297744
ABI RESULT:IDENT
SID

CERTIFIED COPY
OF
ALEA DOCUMENT

11-27-2023 10:17
*ATN/TCN048231127100826
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SII
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 11-27-2023 *
*NAME STATE ID NO. FBI ID NO. *
*GIMENEZ,RUBEN *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M U 00 170 BRO BLK *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
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APPLICANT
* See Privacy Act Notice on Back

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TCN: 8012305122

FD-258 (Rev. 5-15-17) 1110-0046

LAST NAME NAM: GIMENEZ, RUBEN

FIRST NAME

MIDDLE NAME

SIGNATURE OF PERSON FINGERPRINTED: Ruben Gimenez

RESIDENCE OF PERSON FINGERPRINTED: 3073 Isle of Palms Dr W Mobile, AL 36695

ALIASES AKA

ORI: ALAST0000

DATE OF BIRTH (Month Day Year) DOB

CITIZENSHIP CTZ	SEX	RACE	HGT.	WGT.	EYES	HAIR	PLACE OF BIRTH POB
	M	U	600	170	BRO	BLK	MM

DATE: 1-27-2023

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

YOUR NO. OCA

EMPLOYER AND ADDRESS

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO. MNU

REASON FINGERPRINTED: SECURITY CLEARANCE

SOCIAL SECURITY NO. SOC

MISCELLANEOUS NO MNU

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CLASS

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NEC LSAN500 3923 20231127

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APPLICANT

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TYPE OR PRINT ALL INFORMATION IN BLACK

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TCN: 8012305122

FD-258 (Rev. 5-15-17) 1110-0046

LAST NAME NAM | FIRST NAME | MIDDLE NAME

GIMENEZ, RUBEN

SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

3073 Isle of Palms Dr W
Mobile, AL 36695

DATE 1-27-2023

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

EMPLOYER AND ADDRESS

REASON FINGERPRINTED

SECURITY CLEARANCE

ALIASES AKA

ORI ALAST0000

DATE OF BIRTH DOB (Month Day Year)

CITIZENSHIP CTZ	SEX	RACE	HGT.	WGT.	EYES	HAIR	PLACE OF BIRTH POB
	M	U	600	170	BRO	BLK	MM

YOUR NO. OCA

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO. MNU

SOCIAL SECURITY NO. SOC

MISCELLANEOUS NO. MNU

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CLASS

REF

NEC LSAN500 3923 20231127

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DE MAIZ DOWNTOWN, INC

Dba De Maiz Taco Cantina

POWER OF ATTORNEY

By affixing my signature below I, Armando Rodriguez-President of De Maiz Downtown, Inc. , located at 360 Dauphin Street, Mobile, AL 36602,make, constitute, and appoint, Iliana M Laird, residing at 9653 Chambers Dr., Mobile, AL 36695, my true and lawful attorney in fact, for me and in my name and stead, and to my use, for the purpose of obtaining a City of Mobile and Mobile County permit liquor license . I hereby give to my attorney full authority and power to do anything and everything whatsoever required or obligated to be done, at least to the extent I could or might do, with full power of substitution and revocation. I hereby confirm and sanction all that said attorney shall lawfully do or cause to be done, acting on my behalf and in my stead.

Signed this 17th day of September 2025.

Armando Rodriguez-President

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Armando Rodriguez, whose name is signed to the aforegoing document, and who acknowledged to me that he signed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 17th day of September 2025.

NOTARY PUBLIC

My commission expires

★ STATE OF MISSISSIPPI ★
LAUREN GLENN, NOTARY PUBLIC
JACKSON COUNTY
MY COMMISSION EXPIRES APRIL 18, 2027
COMMISSION NUMBER 347855

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

   De Maiz Downtown, Inc.

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the corporation:

   5805 Hwy. 90, Unit B Theodore, AL 36582

   Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): Orlando Godoy

   Street (**No PO Boxes**) address of registered office (must be located in Alabama):

   5805 Highway 90, Unit B Theodore, AL 36582

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-110-044 D/C

Date	11/30/2023
Time	11:47:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

own and operate restaurant _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value 0.01 (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

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Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

11 / 30 / 2023

Date (MM/DD/YYYY)

Todd L. Denison

Signature as required by 10A-2A-1.20

Incorporator

Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
Todd L Denison	101 Dauphin Street, Suite 1000 Mobile, AL 36602	PO Box 2727 Mobile, AL 36652

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:

De Maiz Downtown, Inc.

This name reservation is for the exclusive use of Todd L. Denison, PO Box 2727, Mobile, AL 36652 for a period of one year beginning November 30, 2023 and expiring November 30, 2024

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.

November 30, 2023

Date

Wes Allen **Secretary of State**

RES127018

BYLAWS

OF

DE MAIZ DOWNTOWN, INC.

PD.43812143.1

BYLAWS

OF

DE MAIZ DOWNTOWN, INC.

ARTICLE I
Offices

The principal office of the Corporation in the State of Alabama shall be located in the City of Theodore, County of Mobile. The Corporation may have such other offices, either within or without the State of Alabama as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation, required by the Alabama Business Corporation Act to be maintained in the State of Alabama may be, but need not be, identical with the principal office in the State of Alabama, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
Shareholders

Section 2.1 *Annual Meeting.* The annual meeting of the Shareholders shall be held on the first Monday in December at such hour as designated by the notice thereof, or such other time on such other day as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the meeting shall be a legal holiday in the State of Alabama, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as conveniently may be.

Section 2.2 *Special Meetings.* Special meetings of the Shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-fourth (1/4) of all outstanding shares of the Corporation entitled to vote at the meeting.

Section 2.3 *Place of Meeting.* The Board of Directors may designate any place, either within or without the State of Alabama as the place of meeting for any annual meeting of Shareholders or for any special meeting of Shareholders called by the Board of Directors. If no designation is made, the place of meeting shall be the principal office of the Corporation in the State of Alabama.

Section 2.4 *Notice of Meeting.* Written notice stating the date, time and place of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by law, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by mail, by telecopier, by facsimile transmission, or by any means allowable under the Alabama Business Corporation Act or the general corporation law of the State of Alabama, by or at the direction of the President, or the Secretary, or the Officer or other persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Shareholder at his or her address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

Section 2.5 *Fixing of Record Date.* For the purpose of determining the Shareholders entitled to notice of a shareholder's meeting, to demand a special meeting, to vote or to take any other action, the Board of Directors of the Corporation may fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than seventy (70) days before the meeting or action requiring a determination. If no record date is fixed by the Board of Directors, the date on which notice of the meeting is mailed or sent, or the date the Board of Directors adopts a resolution to take such other action, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this section 2.5, such determination shall apply to any adjournment thereof; provided however, that the Board of Directors shall fix a new record date if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 2.6 *Shareholders List.* After fixing a record date for a meeting, the Officer or agent having charge of the stock transfer books for shares of the Corporation shall prepare an alphabetical list of the names of all Shareholders who are entitled to notice of a shareholders' meeting. The list must be arranged by voting group, if applicable, and show the address and number of shares held by each Shareholder. The Officer or agent shall make the list available for inspection by any Shareholder beginning two (2) days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Corporation's principal office, or if the Corporation's principal office is located outside of the State of Alabama, at its

registered office. A Shareholder, or his or her agent or attorney is entitled on written demand to inspect and, for the proper purpose, to copy the list, during regular business hours at his or her expense, during the period it is available for inspection.

Section 2.7 *Quorum.* A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 2.8 *Proxies.* At all meetings of Shareholders, a Shareholder may vote in person or by proxy. A Shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her duly authorized attorney-in-fact. Such appointment form shall be filed with the Secretary of the Corporation before or at the time of the meeting. No appointment shall be valid after eleven months from the date of its execution, unless otherwise provided in the appointment form. Each appointment of proxy shall be revocable unless conspicuously provided therein to be irrevocable and/or otherwise made irrevocable by law.

Section 2.9 *Voting of Shares.* Subject to the provisions of Section 2.10 of this Article II, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders.

Section 2.10 *Voting of Shares by Certain Holders.* The shares of the Corporation are not entitled to a vote if the shares are owned by another corporation and the Corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the other corporation except as may be provided by law.

Notwithstanding the foregoing, shares held by an administrator, executor, guardian or conservator (or otherwise in a fiduciary capacity) may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

A Shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledge shall be entitled to vote the shares so transferred.

Section 2.11 *Informal Action by Shareholders.* Any action required or permitted to be taken at a meeting of the Shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III
Board of Directors

Section 3.1 *General Powers.* The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 3.2 *Number, Tenure and Qualifications.* The number of Directors of the Corporation shall be not less than one (1). Each Director shall hold office until the next annual meeting of Shareholders and until his or her successor shall have been elected and qualified. Each Director must be a natural person of the age of at least nineteen (19) years, but need not be a resident of the State of Alabama or a Shareholder of the Corporation.

Section 3.3 *Regular Meetings.* A regular meeting of the Board of Directors shall be held, without other notice than this Bylaw, immediately after and at the same place as the annual meeting of Shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 3.4 *Special Meetings.* Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors.

Section 3.5 *Notice of Special Meetings.* Notice of the date, time and place of any special meeting shall be given at least two (2) days prior thereto by written notice delivered personally or by mail or private carrier to each Director at his or her business address. Such notice shall be deemed to be delivered at the earliest of the following: when received; five (5) days after it is deposited in the United States mail, so addressed, with postage thereon prepaid; or on the date shown on the signed return receipt, if sent by registered or certified mail, return receipt requested. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because

the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 3.6 *Place of Meeting.* The Board of Directors (or other person calling a meeting) may designate any place, either in or out of the State of Alabama, as the place of the meeting for any regular or special meeting of the Board of Directors. Any or all directors may participate in a meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting.

Section 3.7 *Quorum.* A majority of the number of Directors fixed by Section 3.2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 3.8 *Manner of Acting.* The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.9 *Order of Business.* The order of business at all regular meetings, and so far as practicable at special meetings, of the Directors shall be as follows:

(1) Call to order.

(2) Proof of due notice (if necessary) of the meeting by the Secretary.

(3) Roll call.

(4) Announcement of a quorum.

(5) Reading, or waiver thereof, correction, and approval of the minutes of the previous meeting.

(6) Announcements.

(7) Reports of officers.

(8) Reports of committees.
(9) Election of Officers.

(10) Old or unfinished business.

(11) New business.

(12) Adjournment.

Section 3.10 *Action Without a Meeting.* Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Action taken without a meeting shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

Section 3.11 *Vacancies.* Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors, except that any vacancy resulting from an increase in the number of Directors may be filled only by the Shareholders at the next annual meeting or at a special meeting of the Shareholders called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.12 *Compensation.* By resolution of the Board of Directors, each Director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 3.13 *Presumption of Assent.* A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV
Officers

Section 4.1 *Number.* The Officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors.

Such other Officers and assistant Officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any ___ or more offices may be held by the same person.

Section 4.2 *Election and Term of Office.* The Officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Shareholders. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 4.3 *Removal.* Any Officer or agent may be removed by the Board of Directors at any time with or without cause. Such removal shall not affect the contract rights, if any, of the person so removed. Election or appointment of an Officer or agent shall not of itself create contract rights.

Section 4.4 *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors, and the officer so elected shall hold office until his or her successor is chosen and qualified.

Section 4.5 *President.* The President shall be the Chief Executive Officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President may sign, with the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4.6 *The Vice-Presidents.* In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President and shall perform such other

duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 4.7 *The Secretary.* The Secretary shall: (a) keep the minutes of the proceedings of the Shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post office address of each Shareholder which shall be furnished to the Secretary by such Shareholder; (e) sign with the President, or a Vice-President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 4.8 *The Treasurer.* The Treasurer shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipt for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 4.9 *Assistant Secretaries and Assistant Treasurers.* The Assistant Secretaries, when authorized by the Board of Directors, may sign with the President or a Vice-President certificates for shares of the Corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

Section 4.10 *Salaries.* The salaries of the Officers shall be fixed from time to time by the Board of Directors and no Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Corporation.

ARTICLE V
Contracts, Loans, Checks and Deposits

Section 5.1 *Contracts.* The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 5.2 *Loans.* No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 5.3 *Checks, Drafts, etc.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 5.4 *Deposits.* All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
Certificates for Shares and their Transfer

Section 6.1 *Certificates for Shares.* Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary and sealed with the corporate seal or a facsimile thereof. The signatures of such Officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the Corporation itself or one of its employees. Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or

mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 6.2 *Transfer of Shares.* Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

ARTICLE VII
Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December in each year, unless another date shall be fixed by resolution of the Board of Directors.

ARTICLE VIII
Dividends

The Board of Directors may, from time to time, declare and the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE IX
Corporate Seal

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation.

ARTICLE X
Waiver of Notice

Whenever any notice is required to be given to any Shareholder or Director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Alabama Business Corporation Act, a

waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI
Amendments

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting, provided, however that the Board of Directors may not alter, amend or repeal any by-law establishing what is a quorum of a shareholders meeting.

ARTICLE XII
Indemnification

Section 12.1 (a) *Right to Indemnification.* Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a proceeding), by reason of the fact that he or she is or was a director, officer, or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans (hereinafter an indemnitee), whether the basis of the proceeding is alleged action in an official capacity as a director, officer, employee, or agent or in any other capacity while serving as a director, officer, employee, or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Alabama Business Corporation Act and the general corporation law of the State of Alabama, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that the amendment permits the Corporation to provide broader indemnification rights than that law permitted the Corporation to provide prior to any such amendment), against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties, and amounts paid in settlement) reasonably incurred or suffered by the indemnitee in connection therewith, and the indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the indemnitee's heirs, executors, and administrators; provided, however, that, except as provided in subparagraph (b) below with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding

(or part thereof) initiated by the indemnitee only if the proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this subparagraph (a) shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an advancement of expenses); provided, however, that, if the Alabama Business Corporation Act or the general corporation law of the State of Alabama requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by the indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of the indemnitee, to repay all amounts so advanced if it ultimately shall be determined by final judicial decision from which there is further right to appeal that the indemnitee is not entitled to be indemnified for those expenses under this subparagraph (a) or otherwise (hereinafter an undertaking).

(b) *Right of Indemnitee to Bring Suit.* If a claim under subparagraph (a) above is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee at any time thereafter may bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending that suit. In any suit brought by the indemnitee to enforce a right to indemnifications hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses), it shall be a defense that the indemnitee has not met the applicable standard of conduct set forth in the Alabama Business Corporation Act or the general corporation law of the State of Alabama. In any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Alabama Business Corporation Act or the general corporation law of the State of Alabama. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of the suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Alabama Business Corporation Act or the general corporation law of the State of Alabama, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to the suit. In any suit brought by the indemnitee to

enforce a right hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to the advancement of expenses under this Article XII or otherwise shall be on the Corporation.

(c) *Nonexclusivity of rights.* The right to indemnification and to the advancement of expenses conferred in this Article XII shall not be exclusive of any other right that any person may have or hereafter may acquire under any statute, Articles of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors, or otherwise.

(d) *Insurance.* The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation or another corporation, partnership, joint venture, trust, or other enterprise against any expenses, liability, or loss, whether or not the Corporation would have the power to indemnify that person against the expense, liability, or loss under the Alabama Business Corporation Act and the general corporation law of the State of Alabama.

(e) *Indemnification of Agents of the Corporation.* The Corporation, to the extent authorized from time to time by the Board of Directors, may grant rights to indemnification and to the advancement of expenses, to any agent of the Corporation to the fullest extent of the provisions of this Article XII with respect to the indemnification and advancement of expenses of directors, officers, and employees of the Corporation.

Section 12.2 *Invalidity.* If any of the indemnification provisions of Article XII shall be held invalid, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if not possible, shall be deemed severable and shall not defeat the remaining provisions.

ARTICLE XIII
General Provisions

Section 13.1 *Financial Report to Shareholders.* The Board of Directors shall cause an annual report to be sent to the shareholders not later than one hundred twenty (120) days after the close of the fiscal year.

Section 13.2 *Contents of Annual Reports.* The annual report shall include the following financial statements prepared so as to represent fairly the corporation's financial condition and the result of its operations:

(1) a balance sheet as of closing date;

(2) statement of income and surplus for such year ended on closing date; and

(3) such other information as the Directors shall determine.

Section 13.3 *Preparation of Financial Statements.* The financial statements shall have been examined in accordance with generally accepted accounting principles by an independent certified public accountant of any State or territory of the United States or by a firm thereof, and shall be accompanied by such accountant's or firm's opinion as to the fairness of the presentation of the financial statements. They shall be prepared in a form sanctioned by generally accepted accounting principles for the particular kind of business carried on by the corporation.

Section 13.4 *Reliance on Corporate Records.* Any Officer or Director may rely and act upon information contained in the corporate records maintained by the Secretary and Treasurer of the Corporation. Unless he or she has actual knowledge that such information is incorrect, he or she shall not be liable to the Corporation or any person for any action based upon such information.

Certificate as to the
Bylaws of the Corporation

I, **ORLANDO GODOY**, Secretary of **DE MAIZ DOWNTOWN, INC.**, do hereby certify that the above is a true, correct and complete copy of the Bylaws of the Corporation as such Bylaws were adopted by the Shareholders of the Corporation on the _____ day of _____, 2023.

ORLANDO GODOY, Secretary

ATTEST:

ARMANDO RODRIGUEZ, President

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IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-02-2024

Employer Identification Number:
99-0440212

Form: SS-4

Number of this notice: CP 575 A

DE MAIZ DOWNTOWN INC
% ORLANDO GODOY
5805 HIGHWAY 90 UNIT B
THEODORE, AL 36582

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 99-0440212. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2024
Form 940	01/31/2025
Form 1120	04/15/2024

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:

DE MAIZ DOWNTOWN INC
5805 HIGHWAY 90 UNIT B
THEODORE, AL 36582-1609

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012659295	11/1/2025	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.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 722511

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

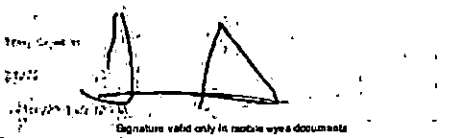
Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	DeMaiz Taco Cantina	**Inspection Date:**	8/21/2025
Address:	360 DAUPHIN Street	**InspectionType:**	Life Safety
City:	Mobile	**Inspected By:**	Tony Sessions
Suite:			

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space.
Pass		IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.2 - Cooking that produces grease vapors shall not be allowed in a commercial business without correct fire protection and ventilation.
Pass		IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.3 - Commercial cooking equipment is operating as intended, maintained, and clean from grease accumulation.
Pass		IFC 2021 SECTION 901 GENERAL	901.6 - Fire protection systems maintenance.
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required.
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.4.2 - Class K portable fire extinguishers for deep fat fryers.
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.2 - Extinguishers - annual certification.
Pass		IFC 2021 SECTION 912 FIRE DEPARTMENT CONNECTIONS	912.4 - Access to fire department connections.
Pass		IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress.
Pass		IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required.
Pass		IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source.

If you have any questions, please contact our office.

Inspector:



Tony Sessions
8/21/2025

Ref: 31272

MOBILE COUNTY HEALTH DEPARTMENT
FOOD SERVICE ESTABLISHMENT INSPECTION REPORT
ALABAMA DEPARTMENT OF PUBLIC HEALTH (251) 690-8116

SCORE 97

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of _____ days. Failure to comply with this notice may result in cessation of food service food store operations. **PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.**

ESTABLISHMENT NAME	De Mare Taco Cantina	OWNER OR MANAGER NAME	De Mare Inc.
ADDRESS	760 Dauphin Street	Mobile, AL	ZIP CODE

PERMIT NUMBER	MONTH	DAY	YEAR	TIME IN	TIME OUT	TYPE OF INSPECTION
028649	08	25	2025	11:05	13:30	☐1. REGULAR ☐2. SPECIAL ☐3. TEMPORARY ☐4. CLOSE-OUT

GRID	INSP #	PRIORITY CATEGORY	PERMITTED	SMOKE FREE	GREASE TRAP LID SECURE	LEGAL NOTICE	NO. OF P/PF ITEMS
08 13	82		YES NO	YES NO	YES NO N/A	YES NO	

OK For Business License

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler Card.	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes; Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

5*	Safe; Source; Not adulterated; Food separated, protected from contamination. Tasting. Returned, reservice of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition. Segregation. Handling. Receiving frozen foods. Date marking. Required documentation: ROP, Variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning; Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements. Catfish. Seafood.	4
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering temperature indicator, and chemical test papers.	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency. Methods.	1
18	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	1
19	Warewashing facilities: designed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	5
25*	Sewage, grease disposal: system approved; Flushed.	5
26*	Cross connection; Back siphonage; Backflow.	5
27	Water: pressure, capacity, sampling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/drying devices. Toilet tissue.	4
28	Plumbing: fixtures clean, designed, operated, maintained. Service sink provided. Handwashing signage. Toilet rooms constructed. Toilets: number, location. Other liquid wastes properly disposed.	1
29	Refuse, recyclables, and returnables. Outdoor/Indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal method.	1

PHYSICAL FACILITIES

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	4
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic tracking powder.	1
33	Maintaining premises: free of litter and unnecessary items, harborage.	1
34	Floors, walls, ceilings, attached equipment: clean. Outer openings protected. Surface characteristics, indoor, outdoor: maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	2
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Living /sleeping quarters separation.	1
37	Cleaning, maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

38*	Toxic or poisonous items; Medicines; First aid materials: stored, labeled, used. Other personal care items: stored, labeled. Toxic or poisonous materials separation.	5

INSPECTED BY:
Name: Watson

RECEIVED BY:
Name:
Title:

REMARKS

18. Repair gasket on reach-in cooler @ bar
26. Repair leak @ ceiling by ice machine
29. dumpster lid must be closed at all times

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

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

Full sit down Mexican Restaurant, located at 360 Dauphin Street, Mobile AL 36602

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **De Maiz Downtown Inc**

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 than an application for sale of alcohol is being considered for this location.

★ STATE OF MISSISSIPPI ★
LAUREN GLENN, NOTARY PUBLIC
JACKSON COUNTY
MY COMMISSION EXPIRES APRIL 18, 2027
COMMISSION NUMBER 347855

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 29 day of September 20 25

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Lauren Glenn		April 18, 2027

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Propiedades Downtown LLC	**Armando Rodriguez**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
5805 Hwy 90 - Unit B	**360 Dauphin Street**
City, State, Zip	City, State, Zip
Theodore AL 36582	**Mobile AL 36602**
Date Agreement Signed	Date Agreement Signed
09/01/2025	**09/01/2025**

Revision Date 10.23.2023

| Application Property Ownership

Mobile County Property Search

Key Number: 762080 For Year 2025

Property Details

Account	
Key Number:	762080
Legal Description:	COMG NE COR DAUPHIN & FRANKLIN STS TH ELY 46.5 FT TO BEG TH CONT ELY 58 FT(S) TH NLY 179 FT(S) TH WLY 104 FT(S) TH SLY 99 FT(S) TH ELY 46.5 FT TH SLY 80.75 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 011
Parcel Number:	2906400011082XXX
Type:	Real
Property Class:	2
Location	
Address:	360 DAUPHIN ST MOBILE, AL 36602-2420
Owner	
Name:	PROPIEDADES DOWNTOWN LLC
Mailing Address:	5805 HIGHWAY 90 # B THEODORE , AL 36582-1609
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$1,273,800
Land Value:	$210,400
Appraised Value:	$1,484,200
Taxable Value:	$1,484,200
Assessed Value:	$296,840

VALUES DISPLAYED ARE 2025 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

My Place

City of Mobile ... GIS Data

Information for Address: 360 Dauphin St

Search for New Ad...

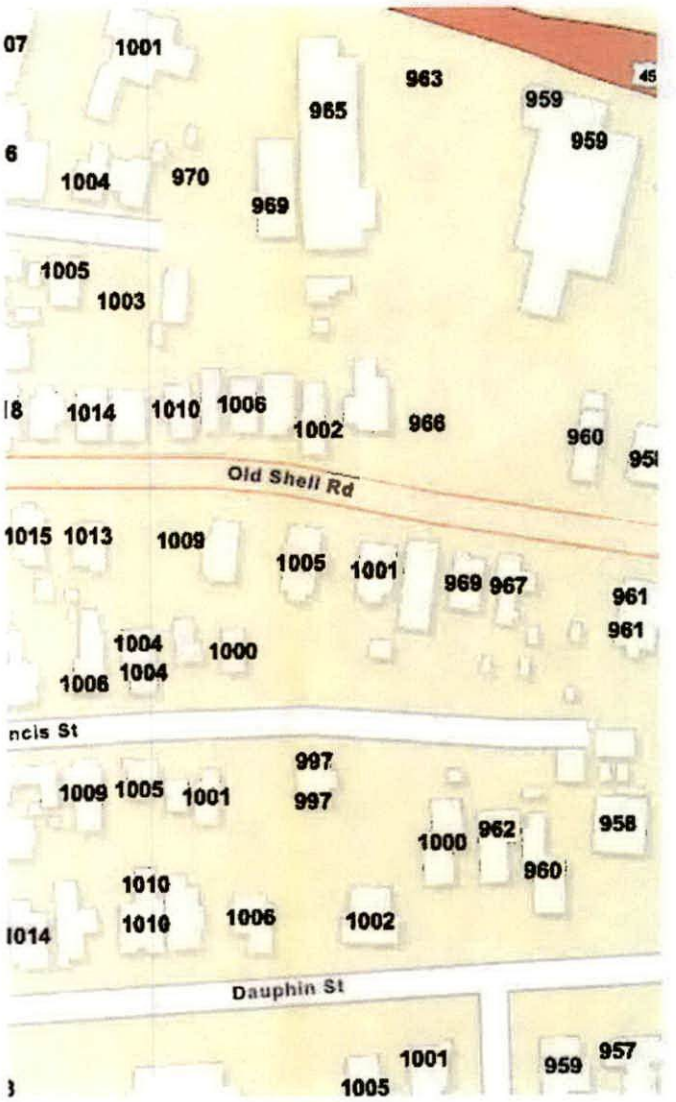
Parcel Owner / Mailing Address:
Propiedades Downtown Llc
5805 Highway 90 # B
Theodore, Al 36582
Parcel Information:
Parcel: R022906400011082.000 / 762080
Parcel Jurisdiction:
Mobile City Limits
Neighborhood Renewal District:
Address is not within a Neighborhood Renewal District
Historic District:
(Lower Dauphin Street)
PLS Section:
4S1W23
Census Tract:
000200
Zipcode:
36602

--- Public Services ---

Garbage Pickup:
(Commercial Mon, Thu, Sat Residential - Tue / Loop)
Trash Pickup:
(Monday North / 1-TD-10)
Fire District:
(Fire Central Station 3)
Police Precinct/Beat:
(Precinct 5 Beat 50)

--- Political ---

City Council District:
District: (2)
Current: William Carroll - (251) 208-7441
County Commissioner District:
District: (1)
State House District:
District: (97)
State Senate District:
District: (33)



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results
obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

Application Support

Copyright: City of Mobile

LEASE AGREEMENT

This lease agreement ("Lease"), dated January 1st, 2025 (the "Effective Date"), is made by and between **Propiedades Downtown, LLC**, an Alabama limited liability company (herein called "Lessor"), and **De Maiz Downtown, Inc.**, an Alabama corporation (herein called the "Lessee").

1. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property, including the land and all improvements therein, situated at 360 Dauphin Street, Mobile, Alabama 36602 (the "Premises").

2. Term. The term of this Lease shall commence on the Effective Date and terminate at midnight, central time on December 31, 2029, unless sooner terminated pursuant to any provision hereof.

3. Rent Commencement Date. Lessee's obligation to pay rent shall commence at the earlier of: (i) February 1, 2025, and (ii) the date on which Lessee opens its business on the Premises to the public (the "Rent Commencement Date").

4. Rent. Beginning on the Rent Commencement Date, Lessee shall pay to Lessor as rent for the Premises, monthly payments of $8,000.00 in advance, on the 5th day of each calendar month. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

5. Special Net Lease. This Lease is what is commonly called a "Net, Net, Net Lease", it being understood that the Lessor shall receive the rent set forth in Section 4 above free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to payment of rent, Lessee shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the term hereof. All of such charges costs and expenses shall constitute additional rent, and upon the failure of Lessee to pay any of such costs, charges or expenses, Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Lessee, and that Lessee shall in no event be entitled to any abatement of or reduction in rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

6. Use of Premises.

6.1 Use. During the term of this Lease and any extension thereof, the Premises shall be used and occupied only for a use as a restaurant. Lessee shall not use or occupy the Premises for any other use or purpose without Lessor's consent.

6.2 Compliance with Law. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the

[SIGNATURE PAGE TO LEASE AGREEMENT]

LESSOR:

PROPIEDADES DOWNTOWN LLC, an Alabama limited liability company

By: _____
Name: Orlando Godoy
Title: member

Address: 5805 Highway 90, Unit B,
Theodore, AL 36582

STATE OF AL

COUNTY OF Mobile

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Orlando Godoy, whose name as member of **PROPIEDADES DOWNTOWN LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the 17th day of December 2024.

_____
Notary Public
My commission expires: 04/11/2027

[SIGNATURE PAGE TO LEASE AGREEMENT]

LESSEE:

DE MAIZ DOWNTOWN, INC., an Alabama corporation

By: _____
Name: Armando Rodriguez
Title: member

Address: 360 Dauphin Street
Mobile, AL 36602

STATE OF AL

COUNTY OF Mobile

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Armando Rodriguez, whose name as Member of **DE MAIZ DOWNTOWN, INC.**, an Alabama 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 such agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the 27th day of December, 2024.

_____
Notary Public
My commission expires: 04/11/2027

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☑ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☑ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
De Maiz Downtown Inc	deMaiz Taco Cantina

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
360 Dauphin Street	Mobile	AL	36602

Business Contact Person Information

Name	Title	Phone	Email
Armando Rodriguez	Owner	(251)648-8053	arg69@att.net

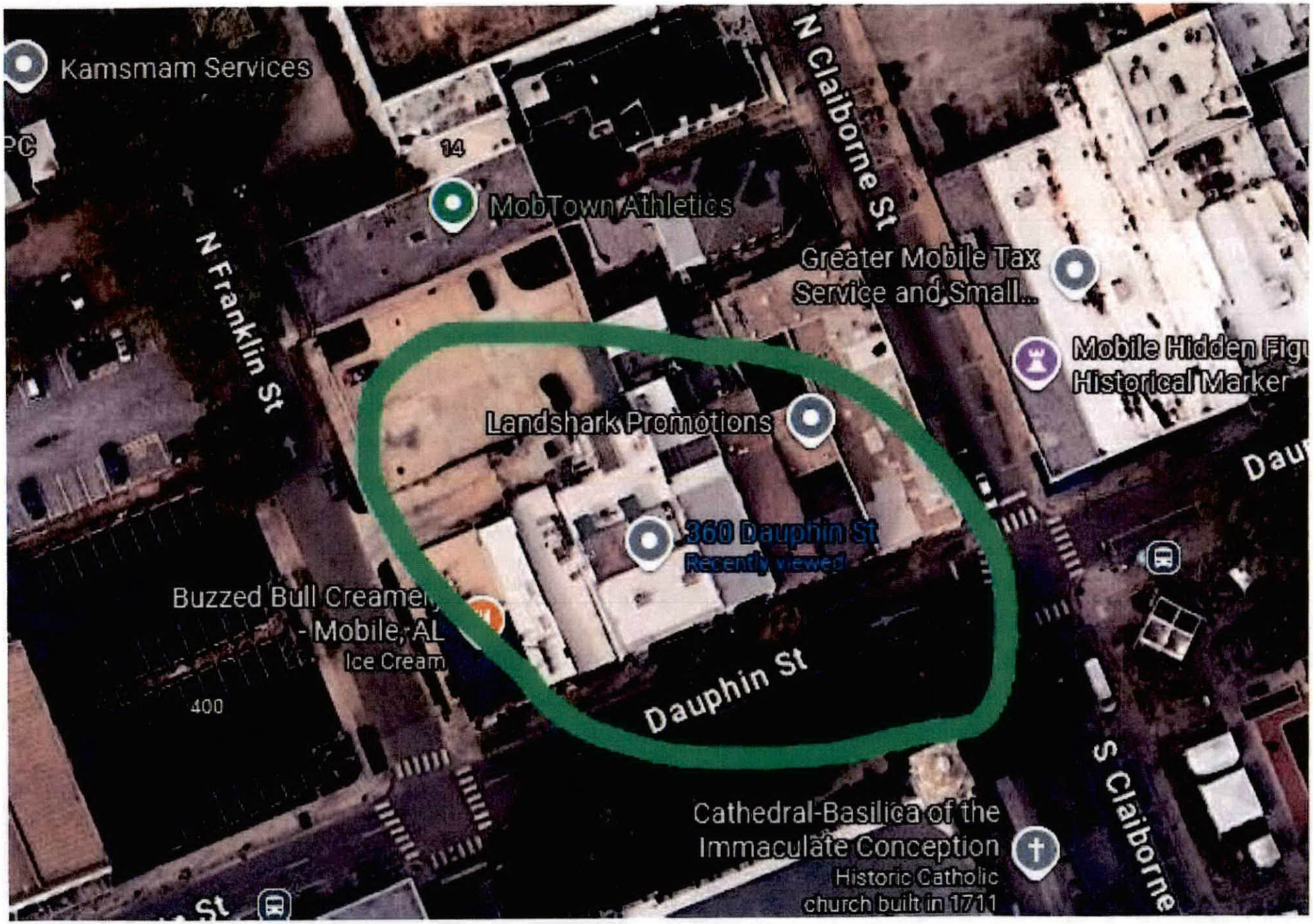
URBAN DEVELOPMENT DEPARTMENT USE ONLY

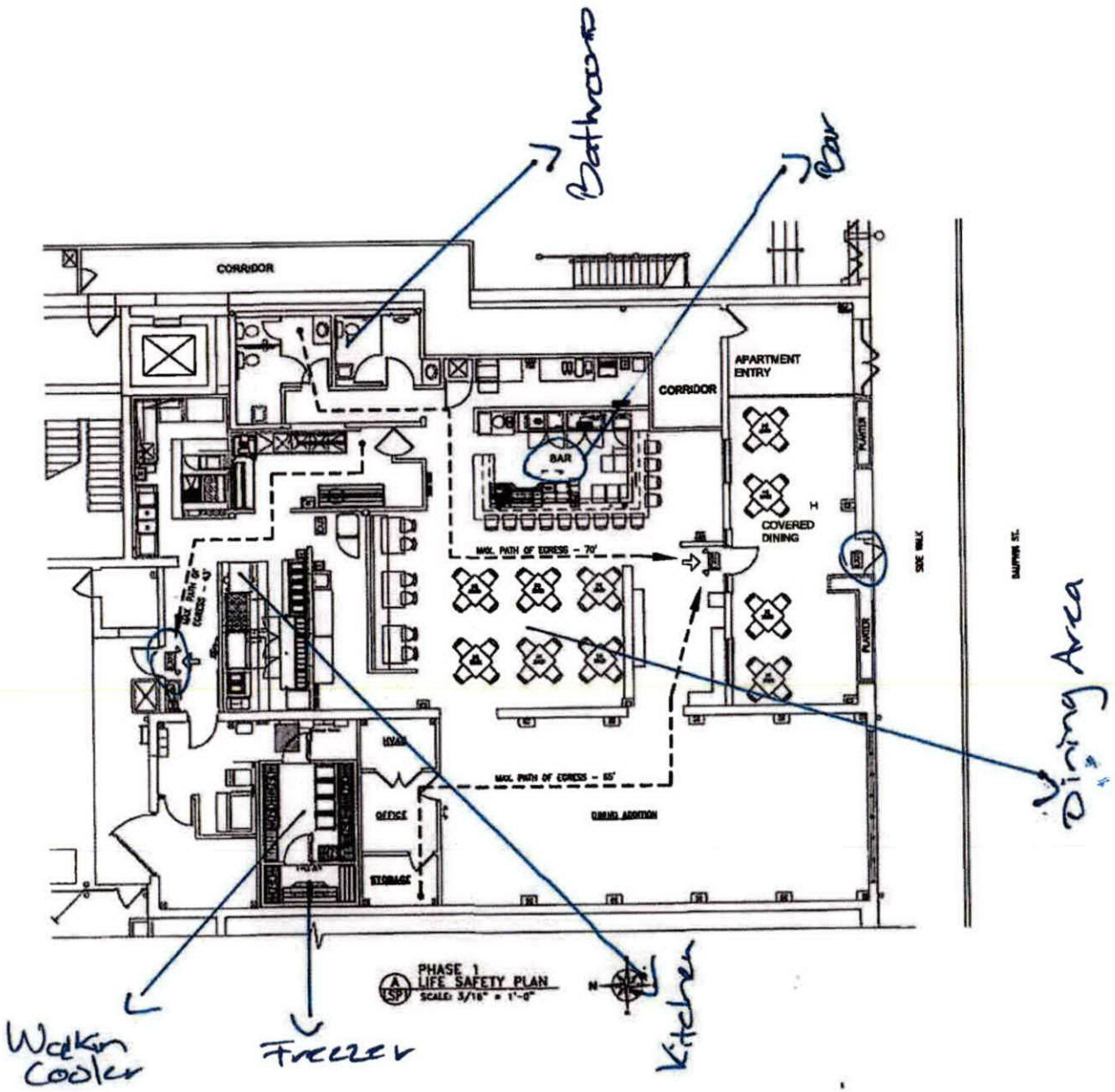
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
4200	N/A	N/A	✓	T-5.1	✓

Comments

WITHIN D.D.D. NO ON-SITE PARKING REQUIRED

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	10.6.2025


Kamsmam Services
14
MobTown Athletics
N Claiborne St
N Franklin St
Greater Mobile Tax Service and Small...
Mobile Hidden Figu
Historical Marker
Landshark Promotions
360 Dauphin St
Recently viewed
Buzzed Bull Creamer
- Mobile, AL
Ice Cream
400
Dauphin St
Cathedral-Basilica of the Immaculate Conception
Historic Catholic church built in 1711
S Claiborne



APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE
2021 INTERNATIONAL PLUMBING CODE
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL FUEL GAS CODE
2020 NATIONAL ELECTRICAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE

2018 IBC

BUILDING OCCUPANCY	GROUP A2 – ASSEMBLY (RESTAURANT) (303.3)	
BUILDING CONSTRUCTION	TYPE IIB	(TABLE 601)
ALLOWABLE AREA ACTUAL AREA	28,500 SF 3,393 SF	(TABLE 506.2)
ALLOWABLE HEIGHT ACTUAL HEIGHT	75 FT 29 FT	(TABLE 504.4)
ALLOWABLE STORIES ACTUAL STORIES	1 1	(TABLE 504.3)
DESIGN WIND SPEED	N/A (EXISTING BUILDING)	
OPENINGS	(EXISTING)	
FIRE SUPPRESSION SYSTEM	ANSUL AT HOOD	
FIRE SPRINKLER SYSTEM	YES	

FIRE RATING (2018 IBC, TABLE 601 & 602)

	REQUIRED	PROVIDED
STRUCTURAL FRAME	RATING NOT REQUIRED	0
BEARING WALL – EXTERIOR	RATING NOT REQUIRED	0
BEARING WALL – INTERIOR	RATING NOT REQUIRED	0
ROOF CONSTRUCTION	RATING NOT REQUIRED	0
EXTERIOR WALLS SEPARATION (30' OR GREATER)	RATING NOT REQUIRED	0

OCCUPANT LOADS (2018 IBC, TABLE 1004.5)

DINING – EXISTING SEATING AREA = 84
DINING – NEW (COURTYARD) AREA 1,148 SF / 15 NET = 77
KITCHEN, RESTROOMS, STORAGE 1,648 / 200 = 9

TOTAL OCCUPANT LOAD = 150

EGRESS (2018 IBC, SECT. 1005 & 1006)

REQUIRED WIDTH
EXIT DOORS WIDTH PER OCCUPANT LOAD
202 OCCUPANTS (0.2") X 202 PERSONS = 41"

NUMBER OF EXIST REQUIRED = 2
NUMBER OF EXITS PROVIDED = 2
EXIT WIDTH PROVIDED: 2 AT 32 = 64"

TRAVEL DISTANCE (2018 IBC, TABLE 1017.2)

ALLOWED MAXIMUM TRAVEL DISTANCE = 250'
ACTUAL MAXIMUM TRAVEL DISTANCE = 70'

FIRE PROTECTION LEGEND

- EXIT SIGN EMERGENCY LIGHT COMBO W/ BATTERY BACKUP
- EXIT SIGN W/ BATTERY BACKUP
- EMERGENCY LIGHT W/ BATTERY BACKUP
- PRIMARY BUILDING EXITS
- FIRE EXTINGUISHER CABINET (MAXIMUM TRAVEL DISTANCE TO FIRE EXTINGUISHER = 75')

Coast Architects, Inc.
ARCHITECTURE
PLANNING
PROJECT MANAGEMENT
[illegible] Jordan Road
Daphne, AL 36526
[illegible]

A RENOVATION FOR de MAIZ TACO CANTINA
380 DAUPHIN ST. MOBILE, AL

DATE: 7/10/25
DRAWN: JF
CHECKED: PNO
TITLE: Life Safety Plan

REVISION:
NO. DATE:

SHEET:
LSP1

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small, District 3

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Priyan, LLC
Location:	DIP Club Food Mart 3110 Dauphin Island Parkway Mobile, AL 36605

Adopted:

_____

City Clerk

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
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/25/2025	TRANSFER - OWNERSHIP	2025 - 5753	132570	3	October 7, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PRIYAN LLC

Trade Name (DBA)

DIP CLUB FOOD MART

Location Address

3110 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/25/2025	TRANSFER - OWNERSHIP	2025 - 5753	132570	3	October 7, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PRIYAN LLC

Trade Name (DBA)

DIP CLUB FOOD MART

Location Address

3110 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: _____
Captain Matthew James
Commander, Special Investigations Section

Date: October 8, 2025

Re: Alcoholic Beverage License Application No. 5753
PRIYAN LLC
D/B/A: DIP CLUB FOOD MART
3110 DAUPHIN ISLAND PKWY
Mobile, AL 36605
Divyeshkumar Patel, owner
Yogesh Gulab, 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 transfer-ownership application for a business named PRIYAN LLC. The City of Mobile Revenue Department has advised that the business license is current, and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised that this location is currently in good standing.

It is my recommendation that the application be:

OCT 13 2025

_____/_____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

_____
CHIEF OF POLICE

The mission of the Mobile Police Department is to make the City of Mobile the safest city in America, with respect for everyone.

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From: Lt. 13149
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: October 8, 2025

Re: Alcoholic Beverage License Application No. 5753
PRIYAN LLC
D/B/A: DIP CLUB FOOD MART
3110 DAUPHIN ISLAND PKWY
Mobile, AL 36605
Divyeshkumar Patel, owner
Yogesh Gulab, 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 transfer-ownership application for a business named PRIYAN LLC. The City of Mobile Revenue Department advised that all taxes have been reported and paid for, and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department has advised that 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: _____

_____

CRO APRIL DUNKLIN

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **October 7, 2025**

Re: **Application # 5753 / 3110 Dauphin Island Pkwy.**

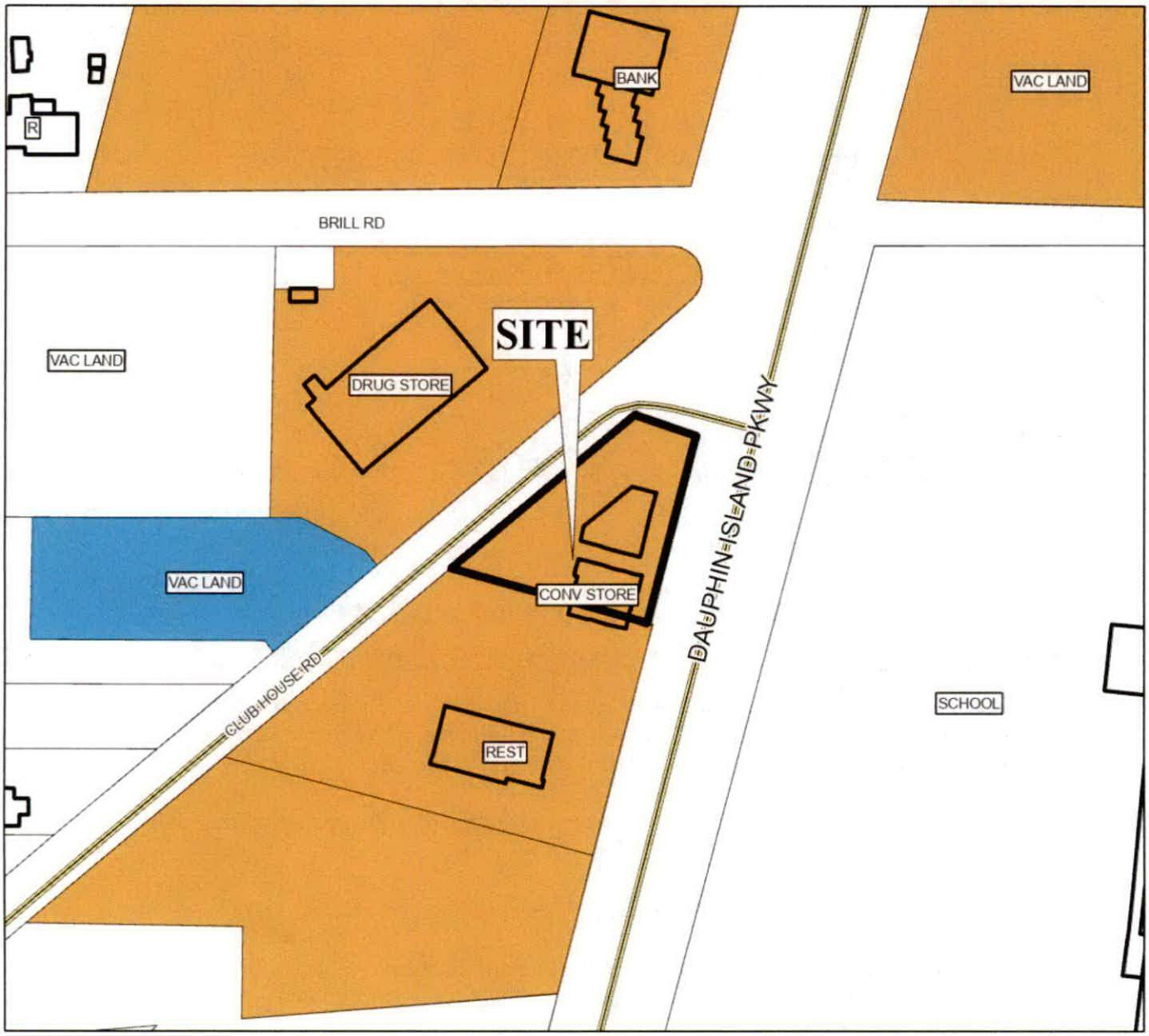
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

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 # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5753 DATE 10/21/2025

APPLICANT PRIYAN LLC

LOCATION 3110 DAUPHIN ISLAND PKWY

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/25/2025	TRANSFER - OWNERSHIP	2025 - 5753	132570	3	October 7, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
PRIYAN LLC	DIP CLUB FOOD MART

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	06/02/2025	001-193-564	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
39-2455441	R012604657	

Physical Address (Street Address, Suite #)	City	State	Zip Code
3110 DAUPHIN ISLAND PKWY	MOBILE	AL	36605

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
WY	MOBILE	AL	36605

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
DIVYESH PATEL	MEMBER			DIPFOODMART@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
STA MART LLC	STA MART

ABC License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)	012228549	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
FUEL JOBBER		CHRIS@KARSPETRO.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
380 COMMERCE PARKWAY	ROCKLEDGE	FL	32955

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
3,000	0	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
YOGESH GULAB	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
1			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
DIVYESH PATEL	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
'6			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

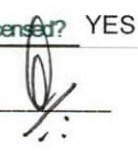
Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials 

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the 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.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

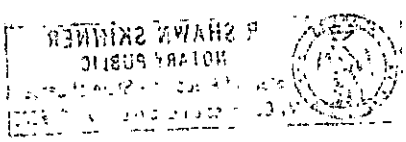
Owner/Applicant/POA Printed Name	Date of Application Signature
DIVYESH PATEL	9-29-2025
Owner/Applicant/POA Signature	Title of Person Signing this Application

Sworn to and subscribed before me this 26th day of September 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page


SHAWN SKINNER
NOTARY PUBLIC

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
09/25/2025	TRANSFER - OWNERSHIP	2025 - 5753	132570	3	October 7, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PRIYAN LLC

Trade Name (DBA)

DIP CLUB FOOD MART

Location Address

3110 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information

Name	Title	POA	Phone	Email
DIVYESH PATEL	MEMBER			DIPFOODMART@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? 06/06/2025

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

Letter to City Council

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 adverting 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:

PRIYAN LLC

dba DIP CLUB FOOD MART

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

3110 DAUPHIN ISLAND PKWY , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on October 7, 2025 for application number 2025 - 5753

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

Tara Harris

Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PRIYAN LLC

Trade Name (DBA)

DIP CLUB FOOD MART

Location Address

3110 DAUPHIN ISLAND PKWY

Zip Code

36605

Application Number

2025 - 5753

Notice Post Date @ Location

09/25/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

October 7, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

Tara Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250915143756076

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: DIP CLUB FOOD MART **Filing Fee:**

Applicant: PRIYAN LLC **Transfer Fee:** $100.00

Location Address: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Mailing Address: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-193-564

Do you sell Draft Beer?:

Date Incorporated: 06/02/2025 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 06/02/2025

Federal Tax ID: 39-2455441 **Alabama State Sales Tax ID:** R012604657

Name:	Title:	Date and Place of Birth:	Residence Address:
YOGESH GULAB	MEMBER		

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: DIVYESH PATEL
Business Phone
Fax:

Home Phone.
Cell Phone
E-mail: DIPFOODMART@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: STA MART
Applicant: STA MART LLC

Previous License Number(s)
License 1: 050-012228549
License 2: 070-012228549

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250915143756076

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ALABAMA PETRO LLC 321-690-0807
What is lessors primary business? FUEL JOBBER
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? NO
Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250915143756076

Signature page

Initial each	
YG	In reference to law violations, I attest to the truthfulness of the responses given within the application.
YG	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
YG	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.
X	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.
X	In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.
YG	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
YG	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.
YG	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.
YG	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): YOGESH GULAB

Signature of Applicant: [signature]

Notary Name (print): Vanessa Scott

Notary Signature: Vanessa Scott

VANESSA SCOTT
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 11-29-2025

Commission expires: 11-29-2025

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: 20250915143756076

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CONVENIENCE STORES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250915143756076

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
STA MART LLC
Address: 3110 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone [redacted]

NEW APPLICANT:
PRIYAN LLC
Address: 3110 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone: 407-600-8673

Current License No: 050-012228549
070-012228549

LICENSED PREMISES ADDRESS: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 17th day of September, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name: YOGESH GULAB
Title: MEMBER.

WITNESS: (By ABC Enforcement) _____
Revised 9/08

KAREN KEITH KLEIN
Notary Public
Alabama State at Large
My Commission Expires Jul 22, 2029

Commission Expires: 7/22/2029
Karen Keith Klein
Karen Keith Klein

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250915143756076

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
STA MART LLC
Address: 3110 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone

NEW APPLICANT:
PRIYAN LLC
Address: 3110 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone:

Current License No: 050-012228549
070-012228549

LICENSED PREMISES ADDRESS: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 15 day of September, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Agent

Print Name: MOHAMMED ZAMEER
Title: MEMBER

NEW LICENSEE (APPLICANT)

Print Name:
Title:

WITNESS: (By ABC Enforcement) Sandy Duncan

Revised 9/08

STATE OF ALABAMA

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:

   Priyan 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): Divyeshkumar C Patel

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   7306 Saybrook Blvd Mobile, AL 36619

   *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

001-193-564 DLL

Date	06/02/2025
Time	15:44:00
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 6 / 2 / 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 03 : 44 ☐ 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).

6 / 2 / 2025
Date (MM/DD/YYYY)

Divyeshkumar C Patel
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.

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:

Priyan LLC

This name reservation is for the exclusive use of Divyeshkumar C Patel, 7306 Saybrook Blvd, Mobile, AL 36619 for a period of one year beginning June 02, 2025 and expiring June 02, 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.

June 02, 2025

Date

Wes Allen **Secretary of State**

RES222577

Priyan LLC

Names, addresses, & Ownership percentage of Members:

Name	Address	Interest
Yogesh Gulab	[redacted]	50%
Divyeshkumar C Patel	[redacted]	50%

List of Current Member

The following individual is the only member of: PRIYAN LLC

NAME: YOGESH GUGAR TITLE: MEMBER

YOGESH GUGAR
PRINTED NAME OF MEMBER

SIGNATURE OF MEMBER

9-15-2025
DATE

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-02-2025

Employer Identification Number:
39-2455441

Form: SS-4

Number of this notice: CP 575 A

PRIYAN LLC
DIVYESHKUMAR C PATEL MBR
7306 SAYBROOK BLVD
MOBILE, AL 36619

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 39-2455441. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2025
Form 940	01/31/2026
Form 1065	03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

(IRS USE ONLY) 575A 06-02-2025 PRIY B 9999999999 SS-4

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.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.
* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is PRIY. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

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Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
( ) -
_____ _____

DATE OF THIS NOTICE: 06-02-2025
EMPLOYER IDENTIFICATION NUMBER: 39-2455441
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PRIYAN LLC
DIVYESHKUMAR C PATEL MBR
7306 SAYBROOK BLVD
MOBILE, AL 36619

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

PRIYAN LLC
3110 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-3853

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012604657	06/6/2025	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.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 457110

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
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

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/~~by~~ PRIYAN 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 than 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 22 day of SEPTEMBER 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Angelica C. Creamer	Angelica C. Creamer	12/16/2027

Notary Stamp

ANGELICA C CREAMER
MY COMMISSION EXPIRES
NOTARY PUBLIC
12-06-2027
ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
PRIYAN LLC	DINYESHKUMAR . C . PATEL
Owner of Property (Signature)	Applicant Name (Signature)
	3110 DAUPHIN ISLAND PKWY
Street Address	Street Address
	MOBILE .
City, State, Zip	City, State, Zip
	AL - 36605
Date Agreement Signed	Date Agreement Signed
	9-22-2025

Revision Date 10.23.2023

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☒ New Owner ☐ Location Change	☐ No ☒ Yes Relocation Date	☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
PRIYAN LLC	DIP CLUBFOODMART

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3110 DAUPHIN ISLAND PARKWAY	MOBILE	AL	36605

Business Contact Person Information

Name	Title	Phone	Email
DIVYESH PATEL	MEMBER	4076008693	DIPFOODMART@GMAIL.COM

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3000					

Comments

Print Name	Signature	Date

LEASE AGREEMENT

THIS LEASE AGREEMENT (herein called "Lease" or "Agreement"), made and entered into effective as of the **6th** day of **June, 2025**, by and between **Alabama Petro LLC,** an Alabama Limited Liability Company (hereinafter called "Landlord"), and **Priyan LLC**, an Alabama Limited Liability Company (hereinafter called "Tenant"), for the Premises known as **3110 Dauphin Island Parkway, Mobile, AL 36605**, and legally described in Exhibit "A" attached hereto. Landlord and Tenant, in consideration of the covenants herein contained, hereby agree as follows:

ARTICLE I – DEFINITIONS

1.01 Definitions.

A. "Article" means an article of this Lease.

B. "Building" means any building or other structure presently existing or hereafter constructed on the Premises.

C. "Commencement Date" means date Landlord turns property over to Tenant contemporaneous to or after acquisition of the Premises by Landlord.

D. "Environmental Requirements" mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions, in which the Premises is located, and any other political subdivisions, agency or instrumentality exercising jurisdiction over the owner of the Premises, or the use of the Premises, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutant, contaminants, chemical, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

E. "Hazardous Materials" means any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances for materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Premises: (A) requires reporting, investigations or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or

adjacent property or poses or threatens to pose a health hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

F. "Lease" means this Lease, exhibits to this Lease, and every properly executed instrument, which by its terms amends, modifies, or supplements this Lease.

G. "Premises" means **3110 Dauphin Island Parkway, Mobile, AL 36605**, more particularly described in Exhibit "A" to this Lease.

H. "Rent" means the amount payable by the Tenant to the Landlord in respect of each month of the Term under Article 4.01.

ARTICLE II – GRANT OF LEASE

2.01 Grant. Landlord hereby demises and leases the premises to Tenant, and Tenant hereby leases and accepts the Premises from Landlord, to have to hold during the Term, subject to the terms and conditions of this Lease. The Premises shall consist of the real estate, building, signs, and improvements located at **3110 Dauphin Island Parkway, Mobile, AL 36605** together with all personal property located on the Premises as of the date this Lease is executed ("Personal Property").

2.02 Quiet Enjoyment. Landlord shall warrant and defend Tenant in the possession of the Premises during the Term, subject to the terms and conditions of this Lease.

2.03 Covenants of Landlord and Tenant. Landlord covenants to observe and perform all of the terms and conditions to be observed and performed by Landlord under this Lease. Tenant covenants to pay the Rent when due under this Lease and to observe and perform all of the terms and conditions to observed and performed by Tenant under this Lease.

ARTICLE III – TERM AND POSSESSION

3.01 Term. The initial term of this Lease shall be for **Ten (10)** years from the Commencement Date (the "Term"), with **one option of Five (5) years** each after the initial term of the Lease.

3.02 Renewal Options. The Agreement does not include any options to extend the term.

ARTICLE IV – RENT, OCCUPANCY COSTS, AND OTHER CHARGES

4.01 Rent and Operating Expenses. Tenant agrees to pay to Landlord as monthly rent for the Premises, the sum which is equal to "Base Rent" and "Operating Expenses" (as defined in Section 4.02). Base Rent is payable in equal monthly installments as set forth in Exhibit "B" attached hereto, in advance during the Term, **commencing on 1st July, 2025** and continuing on the **1st** day of each calendar month of the Term. Operating Expenses may be billed by Landlord to Tenant either together with Base Rent, or at such other times as deemed appropriate by Landlord, in its sole discretion. Tenant also shall pay with each installment of Base Rent and/or Operating

Expenses the applicable State sales tax assessed against payments of Base Rent and/or Operating Expenses. Such installments shall be paid, without demand or deduction, at such address as Landlord may designate. Further, in the event the property option is not exercised by the Tenant during the Two (2) year Option Term, Rent shall escalate at the rate of 2% every year for the remaining years of the Term.

4.02 Definitions. As used in this Lease, the following terms shall have the following meanings:

A. "Base Rent" shall mean the amount per month for each month of the Term, as set forth in Exhibit "B".

B. "Operating Expenses" shall mean and include (i) all real estate taxes and assessments with respect to the Premises, Building and the common areas; (ii) premiums for all insurance as set forth in Article VIII; (iii) the cost of all lawn maintenance and repairs, building maintenance and repairs, and petroleum dispensing and container equipment repair and maintenance expenses; (iv) all refuse collection expenses; and, (v) utility expenses. To the extent the Operating Expenses can be billed by a third-party provider directly to Tenant, then these expenses shall be paid to said third party by Tenant; provided, however, that in such instances, Landlord is to receive copies of bills and monthly evidence of payment, as well as notice and opportunity to cure any vendor deficiency prior to default. Operating Expenses billed directly to Landlord will be paid by Tenant within ten (10) days of receiving notice from Landlord that same are due and payable. In the event that there is more than one Tenant being serviced by a Landlord paid Operating Expense, then such payment shall be allocated *pro rata* in accordance with the percentage of the premises and property being leased by Tenant over the total square footage of the premises and property.

C. "Rent" shall mean Base Rent, plus all sums due and payable by Tenant in respect to the Operating Expenses; providing that, should any sales or use tax be assessed against any items of Rent other than Base Rent, Tenant shall also pay such sales or use tax as it relates to those other items of Rent.

4.03 Deposit and Inventory. The Lease shall not include any allocation for Deposit, goodwill, or inventory. However, it is understood and agreed that the Tenant shall be responsible for purchasing the inventory.

4.04 Carefree, Net Lease. It is the intention and purpose of the parties hereto to create by this instrument a lease of a kind commonly known as "carefree" or "triple net" to Landlord. Accordingly, except as otherwise provided herein, Tenant agrees:

A. To bear, pay for and discharge not only such items as it has specifically agreed by the provisions of this Lease to bear, pay for and discharge, but also all other costs, charges and expenses, which Landlord has not specifically agreed to bear under the terms of this Lease, including without limitation, all utility costs, maintenance costs, Real Estate Taxes, and all other costs and expenses of every kind and description whatsoever which must be borne, paid for and discharged in connection with the Premises;

B. That Landlord shall receive from Tenant the rentals agreed to be paid by Tenant, without abatement, offset, claim, counterclaim, set off or deduction; and

C. That Landlord shall be subject to no expense whatsoever on account of the operation and maintenance of the Premises arising pursuant to the terms of this Lease, including, but not limited to any applicable sales, use or rent taxes, during the Primary Term or any Renewal Term.

D. Tenant's obligation to pay all Rent under this Lease is separate, absolute, unconditional and independent covenant. Tenant shall have no right to be released, relieved or discharged from any obligation or liability to pay Rent or for any reason whatsoever, including without limitation, Tenant's inability to use or occupy the Premises or disturbance thereof.

4.05 Late Charges. In the event that any Rent to be paid by Tenant under the provisions of this Lease shall not be paid within five (5) days of the due date, Tenant shall pay to Landlord a late charge of 5% of the Base Rent Payment plus sales tax, if any. Should Rent remain unpaid within ten (10) days of the due, an additional late charge of fifteen (15%) of the Base Rent Payment shall be due and payable. All such late charges shall be deemed Rent for purposes under this Lease. All delinquent rents shall accrue at the highest interest rate allowable by law, to include all awarded prejudgment and post-judgement until paid. This provision shall survive the termination of the Lease.

ARTICLE V – USE OF PREMISES

5.01 Use Restrictions. The Tenant may use the Leased Premises solely as a convenience store with petroleum sales, and at all times Tenant's use shall conform to all applicable laws and regulations. The Tenant will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the Leased Premises or any part thereof, or store inflammables or explosives in any part thereof. During the term of the Lease, and for such term as set forth in the Exclusive Fuel Supply Agreement(s), Tenant shall be required to enter into a Dealer Supply Agreement between KARS Petro Distributors LLC and Priyan LLC, for a term of 20 years at Rack +1 cent and requiring the agreeable branding. As a condition of this Lease, the Tenant shall exclusively purchase petroleum from KARS Petro Distributors, LLC, a Florida limited liability company.

5.02 Nuisance. Tenant shall not cause or maintain any nuisance in or about the Premises, and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

ARTICLE VI – MAINTENANCE, REPAIR, AND ALTERATIONS

6.01 Maintenance, Repair, and Replacement. Tenant shall thereafter maintain the Premises and all improvements thereon in good condition, less reasonable wear and tear, at Tenant's sole cost and expense, including, but not limited to, the HVAC system, doors, windows and all fixtures of every kind, the foundations, structures and roof of the Building, petroleum dispensing equipment and tanks, underground tanks and sumps, less reasonable wear and tear over the Term. Tenant shall also maintain the Personal Property. Tenant shall also be responsible for

maintaining all tanks and lines in working order, including such testing as required by law. Tenant accepts the Premises and Personal Property in "as-is" condition and acknowledges that it had the opportunity to inspect the Premises, including but not limited to, the petroleum dispensing equipment and tanks, roof, building structures and foundations.

6.02 Alterations by Tenant. Tenant may from time to time at Tenant's own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

A. Comply with requirements of any governmental authority having jurisdiction; and

B. Equal or exceed the then current local, state, and federal standards and codes for the Building; and

C. Require the prior written consent of Landlord, which shall not be unreasonably withheld, but which may require the presentation of sufficient funds or bonds to ensure sufficient funds to complete the anticipated alteration.

D. When Tenant vacates the building, the building shall be in the same condition as the Tenant received it. Any modifications to the building or equipment will be considered permanent and will become the property of the Landlord, with no expense to the Landlord.

E. In no event shall Tenant allow any construction or other lien to be attached to the Premises, and if same occurs, the lien shall be bonded to other security within thirty (30) days.

6.03 Access by Landlord. Tenant shall permit Landlord or Landlord's agent to enter the Premises outside normal business hours, and during normal business hours where such will not unreasonably disturb or interfere with Tenant's use of the Premises and operation of its business, to examine, inspect, and show the Premises to persons wishing to lease them, to provide services, to make repairs, replacements, changes or alterations as set out in this Lease, and to take such steps as Landlord may deem necessary for the safety, improvement or preservation of the Premises or the Building. Landlord shall whenever possible, consult with or give reasonable notice to Tenant prior to such entry, but no such entry shall constitute an eviction or entitle Tenant to any abatement of Rent.

6.04 Indemnification for ADA Compliance. As the sole occupant of the Premises, Tenant shall indemnify, defend and hold Landlord harmless for any and all costs, expense, liability, or obligation that may arise, or be imposed on the Tenant, Landlord, or the Premises under the Americans With Disabilities Act of 1990, as now in effect or hereafter amended, and all rules and regulations issued under that law (collectively referred to as the "ADA"). Without limitation of the foregoing, Tenant shall be solely responsible for compliance with any of the following requirements of the ADA that may be applicable, and all cost and expense related thereto: barrier removal to ensure that members of the public with disabilities have access to Premises and all goods and services provided at the Premises; providing auxiliary aids and services when necessary to remove communication barriers for members of the public with disabilities; compliance with the ADA Accessibility Guidelines when performing any alterations, renovations, or remodels or when otherwise required by local, state or federal authorities; and

providing reasonable accommodations for all employees and employment applicants with disabilities. This indemnification shall include the defense of any action or proceeding (including the payment of attorney's fees and court costs) brought against Landlord by the U.S. Department of Justice, the Equal Employment Opportunity Commission, or any individual or class of individuals, alleging violation or non-compliance with the ADA, and payment of any liability arising out of such actions or proceedings.

6.05 Fire Safety Inspection: Tenant shall furnish and maintain the appropriate number of and type of portable fire extinguishers. Tenant shall comply with all applicable federal, state and local laws, regulations and ordinances related to furnishing, using and maintaining portable fire extinguishers, including but not limited to Title 29, Code of Federal Regulations, Sections 1910.157 and 1910.106; Not less than annually, Landlord will have the fire extinguisher inspected and add the inspection fees to Tenant's monthly rent invoice.

6.06 Environmental Compliance: Tenant shall comply with, including but not limited to, the Environmental Protection Act, and any other regulation relating to the storage, handling, and use of Hazardous Substances and Contaminates as defined by applicable State and Federal law, paying special attention to the regulations governing the storage, dispensing and sale of motor fuel, and/or diesel motor fuel and all other federal, state and local laws and ordinances relating to the environment, and with the rules, orders, and regulations issued and promulgated there under and shall defend, indemnify and hold Landlord harmless from and against any and all Penalties, interest, costs, expenses, claims, judgments and orders with respect to such laws, ordinances, rules, orders and regulations.

Tenant must carry storage tank third party liability, corrective action and clean up insurance, maintain monthly inspections, including but not limited to monthly compliance inspections, Leak detector tests, Integrity tests, and placard registration. All insurance policies and inspections/monitoring shall be maintained through Landlord's corporate office and invoiced to the Tenant along with the rent.

ARTICLE VII - TAXES

7.01 Tenant's Taxes. Tenant shall pay before and as otherwise set forth in this Lease, every tax, assessment, license fee, excise and other charge, however described, which is imposed, levied, assessed or charged by any governmental authority having jurisdiction and which is payable in respect of this Lease including but not limited to:

A. Operations at, occupancy of, or conduct of business in or from the Premises by or with the permission of Tenant, including, but not limited to real property taxes and assessments charged against the Premises by the appropriate governmental authorities. These taxes shall be prorated between the parties for the first year of this Lease;

B. Fixtures or personal property in the Premises which do not belong to the Landlord; and

C. Rent paid or payable by Tenant to Landlord for the Premises or for the use and occupancy of all or any part thereof, specifically including but not limited to any sales and/or

use taxes imposed by any governmental authority having jurisdiction.

ARTICLE VIII - INSURANCE

8.01 Casualty Insurance. During the Term, Tenant shall maintain coverage against loss or damage by fire or other risks now or hereafter embraced by "All-Risk Coverage", so called, and against such other risks as at the time are commonly insured against in the case of premises similarly situated, in the amount not less than 100% of the then "full insurable value", which, for the purpose of this Article 8.01 shall be deemed to be the cost of replacing the Building less the cost of excavations, foundations and footings, or such greater amount as may be required by any mortgagee. The insurance shall contain coverage of not less than the greater of the full insurable value or fair market value determined by the Landlord for each items; such as building, canopy, pumps, sign, content and any & all equipment and items attached to the real estate.

8.02 General Liability and Other Insurance.

During the term of this Agreement, Tenant shall maintain in force a policy of insurance insuring Landlord and Tenant against any and all liability (including petroleum liability) arising regarding the Leased Premises, with limits of coverage not less than **$2,000,000** aggregate and not less than **$1,000,000** for injury to any one person from any one accident. Coverage shall further include: contents coverage, for contents including Tenant's and Landlord's equipment in the minimum amount of **$50,000** (The first **$50,000** of any contents coverage held by Tenant will be applied to Landlord's equipment in the event that Tenant underinsures its content value); loss of Tenant's business income coverage; liquor liability **($1,000,000)**, worker's compensation, and not less than **$10,000** crime (inside and out) coverage. If Landlord elects, Landlord shall have the right to procure liability insurance coverage on behalf of the Tenant, and Tenant shall reimburse Landlord upon receipt of an invoice therefore as additional rent due hereunder. Tenant shall also obtain and maintain worker's compensation coverage, Flood, Tank, EPLI and Environmental insurance.

Tenant shall furnish Landlord with evidence of such insurance on the Commencement Date and that the premium therefor has been prepaid for a period of not less than twelve (12) months. Evidence of renewal shall be provided at least 30 days prior to expiration. Said insurance policies shall provide that the same may not be canceled by the insurer without giving the Landlord at least thirty (30) days notice of such cancellation prior to the date of such cancellation.

Additionally, if Landlord elects to provide such coverage, Tenant shall pay, as additional rent, the amounts set forth above. If Landlord elects not to provide such coverage, Tenant shall secure such coverage for the full insurable value of the building and personal property on the Premises.

Failure to provide proof of insurance shall constitute default of this Agreement. The foregoing are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of Tenant.

ARTICLE IX – INJURY TO PERSON OR PROPERTY

9.01 Indemnity by Tenant. Tenant shall indemnify and hold harmless Landlord from and against every demand, claim, cause of action, judgment and expense, including reasonable attorney's fees, and all loss and damage arising from any injury or damage to the person or property of Tenant or to the person or property of Tenant's agents, servants, employees, guests, invitees, or to any other person on the Premises, where the injury or damage is caused by negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation of Tenant, where the injury or damage results from the violation created by Tenant, of any law, ordinance or governmental order of any kind, or of the provisions of this Lease, or where the injury or damage is in any way related to or connected with the conduct of the Tenant's business.

ARTICLE X – ASSINGMENT AND SUBLETTING

10.01 Assignment or Sublease by Tenant. Tenant may not assign this Lease, or sublet the Premises without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion.

10.02 No Waiver. Consent by Landlord to a particular assignment or sublease shall not be deemed consent to any other or subsequent transaction. If this Lease is assigned or if the Premises are subleased in violation of this Article X, then Landlord may nevertheless collect rent from the assignee or subtenants and apply the net amount collected to the rent payable hereunder, but no such transaction or collection of rent or application thereof by Landlord shall be deemed a waiver of any provision hereof or a release of Tenant from performance by Tenant of its obligations hereunder.

ARTICLE XI – SURRENDER

11.01 Possession. Upon the expiration of the Term, Tenant shall immediately quit and surrender possession of the Premises in substantially the condition in which Tenant is required to maintain the Premises excepting only reasonable wear and tear and "acts of God". Upon such surrender, all right, title and interest of Tenant in the Premises shall cease.

11.03 Termination of Lease. Landlord has the right to terminate lease with a 30-day notice for any reason necessary. In the event Landlord exercises the right of termination pursuant to this Section 11.03, Tenant shall not be liable for any rents or obligations which are incurred from and after the date of termination, other than in the event Tenant refuses to timely vacate, in which case Landlord shall have all rights and privileges associated with ejectment and holdover tenancies.

11.02 Merger. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord shall not work a merger, and shall at Landlord's option terminate all or any subleases and sub-tenancies or operate as an assignment to Landlord of all or any subleases or sub-tenancies. Landlord's option hereunder shall

be exercised by notice to Tenant and all known assignees or subtenants in the Premises or any part thereof.

11.04 Payments after Termination. No payments of money by Tenant to Landlord after the expiration or other termination of the Term or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant, shall reinstate, continue or extend the Term, or make ineffective any notice given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent or other charges due under the Lease and the payment thereof shall not make ineffective any notice, or in any manner affect any pending suit or any judgment theretofore obtained.

ARTICLE XII – UTILITIES AND CHARGES

12.01 Utilities. Tenant shall make arrangements directly with the appropriate utility companies for the supply of gas, electricity, light, power, telephone or other services and shall pay all deposits, fees, expenses and charges therefore.

12.02 Water and Sewer Services. Tenant shall make arrangements directly with the appropriate governmental authorities for the supply of water and sewer services and shall pay all deposits, fees, expenses, and charges therefore.

ARTICLE XIII – EMINENT DOMAIN

13.01 Taking of Premises. If all or any part of the Leased Premises shall be taken, damaged or acquired by virtue of eminent domain for any public or quasi-public use, or under such threat, with or without litigation, during the remaining term of the Lease, the rent shall be reduced proportionately to the reduction in the utility of the Leased Premises to the Tenant. Landlord shall be exclusively entitled to be paid by the condemning authority any condemnation award or compensation for the value of the real estate taken, for real estate severance damages, and for Landlord's attorney's fees and litigation expenses which are taxable against the condemning authority to the extent that the law provides for the same. Further, it is agreed that the Tenant shall be exclusively entitled to be paid by the condemning authority any condemnation award of compensation for expenses related to removal from the Leased Premises, for any loss of business, for business damages, for any relocation benefits, for moving expenses (excluding expenses for moving property belonging to the Tenant), for any losses resulting to trade fixtures owned by Tenant, and for Tenant's attorney's fees and litigation expenses taxable against the condemning authority to the extent that the law provides for the same.

ARTICLE XIV – DAMAGE BY FIRE OR OTHER CASUALTY

14.01 Damage to Premises. Tenant, to the extent of available insurance proceeds, shall be required to repair all or part of the Premises damaged by fire or other casualty within one hundred twenty (120) days from the dated of such casualty. In the event that Landlord, as an additional insured, receives any compensation resulting from such casualty, Landlord shall pay over such money to Tenant.

ARTICLE XV – TRANSFERS BY LANDLORD

15.01 Sale, Conveyance, and Assignment. Nothing in this Lease shall restrict the right of the Landlord to sell, convey, assign, mortgage or otherwise deal with the Premises or the right of Landlord to assign its interest in this Lease.

15.02 Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter placed on the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. At any time and from time to time, Tenant shall execute, acknowledge, and deliver to Landlord a certificate evidencing its subordination and evidencing whether or not; (a) this Lease is in full force and effect; (b) this Lease has been amended in any way; (c) there are any existing defaults hereunder to the knowledge of Tenant and specifying the nature of such defaults if any; (d) the amount of Rent and the date to which Rent has been paid; and (e) improvements to the Premises or allowances for such improvements required of Landlord have been made or paid and accepted by Tenant. Each certificate delivered pursuant to this section may be relied on by any prospective purchaser or transferee or the holder or prospective holder of any mortgage or deed of trust of the Building or of Landlord's interest hereunder

ARTICLE XVI – NOTICES

16.01 Notices. Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail, in either case, to the address as set forth below. Any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given seven (7) days after the date of mailing thereof unless the postal system has been disrupted by strikes or slowdowns, in which case notice shall be given by personal delivery only. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be mailed.

Notices to Landlord: **Alabama Petro LLC**
380 Commerce Pkwy
Rockledge, FL 32955

Notices to Tenant: **Priyan LLC**
7306 Saybrook Blvd.,
Mobile, AL 36619

ARTICLE XVII - DEFAULT

17.01 Costs. Tenant shall indemnify Landlord against all costs and charges (including all pre-litigation, litigation, and post-litigation legal fees) lawfully and reasonably incurred in

enforcing payment thereof, and in obtaining possession of the Premises after default of Tenant or upon expiration or earlier termination of the Term of this Lease, or in enforcing any covenant, proviso, or agreement of Tenant herein contained.

17.02 Right of Landlord to Perform Covenants. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant, at Tenant's sole cost and expense, and without an abatement of Rent. If Tenant shall fail to perform any act on its part to be performed hereunder, and such failure shall continue for twenty (20) days after written notice thereof from Landlord, Landlord may (but shall not be obligated to do so) perform such act without waiving or releasing Tenant from any of its obligations relative thereto. All sums paid or costs incurred by Landlord in so performing such acts under this Article 16.02, together with interest thereon at the highest rate allowable by law from the date each such payment was made or each such cost incurred by Landlord, shall be payable by Tenant to Landlord on demand.

17.03 Events of Default. An event of default shall occur whenever;

A. Part or all of the Rent, other charges or other amounts hereby reserved are not paid when due, and such default continues for three (3) days after the due date thereof, without any required notice from Landlord; or

B. Tenant's interest in this Lease is taken or is subject to execution or attachment or if a writ of execution is issued against Tenant; or

C. Tenant fails to observe, perform and keep each and every of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by Tenant (other than payment of Rent and other charges hereunder) and persists in such failure after ten (10) days' notice by Landlord requiring that Tenant remedy, correct, desist or comply, or if any such breach would reasonably require more than ten (10) days to rectify, unless Tenant commences rectification within ten (10) days of such notice and thereafter promptly and effectively and continuously proceeds with the rectifications of the breach; or

D. Tenant engagement in illegal activity, including, but not limited to, drug-related illegal activity, on the premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession or sale of drug paraphernalia; or

E. Tenant engagement in any act intending to facilitate illegal activity, including drug-related illegal activity on the premises; or

F. Tenant selling tobacco products to minors or not limiting access to such products by underage customers; or

G. Tenant conviction of any felony involving moral turpitude.

H. Default in any dealer supply agreement between the tenant and Kars Petro Distributors, LLC (fuel supplier).

17.04 Remedies. Upon occurrence of any event of default, Landlord shall have the option, in addition to and not in limitation of any other remedy permitted by law or by this Lease, to terminate this Lease, in which event the Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail to do so, Landlord may without notice and without prejudice to any other remedy Landlord may have, enter upon and take possession of the Premises and expel or remove Tenant and its effects without being liable to prosecution or any claim for damages there from; and Landlord may seize and sell all of the Tenant's chattels upon which it has a lien for Rent , and otherwise distrain for all sums due, and apply the proceeds there from to the amounts owed to Landlord; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises or otherwise, including any loss of rental for the remainder of the Lease Term.

17.05 Cross-Default. Any default by the Tenant under this Lease Agreement shall constitute a Cross-Default under the Option to Purchase Agreement, Promissory Note, and Dealer Supply Agreement (collectively, the "Related Agreements"), owned individually or collectively by Mohammad Azmeer, Nahid Akter with Raj Shah, and all their assigns. In the event of such default under any of the Related Agreements, the Landlord may, at its discretion, declare all obligations under all Related Agreements, immediately due and payable without notice or demand. This cross-default provision shall apply notwithstanding any waiver, indulgence, or extension granted by the Lender under any of the Related Agreements.

ARTICLE XVIII –FUEL SUPPLY AGREEMENT

18.01 Fuel Supply Agreement. Not later than contemporaneously with the execution of this Lease, Tenant will enter into a Fuel Supply Agreement between KARS Petro Distributors, LLC and Priyan LLC, which has a duration of 20 years at Rack +1 cent, and such agreement shall survive any termination of this Lease, and which shall run with the land if so, requested by Kars Petro Distributors LLC. Additionally, The Deal Supply Agreement shall be renewed for a 20-year term beginning on the date Tenant exercises the Option to Purchase Agreement with the existing terms of Rack plus one cent ($0.01).

ARTICLE XIX – USE OF EQUIPMENT/PERSONAL PROPERTY

19.01 Use of Equipment. Tenant may use the Personal Property after the Commencement Date, together with such other equipment as may be located on the Premises and owned by Landlord. Tenant shall be responsible for repairing and replacing this equipment as may be needed from time to time, in which case the landlord shall be required to join in said document.

ARTICLE XX – MISCELLANEOUS

20.01 Relationship of Parties. Nothing contained in this Lease shall create any relationship between the parties hereto other than that of Landlord and Tenant, and it is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or a joint venture or a member of a joint or common enterprise with Tenant.

20.02 Consent Not Unreasonably Withheld. Except as otherwise specifically provided,

whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent, or approval shall not be unreasonably withheld or delayed. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

20.03 Applicable Law and Construction. This Lease shall be governed by and construed under the laws of the State of Alabama and its provisions shall be construed as a whole according to their common meaning and not strictly for or against Landlord or Tenant. The words Landlord and Tenant shall include the plural as well as the singular. If this Lease is executed by more than one Tenant, Tenant's obligations hereunder shall be joint and several obligations of such executing Tenants. Time is of the essence of this Lease and each of its provisions. The captions of the Articles are included for convenience only, and shall have no effect upon the construction or interpretation of this Lease. Further Florida is the sole and exclusive appropriate venue as it is the state where the Lease is entered, payments are due, and records are kept.

20.04 Entire Agreement. This Lease contains the entire agreement between the parties hereto with respect to the subject matter of this Lease. Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are set out in this Lease.

20.05 Amendment or Modification. Unless otherwise specifically provided in this Lease, no amendment, modification, or supplement to this Lease shall be valid or binding unless let out in writing and executed by the parties hereto in the same manner as the execution of this Lease.

20.06 Construed Covenants and Severability. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Article hereof. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provisions had not be included.

20.07 Successors Bound. Except as otherwise specifically provided, the covenants, terms, and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

20.08 Headings. The article headings contained in this Lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several articles hereof.

20.09 Attorney's Fees. In the event of any legal action or suit under this Agreement, the prevailing party is entitled to receive reimbursement of its reasonable attorney's fees and costs, even if this Agreement is determined to be non-binding for any reason.

20.10 Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radiation that exceed federal and state guidelines have been

found in buildings in Alabama. Additional information regarding Radon or Radon testing may be obtained from your County Public Health Unit.

20.11 Exculpation. Tenant agrees that Tenant shall look solely to Landlord's interest in the real property on which the Demised Premises are located for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord based upon any default hereunder, and no other property or assets of Landlord, its heirs, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or order.

20.12 UCC Filing. Tenant agrees that Landlord shall have the right to file a State of Alabama Uniform Commercial Code Financing Statement Form on Tenant's equipment and inventory.

20.13 Licenses, Permits, Sale tax, etc.: On or before the date TENANT takes possession of the premises, TENANT shall cause to be issued or transferred to TENANT, lottery licenses, alcohol and tobacco sales licenses, Class C operator license, etc., and shall at all times have in good standing all necessary occupational and other licenses and otherwise comply with all governmental regulations applicable to the conduct of the Business. TENANT shall not use any licenses or permits of LANDLORD. Further, TENANT shall be responsible for all sales tax collection and reporting regarding the Business, and for compliance with all employment and tax withholding laws with regard to conduct of the TENANT's Business. TENANT shall be liable to LANDLORD for any additional taxes, interest or penalties that arise out of TENANT's failure to properly collect said taxes. Copies of such licenses, permits, and sales tax numbers shall be furnished to LANDLORD prior to possession, and when the same are renewed during the term of this Agreement. All original copies of said licenses and permits shall be posted as per governmental regulations.

20.14 No Recording of Agreement. Both parties agree that this lease agreement shall not be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this agreement; provided, however, that a Memorandum of Lease MAY be recorded for the sole and exclusive purpose of complying with §713.10(2) Florida Statutes.

20.15 Guaranty. The obligations under this lease are to be guaranteed by Divyeshkumar C Patel and Yogesh Gulab on a continuing and unconditional basis, the terms of which are set forth on Exhibit "C" attached hereto and incorporated by reference herein.

BY SIGNING THIS LEASE AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE ALABAMA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth above.

IN WITNESS WHEREOF, the Landlord and Tenant have properly executed this Option to Purchase as of the date set out on page one.

SIGNATURES ON FOLLOWING PAGES.
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

TWO WITNESSES REQUIRED:

Witness 1(sign above)

VIRAJ PATEL
Witness 1 (print name above)

Witness 1 Address
1295 Cheney Hwy, Unit C
Titusville, FL 32955

Witness 2 (sign above)

Claudia Ramirez
Witness 2 (print name above)

Witness 2 Address
380 Commerce Parkway
Rockledge, FL 32955

LANDLORD:

Alabama Petro LLC
an Alabama Limited Liability Company

By: _____
Rajendra Shah, its MGR

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of June, 2025 by **Rajendra Shah**, as MGR of Alabama Petro LLC, an Alabama Limited Liability Company, who is ✓ personally known to me or ____ has produced _____ as identification.

[Notary Seal]

Claudia M. Ramirez
Comm.: HH 440081
Expires: Sep. 4, 2027
Notary Public - State of Florida

Claudia Ramirez
Claudia Ramirez
(Sign top line, Print Name 2nd line)

TWO WITNESSES REQUIRED:

Joseph A. Vaccaro
Witness 1 (sign above)

Joseph A. Vaccaro
Witness 1 (print name above)

Witness 1 Address
453 Dauphin St., Mobile, Alabama 36602

Witness 2 (sign above)

Earl Reed
Witness 2 (print name above)

Witness 2 Address
453 Dauphin St. Mobile, AL 36602

TENANT:

Priyan LLC
an Alabama Limited Liability Company

By: _____
Divyeshkumar C Patel, MBR

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of June, 2025 by Divyeshkumar C Patel, as MBR of Priyan LLC, an Alabama Limited Liability Company, who is ___ personally known to me or 10 has produced Driver's License as identification.

[Notary Seal]

Angelica C. Creamer
Angelica C. Creamer
(Sign top line, Print Name 2nd line)

Attachments:

Exhibit "A"- Legal Description

Exhibit "B"- Base Rent

Exhibit "C-1" Guaranty of Divyeshkumar C Patel and Yogesh Gulab

Exhibit "A"
Legal Description:

[That real property situated in the county of Mobile, State of Alabama, described as follows, to-wit;]

Commencing at a point on the former South line of Club House Road 94.33 feet Southwardly from where the said former South line of Club House Road intersects the former West line of Cedar Point Road; thence with an enclosed angle to the right of 72 degrees 24 minutes 40 seconds run Southeastwardly 4.72 feet to a point on the current South right of way of Club House Road and the Point of Beginning of the property herein described, thence with an enclosed angle to the left of 72 degrees 27 minutes 45 seconds run Southwardly along the South line of Club House Road 210.47 feet to a point; thence departing said line and with an enclosed angle to the right of 54 degrees 54 minutes 44 seconds run Eastwardly 165.89 feet to a point on the West line of Dauphin Island Parkway (Cedar Point Road); thence with an enclosed angle to the right of 89 degrees 58 minutes 21 seconds run Northwardly along the West line of Dauphin Island Parkway (Cedar Point Road) 158.04 feet to a point; thence with an enclosed angle to the right of 107 degrees 34 minutes 40 seconds run Northeastwardly 47.01 feet to the Point of Beginning.

EXHIBIT "B"
Monthly Base Rent

Months 1-120: $10,500.00 per month + taxes + insurance.

Additionally, Beginning Month 25, base rent shall increase by 2% annually.

Payment of rent will be prorated from the day of closing to the month's end. Month 1 will begin 1st July, 2025.

Payments are due to begin on the 1st day of each calendar month.

***NOTE:** These are monthly payments of Base Rent that do not include applicable sales tax and Operating Expenses as described in the Lease.

Exhibit "C-1"
Guaranty- Divyeshkumar C Patel

ALL DEFINED TERMS NOT DEFINED HEREIN SHALL MEAN THE SAME AS IDENTIFIED IN THE LEASE AGREEMENT.

Divyeshkumar C Patel, individually, jointly and severally, ("Guarantor"), as a material inducement to and in consideration of Landlord's entering the Lease with Tenant, unconditionally and absolutely guarantees and provides under this Guaranty, to and for the benefit of the Landlord, its successors and assigns, that Tenant shall perform the provisions of the Lease that Tenant is to perform, including but not limited to: payment of Base Rent and any and all other sums, charges, costs and expenses payable by Tenant, its successors and assigns, under the Lease and the full performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns.

Guarantor's obligations are independent of Tenant's obligations under the Lease and shall not be discharged except by payment to and receipt by Landlord of all sums due under the Lease. Guarantor waives the right to require Landlord to (1) proceed against Tenant, (2) proceed against or exhaust any security that Landlord holds for Tenant, or (3) pursue any other remedy in Landlord's power. Guarantor waives all notices of the existence, creation, or incurring of new or additional obligations.

If Landlord is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay to Landlord all costs including without limitation, reasonable attorney's fees. Guarantor hereby waives trial by jury in such legal proceedings.

GUARANTOR

Divyeshkumar C Patel, Individually

Exhibit "C-1"
Guaranty- Yogesh Gulab

ALL DEFINED TERMS NOT DEFINED HEREIN SHALL MEAN THE SAME AS IDENTIFIED IN THE LEASE AGREEMENT.

Yogesh Gulab, individually, jointly and severally, ("Guarantor"), as a material inducement to and in consideration of Landlord's entering the Lease with Tenant, unconditionally and absolutely guarantees and provides under this Guaranty, to and for the benefit of the Landlord, its successors and assigns, that Tenant shall perform the provisions of the Lease that Tenant is to perform, including but not limited to: payment of Base Rent and any and all other sums, charges, costs and expenses payable by Tenant, its successors and assigns, under the Lease and the full performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns.

Guarantor's obligations are independent of Tenant's obligations under the Lease and shall not be discharged except by payment to and receipt by Landlord of all sums due under the Lease. Guarantor waives the right to require Landlord to (1) proceed against Tenant, (2) proceed against or exhaust any security that Landlord holds for Tenant, or (3) pursue any other remedy in Landlord's power. Guarantor waives all notices of the existence, creation, or incurring of new or additional obligations.

If Landlord is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay to Landlord all costs including without limitation, reasonable attorney's fees. Guarantor hereby waives trial by jury in such legal proceedings.

GUARANTOR

_____

Yogesh Gulab, Individually

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☒ New Owner ☐ Location Change	☐ No ☒ Yes Relocation Date	☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
PRIYAN LLC	DIP CLUBFOODMART

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3110 DAUPHIN ISLAND PARKWAY	MOBILE	AL	36605

Business Contact Person Information

Name	Title	Phone	Email
DIVYESH PATEL	MEMBER	4076008693	DIPFOODMART@GMAIL.COM

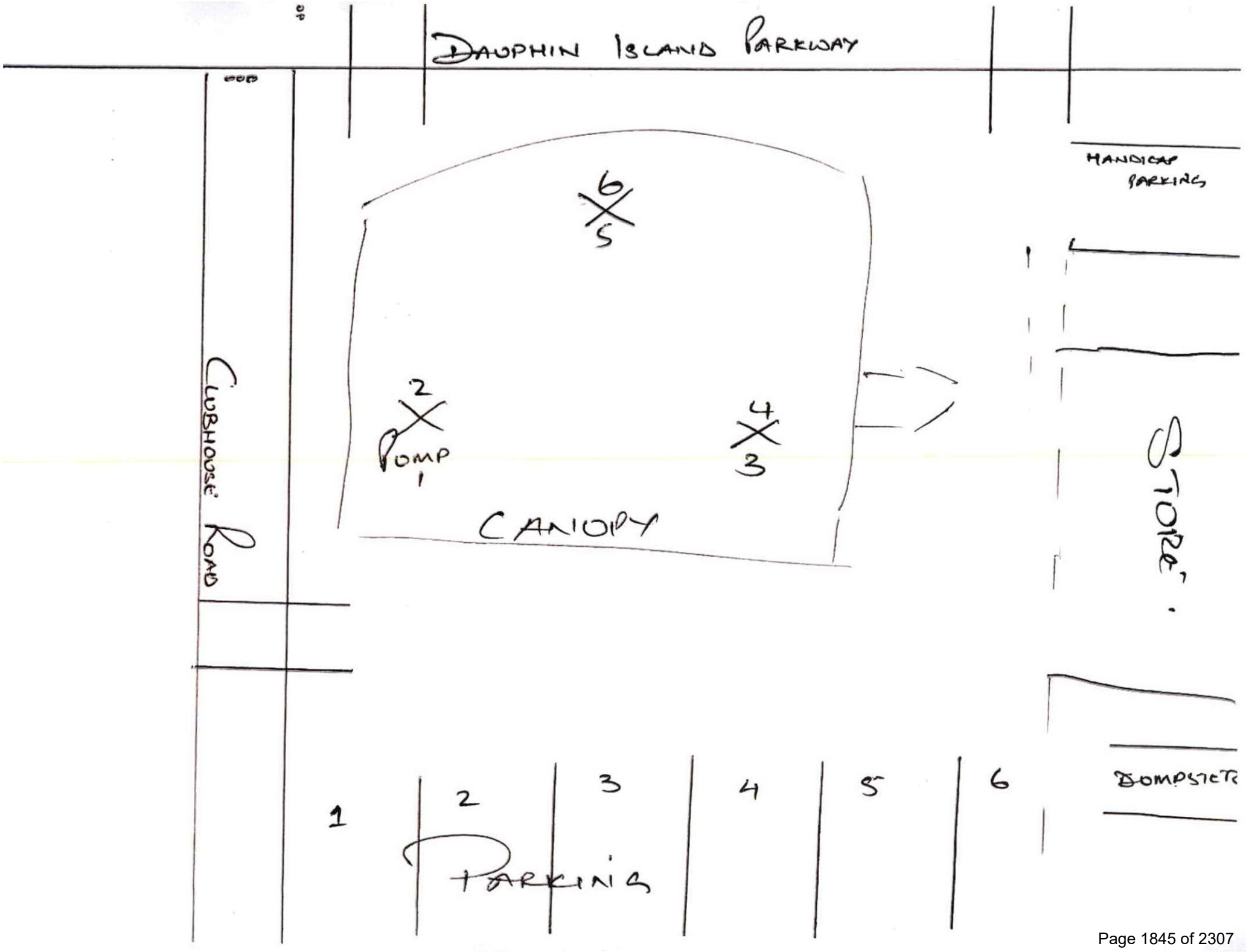
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2260	8	8	✓	B-2	✓

Comments

EXISTING CONVENIENCE STORE

Print Name	Signature	Date
CALDWELL A. WHISTLER	Caldwell C. Whistler	9.24.2025


DAUPHIN ISLAND PARKWAY
CLUBHOUSE ROAD
HANDICAP PARKING
STORE
DUMPSTER
6
5
2
PUMP 1
4
3
CANOPY
1
2
3
4
5
6
PARKING

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-161491-2025
Issue Date: 09/24/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023207400001014.	3110 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
DIP CLUP FOOD MART	Name: DIVYESHKUMAR C. PATEL Company: DIP CLUP FOOD MART Address: 3110 Daiphin Island Pkwy MOBILE, AL 36605 Phone:	B-2

This Zoning Classification Allows the property to be used for:
CONVENIENCE STORE WITH FUEL SALES

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

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **October 15, 2025**

SUBJECT: WEED LIEN GROUP **1671**

Attached, please find Assessment Lists for Weed Lien Group Number **1671** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 10/21/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 11/25/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 10/23/25

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 11/6/2025

LEGAL NOTICE ADS: 11/12/2025-11/19/2025

POSTING DATE: 11/18/2025

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1671	Res. No.
10/21/2025	LOTS TO BE DECLARED	58-
11/25/2025	LOTS FOR PUBLIC HEARING	58-
//2025	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	2203 Rosa Dr	59710	76742		1	
2	257 Rylands St	63080	76743		2	
3	304 Rylands St	67725	76744		2	
4	302 Cuba St	67722	76745		2	
5	1408 Grove St	66606	76746		3	
6	1458 Cloverleaf Cir N	54289	76747		2	
7	1521 Orange St	51223	76748		2	
8	1553 Orange St	57253	76749		2	
9	1550 Robert E Lee St	51374	76753		3	
10	1550 Stewart Ave	65377	76754		3	
11	408 Clay St	68402	76755		2	
12	1364 St Madar St	69590	76756		2	
13	1805 Staples Rd	67781	76758		3	
14	5958 Scottsdale Dr	51335	76761		7	
15	1009 Heustis St	65364	76762		3	
16	1025 Hannon Rd	53381	73763		3	
17	924 Nellie St	66847	76764		3	
18	457 Stanton Rd	53276	76765		1	
19	2116 Felix St	52432	76766		1	
20	1354 Menas Ave	66996	76767		2	
				$ -		

Numbers of lots cut	District total for this group
1	3
2	9
3	7
4	0
5	0
6	0
7	1
	20

Numbers of lots cut	
1	
2	
3	
4	
5	
6	
7	
	0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

10/14/25

Marchetta Dante 10/14/25

60- 2025

R E S O L U T I ON

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

September 2025 FFOM – Thomas S. Manning (Emp #8779)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

Email address	rogersb@cityofmobile.org
Name of Nominee	FMD T.S. Manning
Rank of Nominee	Driver
Assignment of Nominee	Rescue 14
Date of Incident	Sep 26, 2025
Incident Number	N/A
Meritorious Period (To and From)	June 2025
Type of Award being reguested	Employee of the Month
Summary of Incident / Action	I would like to nominate FireMedic Driver T.S. Manning for Firefighter of the Month. He is one of the most dedicated paramedics in our department. His unwavering commitment to delivering exceptional service to our community is apparent in every shift he undertakes. As his Captain, I deeply appreciate his enthusiasm and approachable demeanor, which create a welcoming and supportive atmosphere among our crew. Rescue 14 (RA14) has become one of the premier rescue units, largely due to Driver Manning's outstanding reputation both within our department and the broader EMS community. This has led to a consistent influx of paramedic, nursing, physician and EMT ride-alongs from various training programs in the region. With nearly three decades of experience in emergency medical services, Driver Manning continuously strives to uphold the highest standards of skill and practice. Recently, he volunteered to train the next generation of EMTs for the 25-02 recruit school, ensuring that his extensive experience serves as a valuable resource for new recruits. He takes this responsibility seriously, often seen studying training materials both on and off duty to prepare for his lectures. Moreover, Driver Manning regularly seeks input from crew members to reevaluate and enhance his teaching, ensuring that recruits receive the best possible instruction from diverse perspectives. Recruit Class 25-02 recently completed the National Registry examination, achieving an impressive overall passing rate of 96%. This outstanding result reflects Driver Manning's unwavering commitment to adequately preparing his students for success. Manning’s teaching approach emphasizes not only technical skills but also the vital importance of compassion and effective communication in emergency situations. Overall, Driver Manning exemplifies the core values of our department, serving as an inspiration to both his peers and the next generation of emergency medical professionals. His dedication to excellence and community service truly sets a standard for others to follow.
Name of Originator	Brent Rogers
Rank of Originator	Captain
Assignment of Originator	Engine 14
I certify that the fact contained in the summery are both known to me and are a matter of record.	Brent Rogers

FIREFIGHTER

OF THE MONTH

Thomas S. Manning

The Mobile Fire-Rescue Department (MFRD) is proud to honor FireMedic Driver Thomas S. Manning as the Firefighter of the Month for September 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

September 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL	BARRY N. GLISSON	WILLIAM S. STIMPSON
PRESIDENT, MOBILE CITY COUNCIL	INTERIM FIRE CHIEF	MAYOR, CITY OF MOBILE

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,000.00** to **Azalea City CDC**,* from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Azalea City CDC**,* 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 ***Azalea City CDC**,* will be used to *assist with the purchase of Christmas toys and prom dresses for less fortunate children.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **Azalea City CDC**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate **$2,500.00** to **The Child Advocacy Center**,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Child Advocacy Center**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***The Child Advocacy Center**,* will be used to *assist with the Love Charity Tennis Tournament on April 26 & 28, 2026 .*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$2,500.00** to **The Child Advocacy Center**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$500.00*** *to* ***Mother's Involved Against Gun Violence****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mother's Involved Against Gun Violence****,* 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 ***Mother's Involved Against Gun Violence****,* will be used to *assist with the cost of operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00*** *to* ***Mother's Involved Against Gun Violence****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Hillsdale Senior Center Roof Replacement

CAPITAL PROJECT #: F535-001 (20002000-48010)

CONTRACT AMOUNT: $78,289.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-049a-25

PROJECT DESCRIPTION: The project will replace the existing roofs for the Hillsdale Senior Center and 2 adjacent pavilions. The roof for the Senior Center will be a TPO roof and the pavilions roof will be replaced with a metal panel roof.

VENDOR NAME: Amerson Roofing, Inc

VENDOR NUMBER: 284568

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)
Performance-Contributed	Contractual	Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50%
_X__ or
If different, indicate special
rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: ___Emma Dean – Office Assistant II Date: ___10/09/2025

R E S O L U T I O N

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Amerson Roofing, Inc
Project Name:	CIP Hillsdale Senior Center Roof Replacement
Project Number:	PR-049a-25
Amount:	$78,289.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

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CONTRACT AMOUNT: $78,289.00 **DATE OF RECEIPT:** _____

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Please Select by circling one (Type):

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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:** 10/09/2025

10.09.2025

Dear Council Members:

Attached to this memo is an agreement between the AMERSON ROOFING INC and the City of Mobile, for the project titled “CIP D7 Senior Center” in the amount of $78,289.00.

Contract for Hillsdale Senior Center roof replacement

We look forward to continued communication on this important project. Please call me at (251) 208-7627 or email me at elizabeth.miller@cityofmobile.org or Shannon McIntyre at 251-208-7635 or email at with questions or concerns.

Respectfully,

Miller, Elizabeth
Project Manager
Architectural Engineering
(251) 208-7627

Information on this project is follows:

Commitment Type:	Performance
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor:

Amerson Roofing, Inc.
2125 Cary St.
Flomaton Alabama, 36441

City Business License No.: 101393
Secretary of State No.: 000-135-693

For the following Project:

Hillsdale Senior Center - Roof Replacement
6024 Lorma Road
Mobile, Alabama 36608
Project Number: PR-049a-25

REV.07/22/2025

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Amerson Roofing, Inc., hereinafter referred to as "Contractor."

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.

B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

C. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. **Commencement & Duration**: This Contract shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all obligations under this Contract or (ii) Ninety (90) days from the Effective Date, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:

1. Total Contract Value: Seventy Eight Thousand Two Hundred Eighty Nine and 00/100 Dollars ($78,289.00)

2. Base Bid: $37,974.00
Contingency Allowance: $7,000.00
Total Bid: $44,974.00
Additive Alternate #1: $19,305.00
Additive Alternate #2: $12,810.00
Additive Alternate #3: $1,200.00

Total Contract Sum: $78,289.00

3. Alternates (if any included in the contract sum)

Item:	Price:
Additive Alternate #1: Remove existing roof and provide metal roof for Pavilion #1 (± 1,000 SF) per plans and specifications.	**$19,305.00**
Additive Alternate #2: Remove existing roof and provide metal roof for Pavilion #2 (± 700 SF) per plans and specifications.	**$12,810.00**
Additive Alternate #3: Cost difference in total amount to install a fully adhered roof assembly instead of installing a hybrid roof assembly.	**1,200.00**

4. Unit Prices, if any:

Item:	Units and Limitations:	Price per Unit:
Unit Price #1: Remove and replace (1) square foot of rotten or otherwise unsuitable treated wood deck boards to match adjacent (Base Bid – Senior Center, Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2).	SF	$5.00

5. Payment Schedule: The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
6. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
7. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.

B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Seventy Eight Thousand Two Hundred Eighty Nine and 00/100 Dollars ($78,289.00) which includes a Contingency Allowance of Seven Thousand and 00/100 ($7,000.00) for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.

C. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work. No contingency shall be used without written change order signed by City.

E. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

F. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

G. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

1. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Contract.

2. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
    a. Final Payment
        i. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
    b. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
    c. a Certificate of Substantial Completion has been issued by the Architect/Engineer/City and the project accepted.
    d. The City's final payment to the Contractor of retainage shall be made as follows:

A. 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:

    e. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
        i. Contractor's Release or Waiver of Liens
        ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
    f. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
    g. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
    h. Any additional close out requirements per the contract documents; and
    i. 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.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

A. In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Amerson Roofing Inc. has completed the contract for Hillsdale Senior Center Roof Replacement, 6024 Lorma Road Mobile, Alabama 36608 Project #PR-049a-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

B. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

1. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

2. 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:

1. 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.

2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Department Head of the Architectural Engineering Department requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. 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.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Amerson Roofing Inc. has completed the contract for Hilldale Senior Center Roof Replacement 6024 Lorma Road Mobile, Alabama 36608 Project #PR-049a-25, in Mobile, Alabama. All persons having any claim 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, AL 36633-1827.

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these

construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $250 per day for Substantial Completion; $125 per day for Final Completion. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and

the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract. 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.

H. BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas;

and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the

item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Amerson Roofing, Inc.
P.O. Box 664
Flomaton, AL 36441

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to

maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXI. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. The following documents are incorporated by reference and made part of this Contract:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [Required]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

XXVII. MISCELLANEOUS

A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

B. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that

neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

O. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

T. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Amerson Roofing, Inc.

Maura Sq

By: Maurice Square, President
[Name and Title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Maurice Square, whose name as President of Amerson Roofing, Inc. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 25 day of Sept, 2025

(SEAL)

Notary Public
My Commission Expires: 10/26/25

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

REV.07/22/2025

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

HILLSDALE SENIOR CENTER ROOF REPLACEMENT
PR-049a-25

SUMMARY OF WORK EXHIBIT A:

Base Bid: The Work includes removal of the built-up roof membrane across the entire roof of the Senior Center and installation of a new Thermoplastic-Polyolefin Roof (TPO). Insulation will be sloped to prevent ponding on roof

Alternates: Alternate #1 (Pavilion #1, ± 1,000 SF) and Alternate #2 (Pavilion #2, ± 800): The Work includes removal of the existing asphalt roof across the entire Pavilion roof and installation of a new metal panel roof. Color to match existing Pavilion at Pickle ball court.

Installation of both types of roofs shall be per the Specifications and Construction Documents.

PROGRESS SCHEDULE AND REPORT

PROJECT: Hillsdale Senior Center - Roof Replacement
6024 Lorma Road, Mobile, AL 36608
PR-049a-25

CONTRACTOR: Amerson Roofing, Inc

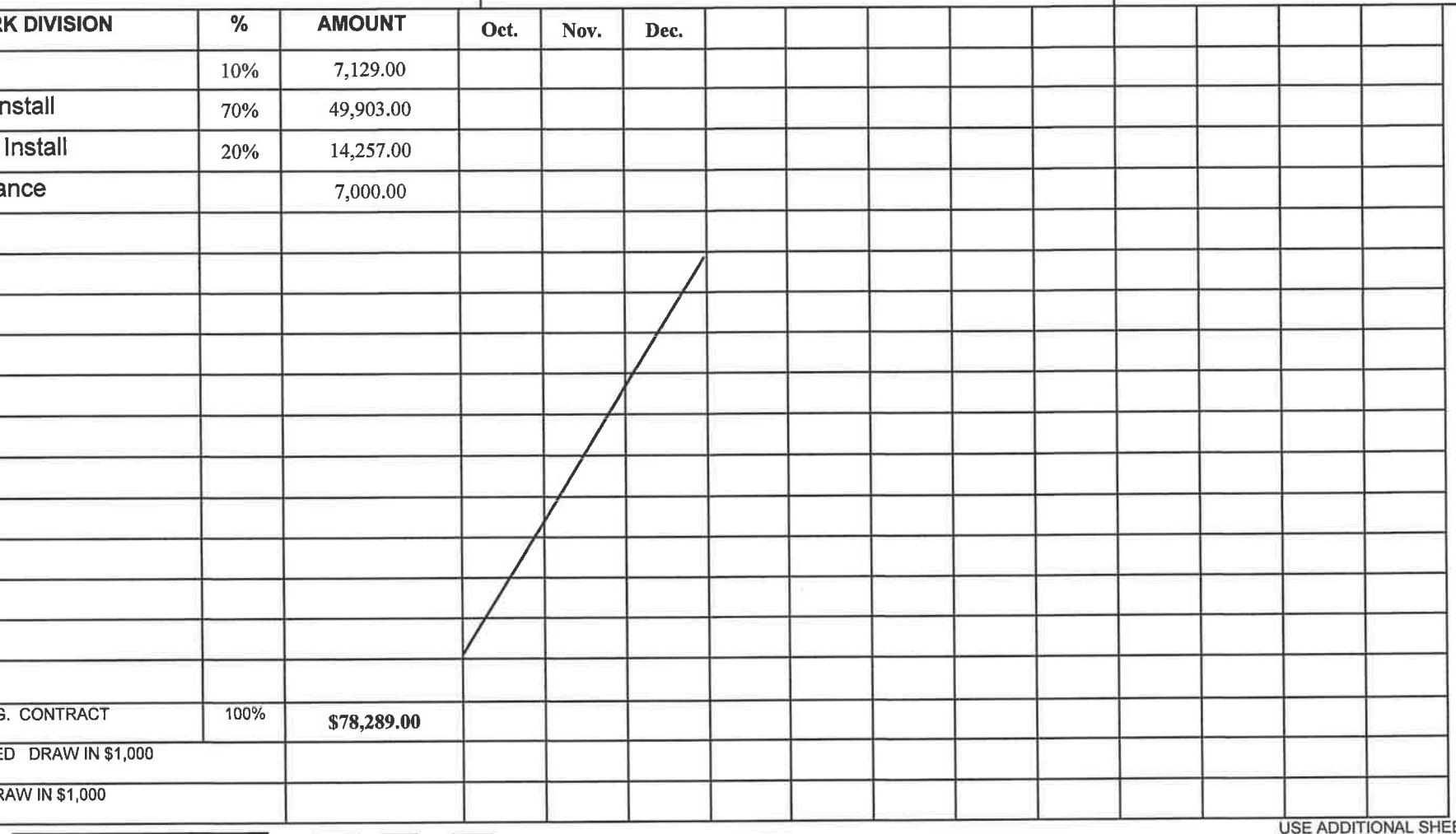
ARCHITECT: Architectural Engineering Department
PO Box 1827, Mobile, AL 36633-182702

DATE OF REPORT: Oct. 1, 2025

PROCEED DATE: Oct. 1, 2025

PROJECTED COMPLETION DATE: Dec. 31, 2025

WORK DIVISION	%	AMOUNT
1 Setup	10%	7,129.00
2 TPO Install	70%	49,903.00
3 Metal Install	20%	14,257.00
6 Allowance		7,000.00
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
TOTAL ORIG. CONTRACT	100%	**$78,289.00**
ANTICIPATED DRAW IN $1,000		
ACTUAL DRAW IN $1,000		



USE ADDITIONAL SHEETS IF JOB IS SCHEDULED MORE THAN 12 MONTHS

LEGEND: ANTICIPATED ACTIVITY ACTUAL ACTIVITY ANTICIPATED CASH FLOW ACTUAL CASH FLOW

SCHEDULE OF VALUES (SOV)

DCM Form C-10SOV
Revised October 2021

Project: Hillsdale Senior Center - Roof Replacement

Project Number: PR-049a-25

PSCA Project Number, if any:

Contractor Company: Amerson Roofing, Inc. PO Box 956, Atmore, AL 36504

Application Number:

Application Date:

Period From: Period To:

A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value (including fully executed [signed by all parties] change order amounts)	Work Completed: Work Previously Completed (Previous pay app SOV's column F. D is $0 if this SOV is for first pay app.)	Work Completed: Work Completed This Period (Period as noted above)	Total Work Completed to Date (This application SOV's D + E)	Materials Presently Stored (G total greater than $0 must match C-10SM's column E total. This SOV's G amounts are not in this SOV's D nor E amounts.)	Total Work Completed to Date & Materials Presently Stored (This SOV's F + G)	Percent of Contract Completed to Date (This SOV's H / C)	Retainage (This column's Total's cell formula calculates the applicable variable rate)
1.	Setup	$ 7,129.00			$ -		$ -	0.00%	Retainage Variable Rate:
2.	TPO Install	$ 49,903.00			$ -		$ -	0.00%	
3.	Metal Install	$ 14,257.00			$ -		$ -	0.00%	
4.	Allowance	$ 7,000.00			$ -		$ -	0.00%	If Total Work Completed to Date & Materials Presently Stored (H) is less than or equal to 50% of Total Scheduled Value (C), Retainage = H x 0.05.
5.					$ -		$ -		
6.					$ -		$ -		
7.					$ -		$ -		
8.					$ -		$ -		
9.					$ -		$ -		
10.					$ -		$ -		
11.					$ -		$ -		
12.					$ -		$ -		
13.					$ -		$ -		
14.					$ -		$ -		Once H exceeds 50% of C and up until project is complete, Retainage = C x 0.025.
15.					$ -		$ -		
16.					$ -		$ -		
17.					$ -		$ -		
18.					$ -		$ -		
19.					$ -		$ -		
20.					$ -		$ -		
21.					$ -		$ -		There will be no retainage on final payment application.
22.					$ -		$ -		
23.					$ -		$ -		
24.					$ -		$ -		
25.					$ -		$ -		
	TOTALS:	**$ 78,289.00**	$ -	$ -	$ -	$ -	$ -	**0.00%**	$ -
This pay app SOV's column totals must match amounts in this pay app Form C-10 per the following indicated Form C-10 line #s:		C.	None	None	1.	2.	3.	3.	4.

Note: If this SOV's column G: Materials Presently Stored includes any amounts other than $0, then DCM Form C-10SM: Inventory of Stored Materials with back-up receipts must be submitted as part of the payment application documentation.

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	Amerson Roofing, Inc.
Address	PO Box 956, Atmore, AL 36502
Telephone	251-368-5295
E-Mail	sandra@amersonroofing.com

RFP/RFQ Solicitation Number	
Project Description	Hillsdale Senior Center Roof Replacement
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 6 Female 2 Minority _____ Non-minority _____ SDVO _____ Total number of Employees 8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Maurice Square

Signature: _____ Date: Sept 17, 2025

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Maurice Square Title: President

Email: sandra@amersonroofing.com Phone: 251-368-5295

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 (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Amerson Roofing, Inc. Your Bid/Proposal Amount $ 44,974.00 Date: Sept 17, 2025

Description Hillsdale Senior Center Roof Replacement Name of Bidder/Proposer: Amerson Roofing, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
Heeley-Brown Company, Inc.	850-429-9061	Roofing Materials	$21,213.00	55%	NO	
TLA Investments, LLC	850-728-0237	TPO Roof	$ 6,300.00	16%	YES	

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Amerson Roofing, Inc.

Contact Person: Maurice Square Phone: 251-368-5295 Email: sandra@amersonroofing.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**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
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

NO There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

NO Could not find sufficient DBEs to provide subcontracting or supplier services.

N/A DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Bond No. 800194297

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Amerson Roofing, Inc. 2125 Cary St. Flomaton Alabama, 36441, hereinafter called the Principal, and Atlantic Specialty Insurance Company, 605 Hwy. 169 N., Ste. 800, Plymouth, MN 55441, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Seventy Eight Thousand Two Hundred Eighty Nine and 00/100 Dollars ($78,289.00) 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 25 day of Sept., 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 Hillsdale Senior Center - Roof Replacement 6024 Loma Road Mobile, Alabama 36608 Project Number: PR-049a-25, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 30 day of September, 2025.

CONTRACTOR AS PRINCIPAL

Company: Amerson Roofing, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Maurice Square, President

SURETY

Company: Atlantic Specialty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mike Gardner, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Mike Gardner, Attorney-in-Fact
Company Name: Financial Surety Underwriters, LLC
Address: 4956 Sugar Pike Rd.
Canton, GA 30115
Phone and Fax: (678) 297-5566/(678) 297-0179

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Cyra B. Peterson, Mike Gardner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated_____ day of _ _____, 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

Bond No. 800194297

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Amerson Roofing, Inc. 2125 Cary St. Flomaton Alabama, 36441, as Principal, and Atlantic Specialty Insurance Company, 605 Hwy. 169 N., Ste. 800, Plymouth, MN 55441, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Seventy Eight Thousand Two Hundred Eighty Nine and 00/100 Dollars ($78,289.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 25 day of Sept. 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Hillsdale Senior Center - Roof Replacement 6024 Lorma Road Mobile, Alabama 36608 Project Number: PR-049a-25, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mike Gardner **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 30 day of September 2025

CONTRACTOR AS PRINCIPAL
Company: Amerson Roofing, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title:
Maurice Square, President

SURETY
Company: Atlantic Specialty Insurance Company
(Corporate Seal)

By: _____
(Signature)
Name and Title: Mike Gardner, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: Mike Gardner, Attorney-in-Fact
Company Name: Financial Surety Underwriters, LLC
Address: 4956 Sugar Pike Rd.
Canton, GA 30115
Phone and Fax: (678) 297-5566/(678) 297-0179

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Cyra B. Peterson, Mike Gardner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Best Insurance Group Inc.
P.O. Box 67
Trussville AL 35173

CONTACT NAME: Deborah Connell
PHONE (A/C, No, Ext): 205-655-2128 **FAX (A/C, No):** 205-655-4895
E-MAIL ADDRESS: certificates@bestinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Penn National Security Ins. Co.	32441
INSURER B : Penn National Mutual Casualty Ins. Co.	14990
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AMERROO-02
Amerson Roofing Inc
P O Box 956
Atmore AL 36504

COVERAGES **CERTIFICATE NUMBER:** 80943231 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CX92023413	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000.
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	AU92023413	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000.
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR	Y	Y	UL92023413	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/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	$
A	EPLI			CX92023413	1/1/2025	1/1/2026	Limit: 100,000.	Deductible 5,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hillsdale Senior Center 6024 Lorma Road Mobile, AL 36608
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies shall be Primary and Non-contributory with any other insurance in force, or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Umbrella Liability.
30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER
City of Mobile
P. O. BOX 1827
MOBILE AL 36633

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian D. Smith

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 FAX (A/C, No): 217-477-6772 E-MAIL ADDRESS: workersfirst@ccmsi.com
INSURED AMERSON ROOFING, INC. 2125 CARY STREET FLOMATON, AL 36441	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : WorkersFirst CompFund INSURER B : Midwest Employers Casualty Company — 23612 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	EWC005404(WC) PQAL127200(EL)	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #: PR-049a-25 - Hillsdale Senior Center - Roof Replacement, 6024 Lorma Road Mobile, AL 36608. Waiver of Subrogation in favor of certificate holder applies. A 30 day written notice of cancellation applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER

CITY OF MOBILE
P. O. BOX 1827
MOBILE, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Linda Hudgins

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CertRecID: 735588
PRID: 340417041

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
P. O. Box 1827
Mobile, AL 36633

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective ***9/24/2025 - 1/1/2026*** Policy No. ***PQAL127200(EL)*** Endorsement No.
Premium ***0***
Insured
AMERSON ROOFING, INC.
Insurance Company
WorkersFirst Comp Fund

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)

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ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/1/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): 205-655-2128
Best Insurance Group Inc. P.O. Box 67 Trussville, AL 35173	
FAX (A/C, No): 205-655-4895	E-MAIL ADDRESS: certificates@bestinsgrp.com
CODE:	SUB CODE:
AGENCY CUSTOMER ID #:	

COMPANY: Berkshire Hathaway Specialty Insurance Company

INSURED
Amerson Roofing Inc
505 N Main Street
Atmore AL 36502

LOAN NUMBER	POLICY NUMBER
	47VBR01499901

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
10/01/2025	10/01/2026	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location: 6024 Lorma Road Mobile, AL 36608
Replacement Roof - Hillsdale Senior Center

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Renovations and Improvements Existing Buildings or Structures	$78,500.	$1,000.

REMARKS (Including Special Conditions)

Hillsdale Senior Center 6024 Lorma Road Mobile, AL 36608

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

City of Mobile
P. O. BOX 1827
MOBILE, AL 36633

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☐

LOAN #

AUTHORIZED REPRESENTATIVE
Brian D. Smith

ACORD 27 (2016/03)

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Company ID Number: 503732

Approved by:

Employer Amerson Roofing Inc	
Name (Please Type or Print) Maurice Square	Title President
Signature Electronically Signed	Date 02/13/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/13/2012

E-Verify

Company ID Number: 503732

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Amerson Roofing Inc
Company Facility Address	2125 Cary Street Flomaton, AL 36441
Company Alternate Address	PO Box 956 Atmore, AL 36504
County or Parish	ESCAMBIA
Employer Identification Number	631022979
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Amerson Roofing, Inc.	
Entity ID Number	000-135-693
Entity Type	Domestic Corporation
Principal Address	505 NORTH MAIN STREET ATMORE, AL 36502
Principal Mailing Address	505 NORTH MAIN STREET ATMORE, AL 36502
Status	Exists
Place of Formation	Escambia County
Formation Date	02/22/1990
Registered Agent Name	SQUARE, MAURICE D.
Registered Office Street Address	505 N. MAIN STREET ATMORE, AL 36502
Registered Office Mailing Address	505 N. MAIN STREET ATMORE, AL 36502
Nature of Business	
Capital Authorized	$100,000
Capital Paid In	
Incorporators	
Incorporator Name	AMERSON, O P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	AMERSON, OLIVER P JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/30/2018

Amerson Roofing, Inc.	
Capital Amounts Changed From	$100,000 Authorized --- Paid In
Transaction Date	05/30/2018
Nature Of Business Changed From	----
Transaction Date	05/30/2018
Principal Office Changed From	ATMORE, AL
Transaction Date	05/30/2018
Registered Agent Changed From	AMERSON, O P P O BOX 956 300 W CHURCH STR ATMORE, AL 36504
Transaction Date	09/02/2021
Agent Mailing Address Changed From	AMERSON, O P PO BOX 956 ATMORE, AL 36504
Transaction Date	09/02/2021
Registered Agent Changed From	AMERSON, O P 300 WEST CHURCH STREET ATMORE, AL 36504
Transaction Date	12/07/2021
Principal Mailing Address Changed From	NOT PROVIDED ATMORE, AL
Transaction Date	12/07/2021
Principal Office Changed From	NOT PROVIDED ATMORE, AL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/22/1990 Certificate of Formation 4 pgs.
Document Date / Type / Pages	06/06/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/07/2021 Articles of Amendment 2 pgs.

Browse Results New Search

PROJECT MANUAL

FOR

Hillsdale Senior Center Roof Replacement

6024 Lorma Road
Mobile, Alabama 36608

Project #PR-049a-25

September 3, 2025

Maurin Architecture, PC
61 St. Joseph Street, Suite 1501
Mobile, Alabama 36602

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: September 17, 2025

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders
  - AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00400 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement between City of Mobile and Contractor for a Stipulated Sum (with Owner's modifications)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment
    - AIA Document G702 and
    - AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion
    - AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims
    - AIA Document G706
  - Contractor's Affidavit of Release of Liens
    - AIA document G706A
  - Consent of Surety to Final Payment
    - AIA Document G707
  - E-Verify Documentation (Sample)
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS
- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01220 Unit Prices
- Section 01230 Alternative Bid Items
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
- Section 017823 Operation and Maintenance Data
- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
- Section 024126 Selective Roof Demolition

DIVISION 3 CONCRETE

DIVISION 4 MASONRY

Hillsdale Senior Center
Roof Replacement
PR-049a-25

DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC
Section 061013 Rough Carpentry– Architectural
DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 074113 Formed Metal Roof Panel - Alternate Bid Items #1 & #2
Section 075423 Thermoplastic-Polyolefin Roofing (TPO)
Section 076200 Sheet Metal Flash and Trim
DIVISION 8 DOORS AND WINDOWS
DIVISION 9 FINISHES
Section 099000 Paints and Coatings
DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
DIVISION 24 ELECTRICAL

DRAWINGS:

T1.1 Title Sheet
BCS1 Building Scope Summary
AS1 Architectural Site Plan – Scope of work
D1.1 Senior Center – Demolition Roof Plan & Details
D2.1 Alternates #1 & #2: Demolition of Roof Plans
A1.1 Senior Center – New Roof Plan & Details
A2.1 Alternates #1 & #2: New Roof Plans

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	Hillsdale Senior Center Roof Replacement
PROJECT LOCATION:	6024 Lorma Road, Mobile, Alabama 36608
PROJECT NUMBER:	PR-049a-25

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 17th day of September. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk's Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. **Addenda will be posted on the City of Mobile Bidding Website.** https://www.cityofmobile.org/bids/

D. **This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

E. Product Substitutions must be pre-approved before the bid (see Section 01635 Substitution Procedures for requirements).

3 BID SURETY: Required on Bids $50,000.00 or more

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor’s state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business “Entity ID Number” on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

A. A pre-bid conference will be held on September 10, 2025, at 9:00 am on site at the Pavilion behind the building. Note that any information conveyed by facility personnel outside written addenda is not official.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR HILLSDALE SENIOR CENTER ROOF REPLACEMENT - PROJECT NUMBER: PR-049a-25".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, SEPTEMBER 17, 2025.**

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 “Instructions to Bidders - AIA Document A701” and in the specification Section 00300 “Supplementary Instructions to Bidders”.

12 STATE OF ALABAMA IMMIGRATION ACT

“The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company’s documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

14 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records prior to performing any work on the contract and shall attach to bidding documentation.

END OF SECTION 00100

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

«Hillsdale Senior Center Roof Replacement»
«6024 Lorma Road »
«Mobile, AL 36608 »
«PR-049a-25»

THE OWNER:
(Name, legal status, address, and other information)

City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

THE ARCHITECT:
(Name, legal status, address, and other information)

«City of Mobile Architectural Engineering Department.»
«P.O. Box 1827 »
«Mobile, Alabama 36633-1827 »

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

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6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9 NONDISCRIMINATION

10 USE OF DOMESTIC PRODUCTS

11 PREFERENCE TO RESIDENT CONTRACTORS

12 PRE-BID REQUIREMENTS

13 POST-BID REQUIREMENTS

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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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User Notes: (1969713257)

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who

a. Is neither organized nor existing under the laws of the State of Alabama
b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

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§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Paragraphs deleted)
§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.
(Paragraphs deleted)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

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§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for

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completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:
(Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding $10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

(Paragraph deleted)

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs deleted)

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

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.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

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§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contactors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type

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of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

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City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

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8 ~~ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9 NONDISCRIMINATION

10 USE OF DOMESTIC PRODUCTS

11 PREFERENCE TO RESIDENT CONTRACTORS

12 PRE-BID REQUIREMENTS
13 POST-BID REQUIREMENTS

PAGE 2

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who
a. Is neither organized nor existing under the laws of the State of Alabama
b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

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§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

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§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

...

~~*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*~~

...

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ~~seven~~ five (5) calendar days prior to the date for receipt of Bids. ~~*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*~~

...

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

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§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ~~ten~~ fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

...

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

...

~~*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*~~

...

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§ 3.4.3 Addenda will be issued no later than ~~four~~ two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

...

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

...

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

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§ 4.2.1 Each Bid shall be accompanied by the following bid ~~security:~~security if so required in the Bidding Documents:

...

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding $10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. ~~In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~

...

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. ~~However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.~~

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

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Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

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~~**§ 4.3.2** Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.~~

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be ~~accepted.~~accepted and will be returned unopened.

...

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid ~~security~~ security, if required, shall be in an amount sufficient for the Bid as resubmitted.

~~**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:~~
~~*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*~~

...

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding ~~Documents.~~ Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 ~~Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and~~ The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

...

~~**§ 6.2 Owner's Financial Capability**~~
~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, ~~as soon as practicable~~ within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

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.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

...

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

...

~~(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)~~

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

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§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ~~three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.~~ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 ~~Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.~~The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

...

~~**ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**~~

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the

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City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contactors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

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Land Use/Code Administration	Revenue Department
P. O. Box 1827	P. O. Box 1827
Mobile, Alabama 36633-1827	Mobile, Alabama 36633-1827
Phone: 251.208.7421	251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

~~**§ 8.1** Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:~~

~~**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.4** Building Information Modeling Exhibit, if completed:~~

~~**.5** Drawings~~

~~**Number**~~	~~**Title**~~	~~**Date**~~

~~**.6** Specifications~~

~~**Section**~~	~~**Title**~~	~~**Date**~~	~~**Pages**~~

~~**.7** Addenda:~~

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Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[–] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

___

[–] The Sustainability Plan:

Title	Date	Pages

[–] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:01:47 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

1. BIDDING DOCUMENTS:

   A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

   B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

   C. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer assume responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

   A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

   B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM September 12, 2025. E-mail requests are required and should be addressed to the Project Manager elizabeth.miller@cityofmobile.org . Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

   C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the costliest and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

   A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

   B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

   C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

   D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work and fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

B. **Request for substitutions shall be entertained pre-bid only. Submit requests in accordance with Section 01635 Substitutions via e-mail to the Project Manager by 3:00 pm September 12, 2025.**

6. SUBMISSION OF BIDS:

   A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR HILLSDALE SENIOR CENTER ROOF REPLACEMENT: PR-049A-25", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

   B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

   C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

   D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

   A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

   A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

   B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

   C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

   D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

   A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
   (1). Performance Bond and Labor and Material Payment Bond (originals);
   (2). Certificate of Insurance (original) with endorsements to City of Mobile;
   (3). Evidence of enrollment in the E-Verify program.
   (4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461p

18. CITY OF MOBILE BUILDING PERMIT:

A. City of Mobile Building Permits are required and shall be obtained from the Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery.

B. At all buildings that will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the various buildings between 7:30 am and 5:00 pm or as otherwise scheduled with the Facility Maintenance Staff. Schedules to be discussed at the meeting referenced in part B directly above.

D. The Contractor may be allowed additional construction days due to inclement conditions (“rain days”) only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A “rain day” is defined as more than a “trace” (0.10”) of rain falling within a given 24-hour period. The Contractor shall provide documentation and formally request any “rain days” they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor’s responsibility to carefully remove and store any items not permanently installed within the work areas. It is strongly recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each workday. All final cleaning is the

responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission website at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Hillsdale Senior Center Roof Replacement - PR-049a-25, 6024 Lorma Road, Mobile, Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural

Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a ten (10) year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-049a-25
PROJECT NAME: Hillsdale Senior Center Roof Replacement
PROJECT LOCATION: 6024 Lorma Road
Mobile, Alabama, 36608

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Maurin Architecture, P.C., dated September 17, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: $ _____ .00

Contingency Allowance: + $ 7,000.00

Total Base Bid: $ _____ .00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ _____ **.00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Remove existing roof and provide metal roof for Pavilion #1 (± 1,000 SF) per plans and specifications.

_____ Dollars & No Cents $ _____ .00
Amount in Words Amount in #'s

Additive Alternate #2: Remove existing roof and provide metal roof for Pavilion #2 (± 700 SF) per plans and specifications.

_____ Dollars & No Cents $ _____ .00
Amount in Words Amount in #'s

Unit Price #1: Remove and replace (1) square foot of rotten or otherwise unsuitable treated wood deck boards to match adjacent (Base Bid – Senior Center, Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2).

$_____ SF

Unit Price #2: Remove, replace and paint to match one (1) linear foot of treated 6" (verify board size in field to match existing fascia board) soffit fascia board (Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2):

$_____ LF

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $7,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall

become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2025**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:** _____

Name of Project: Hillsdale Senior Center Roof Replacement

Project Number: PR-049a-25

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$_____
ADDITIVE ALTERNATE #1:	$_____
ADDITIVE ALTERNATE #2:	$_____

p

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

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.

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	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

Contact Office of Small Business Development for questions on completing this form.
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_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

Updated 7.2025

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		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.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

SECTION 00500
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM whereas of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: _____
_____
_____

City Business License No.:
Secretary of State No.:

For the following Project: Hillsdale Senior Center - Roof Replacement
6024 Lorma Road
Mobile, Alabama 36608
Project Number: PR-049a-25

DRAFT SUBJECT TO CHANGE

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and (Contractor Name), hereinafter referred to as "Contractor."

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.

B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

C. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. **Commencement & Duration**: This Contract shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all obligations under this Contract or (ii) Ninety (90) days from the Effective Date, unless otherwise terminated as provided herein.

DRAFT SUBJECT TO CHANGE

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:

1. Total Contract Value: $_____
   [Insert Amount]
2. Base Bid: $_____
   Contingency Allowance: $7,000.00
   Total Bid: $_____
   Additive Alternate #1: $_____
   Additive Alternate #2: $_____

   Total Contract Sum: $_____
3. Alternates (if any included in the contract sum)

Item:	Price:
Additive Alternate #1: Remove existing roof and provide metal roof for Pavilion #1 (± 1,000 SF) per plans and specifications.	
Additive Alternate #2: Remove existing roof and provide metal roof for Pavilion #2 (± 700 SF) per plans and specifications.	

4. Unit Prices, if any:

Item:	Units and Limitations:	Price per Unit:
_____	_____	_____
_____	_____	_____

5. Payment Schedule: The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
6. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
7. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.

B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed _____ and 00/100 Dollars ($_____) which includes a Contingency Allowance of _____ and 00/100 ($_____) for unanticipated work within the

DRAFT SUBJECT TO CHANGE

scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.

C. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work. No contingency shall be used without written change order signed by City.

E. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

F. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

G. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

1. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Contract.

2. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
    a. Final Payment
        i. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
    b. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the

DRAFT SUBJECT TO CHANGE

City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

c. a Certificate of Substantial Completion has been issued by the Architect/Engineer/City and the project accepted.

d. The City's final payment to the Contractor of retainage shall be made as follows:

A. 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:

e. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
   i. Contractor's Release or Waiver of Liens
   ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;

f. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);

g. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);

h. Any additional close out requirements per the contract documents; and

i. 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.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

A. In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for Hillsdale Senior Center Roof Replacement 6024 Lorma Road Mobile, Alabama 36608 Project #PR-

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049a-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

B. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

1. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

2. 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:

1. 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.

2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Department Head of the Architectural Engineering Department requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of

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third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

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C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. 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.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support

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personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or

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hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor Name) has completed the contract for Hilldale Senior Center Roof Replacement 6024 Lorma Road Mobile, Alabama 36608 Project #PR-049a-25, in Mobile, Alabama. All persons having any claim 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, AL 36633-1827.

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be be $250 per day for Substantial Completion; $125 per day for Final Completion. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays

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caused by force majeure, or as otherwise defined herein. “Force majeure” shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City’s representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City’s policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City’s possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City’s Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor’s services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day’s written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City’s termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day’s written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be

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as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract. 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.

H. BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

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E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be

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effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: _____
_____
_____

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

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XVIII. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

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XX. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

XXI. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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XXVI. CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. The following documents are incorporated by reference and made part of this Contract:

Exhibit A: Scope Of Services
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [If Applicable]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

XXVII. MISCELLANEOUS

A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

B. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

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G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

O. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this

DRAFT SUBJECT TO CHANGE

Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

T. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

DRAFT SUBJECT TO CHANGE

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:

_____

By:_____
[Insert Name and Title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that _____ [name], whose name as _____ [title] of _____ [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

DRAFT SUBJECT TO CHANGE

SECTION 00600
BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. CERTIFICATE OF LIABILITY INSURANCE. (Sample COI)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. E-Verify Documentation (Sample)

J. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 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 Hillsdale Senior Center Roof Replacement (PR-049a-25), 6024 Lorma Road Mobile, Alabama, 36608, 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: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name:_____

Address: _____

_____

Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208- 7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor**,** _____, _____, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Hillsdale Senior Center Roof Replacement (PR-049a-25), 6024 Lorma Road, Mobile, Alabama, 36608, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208-7454

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X				MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X				AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ]	N / A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$
5. RETAINAGE:	
a. ____ % of Completed Work (Column D + E on G703)	$
b. ____ % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $
2. Net change by Change Orders $
3. CONTRACT SUM TO DATE (Line 1 ± 2) $
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $
5. RETAINAGE:
   a. _____ % of Completed Work (Column D + E on G703) $
   b. _____ % of Stored Material (Column F on G703) $
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $
8. CURRENT PAYMENT DUE $
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: [X]
ARCHITECT: [ ]
CONTRACTOR: [X]
FIELD: [ ]
OTHER: [ ]

TO OWNER:
(Name and address)
City of Mobile,Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-1827

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Mobile OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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User Notes: (2019849330)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

Company ID Number:

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name _____

City Vendor No. *(if available)* _____ Tax Identification No. _____

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

EFT Contact Email _____
(required for EFT payment notification emails)

Bank Name _____

Routing Number _____ Account Number _____

Account Type ☐ Checking or ☐ Savings

Authorized Official (print) _____

Authorized Official (signature) _____ Date 12/28/2018

For City Use Only: Vendor No._____ Entered Date _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ 12/28/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Hillsdale Senior Center Roof Replacement
6024 Lorma Road
Mobile, AL 36608
PR-049a-25

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall 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.

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§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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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 Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

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Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 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.

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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 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.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 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

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 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

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submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s)**.

§ 9.3.2 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.

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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

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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.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- **.4** **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)
§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

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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

§ 11.2.2 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.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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§ 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.

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§ 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. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work

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or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall ~~secure and pay for the building permit as well as for~~ **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
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§ 3.10.1 The Contractor, ~~promptly~~ **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.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

...

§ 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.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
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§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ **The apparent low bidder, with (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be~~

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~~increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ **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. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

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.4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.2 Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~**actually incorporated or consumed in the work;**

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ **by** the Contractor or others;

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1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution; ~~; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

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1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ **The** Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required,~~ 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 if provided for in the Contract Documents.~~retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ **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.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

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§ 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.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **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 ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **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.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 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

...

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ () to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 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.~~start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

...

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner ~~shall~~ **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

...

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ **may** be determined **only** as provided in Article 15 and Article 7.
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~~**§ 11.3 Waivers of Subrogation**~~
~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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~~§11.5 Adjustment and Settlement of Insured Loss~~

~~§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

...

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

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~~§ 13.5 Interest~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
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§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ **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
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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

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.
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§ 15.2.2 The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ **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 ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~.

~~**§ 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~~

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~~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.~~

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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to~~

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~~be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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_____

(Signed)

_____

(Title)

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(Dated)

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SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: power, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:
Base Bid: The Work includes tear off and replace the built-up roof membrane across the entire roof. This work will include the following activities:

1) Remove and dispose of the existing built-up roof membrane and inspect the existing deck.

2) Unit Price: Remove and replace any wet or otherwise unsuitable deck. Carefully document the total square footage of roof deck to be replaced

in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).

3) Prepare existing wood deck for new roof installation.

4) Follow instructions for roof assembly installation as described in SECTION 075423: THERMOPLASTIC-POLYOLEFIN ROOFING (TPO).

5) INSULATION: Loose lay Base and Upper layers of insulation board over substrate. Reduce thickness of insulation around roof drains and overflow scuppers to facilitate drainage of the roof surface.

6) COVER BOARD: Simultaneously fasten cover board through insulation using fasteners specifically designed and sized for fastening specified roof insulation to specified deck.

Unit Price, if required after Step 1: Remove and replace any wet or otherwise unsuitable deck. Carefully document the total square footage of roof deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).

D. Contract Description: Stipulated sum.

E. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After the approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery. Substitutions on named equipment shall be considered pre-bid only.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate building and work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application. Submit DBE Utilization Form with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals at least every week while work on site is proceeding.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit electronic submittals to the Project Manager. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when

more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide his own temporary facilities. Use of facility facilities is not possible.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a

daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified: **Equal alternate products to be approved by Owner as PRE-BID Substitutions. Submit product data as required in SUBSTITUTIONS.**

1.34 SUBSTITUTIONS

A. **Architect/Engineer will consider requests for Substitutions only Pre-Bid. Submit requests by September 12, 2025, by 3:00pm via e-mail to Project Manager elizabeth.miller@cityofmobile.org.**

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents. Comply with procedures and documentation as per Section 01635 Substitutions.

C. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer’s Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of two (2) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner’s representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of seven thousand Dollars ($7,000.00).

END OF SECTION

SECTION 01220
UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Measurement.
   2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment. Contractor must document quantities involved with photographs and measurements, or **in some other manner satisfactory to the Owner**.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Remove and replace (1) square foot of rotten or otherwise unsuitable treated wood deck boards to match adjacent (Base Bid – Senior Center, Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2).
   1. Unit of measure: Per Board Foot.
   2. Basis of payment:
      a. Contract Sum to be based on quantities material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

B. Remove, replace and paint to match one (1) linear foot of treated 6” (verify board size in field to match existing fascia board) soffit fascia board (Alternate Bid #1 - Pavilion #1
& Alternate Bid #2 - Pavilion #2):
   1. Unit of measure: Per board foot or portion thereof.
   2. Basis of payment:
      a. Contract Sum to be based on quantities of material provided and installed.
      b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

SECTION 01230

ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes
1. Documentation of changes to Contract Sum and/or Contract Time.

B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.

C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

B. Individual specification sections identified.

PROCEDURES

C. Alternates will be exercised at the option of Owner.

D. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.4 DESCRIPTION OF ALTERNATES

A. Alternate #1 (Pavilion #1, ± 1,000 SF): The Work includes replacement of the existing asphalt roof across the entire Pavilion roof. This work will include the following activities:

1) Remove and dispose of the existing asphalt shingle roof assembly, and inspect the existing deck. Remove and replace any wet or otherwise unsuitable deck or fascia board. Carefully document the total square footage of roof deck or fascia board to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
2) Provide and install new PBR 24-gauge Kynar-coated metal roof panels, counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as

selected by Architect from manufacturer's full range. Install metal panels according to manufacturer's instructions in orientation, sizes, and locations indicated. Use the specified fasteners according to manufacturer's instructions in material & spacing

3) Install all necessary terminations at perimeters, penetrations; curbs, etc., as required by the roofing manufacturer. Cover all exposed termination bars with new 24-gauge Kynar-coated counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range.

B. Alternate #2 (Pavilion #2, ± 800 SF): The Work includes replacement of the existing asphalt roof across the entire Pavilion roof. This work will include the following activities:

1) Remove and dispose of the existing asphalt shingle roof assembly, and inspect the existing deck. Remove and replace any wet or otherwise unsuitable deck or fascia board. Carefully document the total square footage of roof deck or fascia board to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
2) Provide and install new PBR 24-gauge Kynar-coated metal roof panels, counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range. Install metal panels according to manufacturer's instructions in orientation, sizes, and locations indicated. Use the specified fasteners according to manufacturer's instructions in material & spacing.
3) Install all necessary terminations at perimeters, penetrations; curbs, etc., as required by the roofing manufacturer. Cover all exposed termination bars with new 24-gauge Kynar-coated counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, Engineer, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project

including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.

D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.p

E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at

Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and

Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

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1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
1. Submittals for Review
2. Closeout Submittals.

B. Include for each submittal:
1. Specification section number.
2. Description of submittal.
3. Type of submittal.
4. Anticipated submittal date.

C. Submit one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

C. Submit one (1) pdf copy. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. **Named products and products that are scheduled to be direct replacements must obtain substitution approval prior to bid**. If a substitution is approved, all costs to provide a complete and turn key project that may be associated with the substitution shall be included in the Bid.

C. Related Sections:
1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance for outages less than 1 hour in duration and two (2) months in advance for outages over 1 hour in duration.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning

materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Re-grade and sod any disturbed grass areas.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer’s signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Contractor.
e. Page number.

3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Engineer will return annotated file.
b. PDF electronic file. Engineer will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-

obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

i. Remove labels that are not permanent.

j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

n. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01731
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes procedural requirements for cutting and patching.

B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.

C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials identical to existing materials to the maximum extent available.

B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Provide temporary support of work to be cut.

B. Protect existing conditions during cutting and patching to prevent damage.

C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.

1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 02 41 26

SELECTIVE ROOF DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal. The adjacent buildings are occupied and it will be necessary to maintain access to adjacent buildings.

B. Types of Demolition Work include, but are not limited to the following items:
   1. Removal of existing roofing material, felts, flashings, fasteners and fascia board as indicated on Drawings and as required to accommodate new roof assembly per manufacturer specifications.

1.02 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site.

B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed.

1.03 PRE-INSTALLATION MEETINGS

A. Pre-roofing Conference: Conduct conference at Project site.

1.04 INFORMATIONAL SUBMITTALS

A. Pre-demolition Photographs or Video: Submit to Architect before Work begins.

1.05 FIELD CONDITIONS

A. Owner will occupy buildings immediately adjacent to selective roof demolition area. Conduct selective roof demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective roof demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify the Architect. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS

2.01 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective roof demolition required.

B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the Architect and Owner.

C. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs. .

3.02 PREPARATION

A. Site Access and Temporary Controls: Conduct selective roof demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.03 SELECTIVE ROOF DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Neatly remove existing roofing materials. Use methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed to minimize disturbance of adjacent surfaces.
   2. Do not begin demolition if inclement weather is interment.
   3. Do not remove more roofing that cannot be replaced on the same day. Protect interior of building from moisture /rain damage.
   4. Avoid marring existing finished surfaces that are to remain.
   5. Locate selective roof demolition equipment and remove debris and materials so as not to impose excessive loads on supporting framing.
   6. Dispose of demolished items and materials promptly.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective roof demolition

3.04 DISPOSAL OF DEMOLISHED ROOF MATERIALS

A. General: Remove demolished materials from Project site and legally dispose of them.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from roof by hoist or other device that will convey debris to grade level in a controlled descent.
   4. Use magnet or other safe means to remove nails and screws from ground surface.

B. Burning: Do not burn demolished materials.

3.05 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective roof demolition operations. Return adjacent areas to condition existing before selective roof demolition operations began.

END OF SECTION

SECTION 06 10 13

ROUGH CARPENTRY – ARCHITECTURAL

PART 1 - GENERAL

SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Wood blocking and nailers.
3. Wood furring and grounds.
4. Wood sleepers.

B. Related Sections:

1. Section 01 22 00 – Unit Prices.

ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Power-driven fasteners.

1.4 COORDINATION

A. Fit carpentry Work to other Work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other Work.

DELIVERY, STORAGE AND PROTECTION

A. Keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks. Protect installed carpentry work from damage by work of other trades until Owner's acceptance of the Work. Contractor shall comply with manufacturer’s required protection procedures.

PROJECT CONDITIONS

A. Installer must examine all parts of the supporting structure and the conditions under which the carpentry Work is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.

4. Wood framing members that are less than 18 inches above the ground in crawl spaces or unexcavated areas.
5. Wood floor plates that are installed over concrete slabs-on-grade

2.3 DIMENSION LUMBER FRAMING..

A. Non-Load-Bearing Interior Partitions: Standard, Stud, or No. 3 grade of any species.

B. Load Bearing Framing: Refer to Structural.

C. Other Framing: Construction or No. 2 grade and any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.
4. Grounds.
5. Utility shelving.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber of any species.

C. For utility shelving, provide lumber with 15 percent maximum moisture content of eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Standard or No. 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.

D. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.
2. Eastern softwoods, No. 3 Common grade; NELMA.
3. Northern species, No. 3 Common grade; NLGA.
4. Western woods, Standard or No. 3 Common grade; WCLIB or WWPA.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Screws for Fastening to Metal Framing: ASTM C 1002 length as recommended by screw manufacturer for material being fastened.

2.7 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Self-adhesive butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit.

B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Cut, join, and tightly fit framing around other Work. Do not splice structural members between supports unless otherwise indicated.

D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
3. ICC-ES evaluation report for fastener.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying o comply with EPA-registered label

. END OF SECTION

SECTION 07 41 13

FORMED METAL ROOF PANELS

ALTERNATE BID ITEMS #1 & #2

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and other Contract Documents, listed in the agreement between the Owner and Contractor, apply to this Section.

B. Section 01220 Unit Prices
Section 01230 Alternate Bid Items
Section 024126 Selective Roof Demolition
Section 061013 Rough Carpentry
Section 076200 Sheet Metal Flashing & Trim

1.2 SUMMARY

A. Section includes exposed-fastener, metal roof panels.

1.3 SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
2. Include color chart. Color to match the PBR roofing of the existing Pavilion near tennis courts and shall be selected by Architect prior to ordering.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.

C. Samples: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.
2. Include similar Samples of trim and accessories involving color selection.

D. Qualification Data: For Installer.

E. Product Test Reports: For each product, for tests performed by a qualified testing agency.

F. Field quality-control reports.

G. Sample Warranties: For special warranties.

H. Maintenance Data: For metal panels to include in maintenance manuals.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Installer of sheet metal roofing for a minimum of 10 years documented experience.

B. Panel Manufacturer: Minimum of 10 years experience in manufacturing architectural roof panels in a permanent stationary indoor facility. Provide facility information if requested.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Store panels in accordance with manufacturer’s recommendations.

D. Upon receipt of delivery of metal panel system, and prior to signing the delivery ticket, the installer is to examine each shipment for damage and for completion of the consignment.

1.6 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with Owner, Architect, Owner's roof consultant, additional testing and inspecting agency representative if applicable, roofing installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.

2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine existing roof conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.
9. Review access to roof by Contractor's personnel.
10. Review location(s) for storage of materials and methodology for delivery of materials to the rooftop.
11. Review the requirements for demolition of the existing roof, see related specification for demolition.
12. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided with Separate Project for Interior Improvements.
13. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.8 WARRANTY

A. Material and Workmanship Warranty: Manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including rupturing, cracking, or puncturing.
b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: Two years from date of Substantial Completion.

B. Paint Finish Warranty from date of Substantial Completion.

1. 30 years for Kynar type finish.

C. Installer's Warranty: Submit installer's warranty, signed by Installer, covering the Work of this Section, including all components of wall panels for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Refer to Manufacturer's product data for specific performance criteria.

1. 1HR / 2HR / 3HR firewall assemblies UL U646 / U642 / U643
2. ICC-ES ER-5468 Report
3. UL Class A Fire
4. UL 2218 Class 4 Hail
5. Perforating available
6. Mitred corners available

2.2 MANUFACTURER –

Basis of Design:

APEC

Dothan, AL

334-467-2009

Website: buildwithapec.com

2.3 EXPOSED-FASTENER, METAL ROOF PANELS

PBR, an exposed fastener panels that offers superior strength-to-weight ratio and spanning capabilities:

1. Galvalume Steel: AZ50 / AZ55Mar

a. Material Gauge: 24 ga Kynar
b. Exterior Finish: Shall match the finish of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's Kynar finishes.
c. Color: Shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range.

2. Rib Spacing: 1 2 " inches o.c. with 2 minor ribs between each
3. Panel Coverage: 36 inches.
4. Panel Height: 1-1/4" inches.

2.4 MATERIALS

A. Metallic-Coated and Painted Steel Sheet aluminum-zinc alloy-coated steel sheet(Galvalume) complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.

B. ASTM A 792A Class AZ55 Clear Acrylic Coated for Unpainted.

C. Aluminum Sheet: Coil-coated sheet, ASTM B 209, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

2.5 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Sub-framing and Furring: Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weather-tight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

E. Panel Sealants: Provide sealant types recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish.

1. Sealant Tape: Butyl Mastic
2. Joint Sealant: Butyl Mastic
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.6 FABRICATION

A. Provide panel profile, including major ribs for full length of panel.

B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
3. Conceal fasteners and expansion provisions where possible. Exposed

fasteners are not allowed on faces of accessories exposed to view.

4. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

   a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.7 FINISHES

A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Steel Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions. (STD 24-18 GA)
2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install sub-framing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 METAL PANEL INSTALLATION

A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weather-tight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
2. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.

1. Lap ribbed or fluted sheets one full rib or as shown in manufacturers recommendations . Apply panels and associated items true to line for neat and weather-tight enclosure.
2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or

panels. Install screws in predrilled holes.

5. Flash and seal panels with weather closures at perimeter of all openings.
6. Watertight Installation:

    a. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels and elsewhere as needed to make panels watertight.
    b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

E. Accessory Installation: Install accessories with positive anchorage to building and weather-tight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

F. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.4 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare inspection reports.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 075423
THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)

PART 1 GENERAL

1.1 SECTION INCLUDES

A. TPO roofing membrane for tear-off applications.

B. Cover boards.

C. Insulation.

1.2 RELATED REQUIREMENTS

A. Section 061013 - Rough Carpentry: Wood nailers, curbs, and blocking.

3.02 REFERENCE STANDARDS

A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.

C. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing.

D. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials.

E. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

F. ASTM G155 - Standard Practice for Operating Xenon Arc Lamp Apparatus for Exposure of Materials.

G. NRCA (RM) - The NRCA Roofing Manual.

H. NRCA (WM) - The NRCA Waterproofing Manual.

3.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1. Attendees: Owner, Contractor, Architect, Installer, roofing manufacturer's technical representative, and installers whose work interfaces with or affects the work of this section.

2. Review project requirements, including the following:

a. Preparation and acceptance of substrates.

b. Sequencing and coordination between trades and acceptance of substrates for roofing installation.

c. Approved materials, details and sequencing for transitions, tie-ins, flashings, drainage, penetrations, and curbs.

d. Protection of installed materials.
e. Repair procedures.

3.04 SUBMITTALS

A. See Section 01330 - Administrative Requirements for submittal procedures.

3.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum five years of documented experience.

B. Installer Qualifications: Company specializing in performing work of this section with at least three years of documented experience and approved by manufacturer for specified warranty.
   1. Installer shall be classified as a GAF Chairman's Circle, PlatinumElite™, or GoldElite™ Commercial Contractor as defined and certified by GAF.

C. Testing Firm Qualifications: Company specializing in performing work of the type specified and approved by manufacturer.

3.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals unbroken and labels intact, unless otherwise indicated.

B. Store materials in weather protected environment, clear of ground and moisture, and within temperature range required by manufacturer.

C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

D. Protect liquids and foam insulation from direct exposure to sunlight.

3.07 FIELD CONDITIONS

A. Contact roofing manufacturer to confirm acceptable assemblies for special applications. Conform with manufacturer's instructions.

B. Do not apply roofing membrane during unsuitable weather.

C. Do not apply roofing materials when ambient temperature is below 40 degrees F (5 degrees C) unless otherwise permitted by manufacturer in writing.

D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be covered the same day.

F. Schedule applications so no partially completed sections of roof are left exposed at end of workday.

3.08 GUARANTEE

A. See Section 01710 - Closeout Submittals for additional guarantee requirements.

B. Material Warranty: Provide membrane manufacturer's limited warranty agreeing to replace material that leaks due to manufacturing defects within 20 years.

C. System Guarantee: Provide manufacturer's system guarantee.
   1. Guarantee: GAF EverGuard® Diamond Pledge NDL Roof Guarantee.
   2. Term: 20 years.
   3. Liability Limit: No dollar limit on covered repairs.
   4. Scope of Coverage:
      a. Repair of covered leaks resulting from manufacturing defects, ordinary wear and tear, or workmanship in applying the covering materials, subject to certain exclusions.

PART 2 PRODUCTS

4.01 MANUFACTURERS

A. Basis of Design:
   1. GAF; 1 Campus Drive; Parsippany, NJ 07054; Toll Free Tel: 877-423-7663; Email: designservices@gaf.com: www.gaf.com.

B. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

4.02 ROOFING SYSTEM

A. Roofing System Description: Listed from top of roof down.
   1. Single Ply Membrane: Adhered.
   2. Cover Board: High density polyisocyanurate board; mechanically fastened.
   3. Insulation: Polyisocyanurate foam board 1.5” ISO and Tapered.
      a. Total System R-value (RSI-value) : Minimum R-11.1.
      b. Slope: Provide minimum slope of 1/4” by means of tapered insulation.
      c. Top Layers: Polyisocyanurate foam board; [loose-laid, no attachment
      d. Bottom Layer: Polyisocyanurate foam board;[loose-laid, no attachment
      e. Crickets: Tapered insulation; minimum slope of 1/2” unless otherwise indicated in drawings.

B. Performance Requirements:
   1. General: Roofing system to withstand specified uplift pressures, thermally induced movement, and exposure to ordinary weather conditions.
   2. Material Compatibility: Provide roofing materials and accessories compatible with one another under conditions of service and application, as demonstrated by roof membrane manufacturer based on testing and field experience.
   3. Florida Building Code: Provide roofing system listed in the current P.E. Evaluation Report demonstrating compliance with the 2021 International Building Code.

a. FL5293-R67, Assembly No: W-80

4.03 MEMBRANE MATERIALS

A. Membrane:
   1. TPO Membrane: Thermoplastic polyolefin sheet complying with ASTM D6878/D6878M with internally reinforced scrim.
      a. Smooth Membrane: 60 mil, 0.060 inch (1.5 mm)
   2. Impact Resistance: Membrane to resist impact damage when tested in accordance with the "Resistance to Foot Traffic Test" in FM 4470.
   3. Color: White.
   4. Products - Basis of Design:
      a. GAF EverGuard® TPO Membrane

B. Membrane Attachment: Bonding adhesive as recommended by roofing manufacturer.

C. Flexible Flashing: Manufacturer's standard TPO sheet flashing matching primary membrane in type and color.

4.04 COVER BOARDS

A. Cover Board: High-density polyisocyanurate (ISO) insulation board complying with ASTM C1289, and the following characteristics:
   1. Classification: Type II, Class 4 - faced with coated glass-fiber-mat facers on both major surfaces of core foam.
   2. Compressive Strength: Grade 1, 80 psi (Grade 1, 550 kPa).
   3. Thickness: 1/2 inch (12.7 mm).
   4. Insulation Thermal Resistance, R-value (RSI-value): 2.5 (0.44), nominal.
   5. Products:
      a. GAF EnergyGuard™ HD Polyiso Cover Board

B. Fasteners: As recommended and approved by roofing manufacturer.

4.05 INSULATION

A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
   1. Classification: Type II, Class 1 - Faced with glass fiber reinforced cellulosic facers on both major surfaces of the core foam.
   2. Mold Growth Resistance: Passing ASTM D3273.
   3. Low Temperature Stability: Maintains R-value at 75 degrees F (21 degrees C) and 40 degrees F (5 degrees C) mean temperature when tested in accordance with ASTM C518.
   4. Compressive Strength: Grade 2, 20 psi (138 kPa) minimum.
   5. Board Size: 48 by 96 inches (1220 by 2440 mm).
   6. Tapered Board: Same type as primary roof insulation.

B. Products Basis of Design:

a. GAF; EnergyGuard™ Polyiso Insulation

4.06 ACCESSORIES

A. Miscellaneous Accessories: Provide pourable sealers, primers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.
   1. EverGuard Extreme® accessories are required for guarantees over 20 years.

B. Prefabricated Flashing Accessories: Same material as membrane in manufacturer's standard thicknesses, including:
   1. Inside corners, outside corners, universal corners, and fluted corners.
   2. Square tube wraps.
   3. Conical pipe boots and split pipe boots.
   4. Pourable sealer pockets.
   5. T-Joint cover patches.

C. Wood Nailers, Curbs, and Blocking: See Section 061013.

D. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
   1. Drill-Tec™ #12 Fastener
   2. Drill-Tec™ 3" (76 mm) Standard Steel Plate

E. Termination Bars: Drill-Tec™ Termination Bar, by GAF.

F. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.

G. Bonding Adhesive:
   1. Manufacturer’s standard bonding adhesive, specially formulated for compatibility and use with TPO membranes.
      a. Product:
         1) EverGuard™ TPO Quick Spray Adhesive

H. Welded Flexible Walkways: Heavy-duty, slip-resistant, textured TPO walkway roll, suitable for maintenance traffic and visually distinctive from roof membrane.
   1. Roll Width: 34 inches (860 mm).
   2. Surface Color: Gray.
   3. Products:
      a. GAF EverGuard™ TPO Walkway Roll.

PART 3 EXECUTION

5.01 EXAMINATION

A. Verify surfaces and site conditions are ready to receive work.

B. Verify deck is supported and secure.

C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.

D. Verify deck surfaces are dry and free of moisture, snow or ice.

E. Verify roof openings, curbs, and penetrations through roof are solidly set, and nailing strips are in place.

F. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

5.02 PREPARATION - WOOD DECK

A. Verify wood deck conforms with manufacturer's minimum requirements.
   1. Minimum Thickness: Nominal 1 x 4-inch (25 x 100-mm) for wood planks. If wood deck boards are determined to be tongue and groove boards, see manufacturer’s specifications for attachment.
   2. Oriented Strand Board (OSB): Structural 1 rated.
   3. Wood Joist Spacing: Not exceeding 24 inches (609 mm) on center.
   4. Sheathing: Installed with all four sides bearing on and secured to joists and cross blocking. “H” clips are not acceptable.

B. Verify flatness and tightness of joints in wood decking; fill knot holes with latex filler.

C. Confirm dry deck by moisture meter with 16 percent moisture maximum.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

5.03 INSTALLATION, GENERAL

A. Perform work in accordance with manufacturer's instructions.

B. Do not apply roofing components during cold or wet weather conditions outside of manufacturer’s approved conditions.

C. Do not apply roofing membrane when ambient temperature is outside of manufacturer’s required temperature range.

D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be covered the same day.

F. Coordinate this work with installation of associated counterflashings installed by other sections as work of this section proceeds.

G. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

H. Install night seal at end of each workday or when rain is forecast. Provide temporary seals to prevent water from entering completed sections of roofing system. Ensure

stagger and offset of underlying insulation to prevent thermal breaks. Remove and discard temporary seals before beginning work on adjoining roofing.

5.04 INSTALLATION - INSULATION

A. Attach insulation in accordance with roofing manufacturer's instructions.
   1. Base Layer: Loosely lay base layer of insulation units over substrate.
   2. Upper Layers: Loosely lay upper layers of insulation units over substrate.

B. Lay subsequent layers of insulation with joints staggered from joints of preceding layer in accordance with manufacturer's instructions.

C. Place tapered insulation to required slope pattern in accordance with manufacturer's instructions.

D. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

E. At roof drains, slope insulation down to roof drains with each side equal to the diameter of the drain bowl plus 36 inches (914 mm).

F. Do not install more insulation than can be covered with membrane in same day.

5.05 INSTALLATION - COVER BOARD

A. Install cover board over insulation with joints staggered from joints of insulation in accordance with manufacturer's instructions.

B. Trim cover board neatly to fit around penetrations and projections as directed by cover board manufacturer.

C. Attach cover board in accordance with roofing manufacturer's instructions.
   1. Cover board: Simultaneously fasten cover board through insulation using fasteners specifically designed and sized for fastening specified roof insulation to specified deck.

5.06 INSTALLATION - MEMBRANE

A. Install membrane and flashings in accordance with roofing system manufacturer's instructions.

B. Roll out membrane, free from wrinkles or tears.

C. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Shingle joints on sloped substrates in direction of drainage where possible.

D. Adhered Application:
   1. Adhesive: Apply adhesive at prescribed rate and in conformance with manufacturer’s instructions. Bond membrane and apply pressure by means required by manufacturer. Adhere one roll before proceeding to adjacent rolls. Avoid trapping air between membrane and substrate.

2. In addition to adhering, mechanically fasten roof membranes securely at terminations, penetrations, and perimeter of roofing.

E. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings. Test lap edges with probe to verify seam weld continuity in accordance with manufacturer's technical bulletins. Seams shall overlap per manfuacturer's specification for the Warranty Guarantee provided.

F. At intersections with vertical surfaces terminate and seal top of sheet flashings with termination bars secured to nailing strips or structural backing or in conformance with roofing manufacturer's approved details.
   1. Insert flashing into reglets and secure.

G. Extend membrane under edge metal system and secure to outside face of wall.

H. Around roof penetrations, seal flanges and flashings with flexible flashing.

I. Install roofing expansion joints where indicated. Make joints watertight.

J. Coordinate installation of roof drains, sumps and related flashings. Terminate membranes according to manufacturer's approved details. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

K. Walkways: Install walkways in accordance with roofing system manufacturer's instructions at the following locations. Provide manufacturer's minimum clearance between units.
   1. Perimeter of each rooftop unit.
   2. Between each rooftop unit location, creating continuous paths connecting rooftop unit locations.
   3. Between each roof hatch and each rooftop unit location or path connecting rooftop unit locations.
   4. Top and bottom of each roof access ladder.
   5. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
   6. Locations indicated on Drawings.
   7. Other locations required by roof membrane manufacturer's requirements.

5.07 FIELD QUALITY CONTROL

A. Repair or remove and replace components of roofing system where tests or inspections indicate they do not comply with specified requirements. Perform repairs using manufacturer's approved repair procedures.

B. Perform additional testing and inspecting at Contractor's expense to determine if repaired or additional work complies with specified requirements.

5.08 CLEANING

A. See Section 01700 - Execution Requirements and Section 01710 Closeout Procedures for additional requirements.

B. Properly dispose of all product wrappers, pallets, cardboard, scrap, waste and debris. Replace damaged material with new materials.

C. Clean adjacent construction where soiled by work of this section. Comply with manufacturer of adjacent construction's instructions and procedures.

5.09 PROTECTION

A. Protect installed roofing system from construction operations.

B. Correct deficiencies in work in accordance with guarantee requirements. Repair or replace defaced or damaged finishes caused by work of this section.

END OF SECTION 07 54 23

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Flashing and sheet metal work as indicated on the Drawings and provisions of this Specification. The types of work include the following:
   a. Metal (stainless steel) flashing, counter flashing and roof drip edge.

B. Related Sections:

1. Section 061013 Rough Carpentry; for wood nailers, and blocking.
   Section 074113 Formed Metal Roof Panel – Add Alternates #1 & #2
   Section 075423 Thermoplastic-Polyolefin Roofing (TPO)

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For sheet metal flashing, trim and roof drip edge.

1. Include plans, elevations, sections, and attachment details.
2. Distinguish between shop- and field-assembled work.
3. Identify material, thickness, weight, and finish for each item and location in Project.
4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.

1.3 INFORMATIONAL SUBMITTALS

A. Fabricator’s Qualification Data: Submit 2 copies of Qualification Statements that demonstrate capabilities and experience for the firms and/or persons hired for fabrication and installation. Include a list with five (5) completed Project names and addresses, and name and addresses of Architects and Owners.

B. Product certificates.

C. Product test reports.

D. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:

1. Design Pressure: As indicated on Drawings.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 FLASHING AND SHEET METAL MATERIALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Stainless Steel Sheet: Provide .032 thick stainless steel, unless indicated otherwise on the Drawings.

2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
   a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
   b. Blind Fasteners: High-strength stainless-steel rivets suitable for metal being fastened.
2. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.

C. Solder:

1. For Stainless Steel: ASTM B 32,Grade Sn60 or Grade Sn96, with acid flux of type recommended by stainless-steel sheet manufacturer.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane, polysulfide and / or silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

1. Obtain field measurements for accurate fit before shop fabrication.
2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
5. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Underlayment: Where installing sheet metal flashing and trim directly on wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.

D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws. Substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 07920 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not use torches for soldering.
2. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.2 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

D. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings, sheet metal work, and accessories during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

E. Flashings and sheet metal with cuts, abrasions, or imperfections will not be acceptable and is to be replaced.

END OF SECTION

SECTION 09900

PAINTS AND COATINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Painting and finishing of exterior and interior exposed items and surfaces throughout the project, except as otherwise indicated. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified under other Sections of the Work.

1. The Work includes field painting of exposed soffit and fascia wood and metals flashing (per drawings)
2. “Paint” means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
3. Paint all exposed surfaces whether or not colors are designated in "schedules." Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available for the materials system specified.

1.02 PAINTING NOT INCLUDED

A. The following categories of Work are not included as parts of the field-applied finish Work, or are included in other Sections of these Specifications.

B. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.

C. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) architectural woodwork.

D. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

E. Finished Metal surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.

B. Samples for Initial Selection: For each type of topcoat product indicated. Submit color samples for selection by Architect from manufacturer’s full range of colors. Indicate submitted manufacturer’s closest STANDARD colors that match colors specified or provide “Custom” color if not match.

C. Samples for Verification: For each type of paint system and each color and gloss/sheen of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Comply with Articles 3.7 and 3.8 indicating each type of primer, intermediate coat and topcoat required for each substrate by product name and number.
2. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

E. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer / supplier shall furnish a coating maintenance manual, such as Sherwin-Williams “Custodian Project Color and Product Information” report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product / color / finish was used, product data pages, Material Safety Data sheets (MSDS), care and cleaning instructions, including touch-up procedures.

F. Substitutions for Convenience: Architect will consider formal written requests from Contractor for substitution of products in place of those specified if received within 10 days prior to Bids. Requests received after that time may be considered or rejected at discretion of Architect. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating or fail to meet the performance criteria of the specified materials WILL NOT be approved. All primers and topcoats plus the seam sealer and pit filler shall be furnished by the same manufacturer to ensure compatibility.

1.04 QUALITY ASSURANCE

1. Final approval of color selections shall match existing and adjacent surfaces and selected by Architect prior to installation.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to the job site in original, new and unopened packages and

containers bearing manufacturer's name and label, and the following information:

1. Name or title of material.
2. Fed. Spec. Number, if applicable.
3. Manufacturer's stock number and date of manufacturer.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.
9.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.
3.

1.06 PROJECT CONDITIONS

A. Apply paints only when temperature of product, surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paint late in the day when dew and condensation are likely to form; or snow, rain, fog or mist is expected; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instruction. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

1.07 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gallon of each material and color applied.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. BLP Mobile Paint, Theodore, AL Tel. (251) 443-6110.
2. Benjamin Moore & Company, Montvale, NJ. Tel. (800) 344-0400.
3. Farrell-Calhoun Paint, Memphis, TN. Tel. (901) 526-2211.

4. PPG Paints, Inc., Pittsburgh, PA. Tel (412) 434-3131.
5. Rust-Oleum, Vernon Hills, IL. 60061. Tel. (800) 323-3584.
6. Sherwin-Williams Company, Cleveland, OH 44115. Tel. (800) 321-8194. (Basis-of-Design)
7.

B. Substitution Requests: Substitutions that fully meet or exceed the specified requirements may be considered under provisions of Section 01635 - Substitution Procedures

2.02 COLORS AND FINISHES

A. Paint colors, surface treatments, and finishes will be selected from color chips submitted by contractor. Prior to beginning Work, the Architect will select color chips for surfaces to be painted. Use representative colors when preparing samples for review. Final acceptance of colors will be from samples.

B. Colors Pigments: Pure, non-fading, applicable types to suit the substrates and service indicated. Lead content in the pigment, if any, is limited to contain not more than 0.5 percent lead, as lead metal based on the total non-volatile (dry-film) of the paint by weight.

C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coats system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials provided for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primer or remove and reprime as required. Notify the Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.03 MATERIAL QUALITY

A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, BEST GRADE product WILL NOT be acceptable. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.

B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Applicator must examine the areas and conditions under which painting Work is to be applied and notify the Contractor in writing of conditions detrimental to the proper and

timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator. Starting of painting Work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Wood Interior & Exterior located: 10 percent per ASTM D2016.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.

1. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations.
2. Remove, if necessary, for the complete painting of the items and adjacent surfaces.
3. Following completion of painting of each space or area, re-install the removed items by workmen skilled in the trades involved.
4. Clean surfaces to be painted before applying paint or surface treatments.
5. Remove oil and grease prior to mechanical cleaning.
6. Remove mildew by washing with a mixture of 1 part liquid chlorine bleach to 3 parts water. Before use, be sure to read and follow instructions and warnings on label. Rinse thoroughly.
7. Schedule the cleaning and painting so that contaminates from the cleaning process with not fall onto wet, newly painted surfaces.
8. Warning-If you scrape, sand, or remove old paint; you may release lead dust or fumes. Lead is toxic and can cause serious illness. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure.

B. Ferrous Metals:

1. Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Touch-up shop-applied prime coats wherever damaged or bare. Where required by other Sections of these Specifications, clean and touch-up with the same type shop primer.

C. Galvanized Surfaces: Clean free of oil and surface contaminants with acceptable non-petroleum based solvent.

D. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of the priming coat.

1. Prime, stain, or seal wood required being job-painted, as soon as practicable upon delivery to job. Prime edges, ends, faces, under sides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dry.
2. When transparent finish is required, use sealer as recommended by manufacturer. Seal tops, bottoms, and cutouts of unprimed wood doors with sealer immediately upon delivery to project.

3.03 MATERIALS PREPARATION

A. Mix and prepare painting materials in accordance with manufacturer's directions. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.04 APPLICATION

A. Apply paint in accordance with the manufacturer's directions. Use applications and techniques best suited for the substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

B. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint. Paint the back-sides of access panels, and removable or hinged covers to match the exposed surfaces.

C. Finish exterior doors on tops, bottoms and side edges the same as the exterior faces, unless otherwise indicated.

D. Sand lightly between each succeeding enamel or varnish coat.

E. Omit the first coat (primer) on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated or barrier coat is required for compatibility.

F. Scheduling Paint: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive

coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

G. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

H. Prime Coats: Apply a prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

I. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable.

J. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats, unless otherwise indicated.

K. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint Work not in compliance with specified requirements.

3.05 FIELD QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will perform tests for compliance of paint materials with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements.
4. Contractor shall remove non-complying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials.
5. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.
6.

3.06 CLEANING AND PROTECTION

A. Cleaning: During the progress of the Work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove

spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

B. Protection: Protect Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Correct damage by others for protection of their Work, after completion of painting operations. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.07 EXTERIOR PAINTING SCHEDULE

A. Provide the following Sherwin-Williams (or equal) paint systems for the various substrates, as indicated:

1. Ferrous and Zinc Coated Metal
   a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
   b. Intermediate Coat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
   c. Topcoat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 mils dry)
2. Painted Woodwork
   a. Prime Coat: S-W Exterior Latex primer, B42W841 (1.4 mils dry). If tannin bleeding occurs, use A-100 Exterior Stain Blocking Primer, Y24 Series.
   b. Intermediate Coat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)
   c. Topcoat: S-W A-100 Exterior Latex Gloss, A8 Series (1.3 mils dry)

(Comply with manufacturer's instructions for coverage and uniform color.)

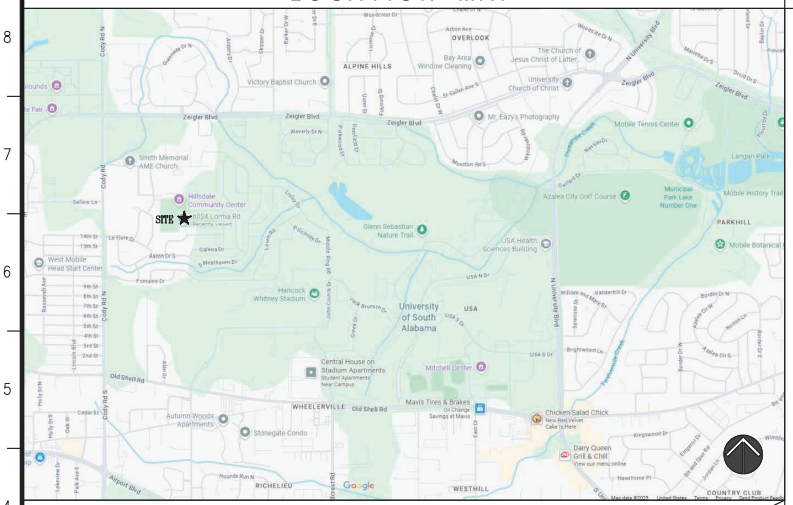
END OF SECTION

DRAWINGS

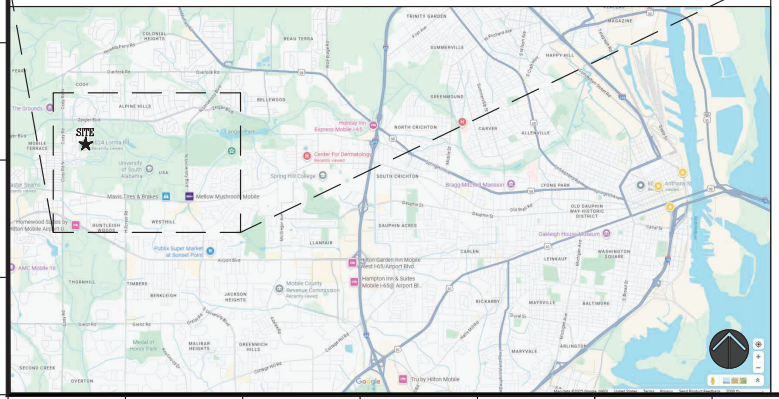
CITY OF MOBILE
PROJECT # PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT

6024 LORMA ROAD , MOBILE, ALABAMA 36608

LOCATION MAP



VICINITY MAP



GENERAL PROJECT NOTES

1. THE CONTRACT DOCUMENTS CONSIST OF THIS SET OF DRAWINGS, ADDENDA, CONSTRUCTION CHANGE DIRECTIVES, CHANGE ORDERS, THE CONTRACT BETWEEN THE OWNER AND CONTRACTOR, CONDITIONS OF THE CONTRACT, INTERIOR DESIGN DOCUMENTS, GEOTECHNICAL REPORT AND ANY OTHER INFORMATION WRITTEN AND MUTUALLY AGREED UPON BETWEEN THE OWNER AND CONTRACTOR AND RELEVANT TO THIS PROJECT SCOPE.
2. THESE DRAWINGS ARE COMPLEMENTARY AND INTERRELATED; WORK OF ANY INDIVIDUAL TRADE IS NOT CONFINED TO SPECIFIC DOCUMENTS, CHAPTERS OR LOCATIONS.
3. THE CONTRACTOR SHALL COMPLY WITH ALL CODES AND ORDINANCES IN EFFECT AT THE TIME THE PERMIT IS ISSUED.
4. IF DISCREPANCIES OR INCONSISTENCIES IN THE DOCUMENTS ARE DISCOVERED, THE CONTRACTOR IS TO NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING.
5. CONSTRUCTION TECHNIQUES, PROCEDURES, SEQUENCING AND SCHEDULING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL PENETRATIONS IN RATED CONSTRUCTION ARE TO BE SEALED WITH APPROPRIATE MATERIALS AS INDICATED BY THESE DOCUMENTS OR OTHERWISE REQUIRED BY INSPECTORS OR APPLICABLE CODES AND ORDINANCES.
7. DO NOT SCALE DRAWINGS; USE DIMENSIONS ONLY. ALL DIMENSIONS MUST BE VERIFIED ON THE JOB AND THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
8. IT IS THE INTENT OF THE DOCUMENTS TO PROVIDE A COMPLETELY WATERPROOF BUILDING ENVELOPE. REPORT TO ARCHITECT ANY CONDITION THAT WOULD PREVENT THIS IMMEDIATELY.
9. COORDINATE LOCATIONS AND/OR ELEVATIONS OF VENTS, REGISTERS, GRILLES, LOUVERS, DUCTS, UNIT HEATERS, PANELS, ETC. WITH MECHANICAL AND ELECTRICAL CONTRACTORS AND ARCHITECTURAL DRAWINGS.
10. THERE SHALL BE NO BACK-TO-BACK ELECTRICAL, TELEPHONE, OR OTHER OUTLETS.
11. ALL BLOCKING IN CONTACT W/ CONCRETE OR CMU TO BE FIRE RETARDANT PRESSURE TREATED. ALTERNATE BLOCKING USE MINIMUM OF 16 GAUGE X 8" MATERIAL SHALL BE USED WITH METAL FASTENERS.
12. WHERE A DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY TO ALL LIKE OR SIMILAR CONDITIONS, EVEN THOUGH NOT SPECIFICALLY MARKED ON THE DRAWINGS.
13. THE CONTRACTOR SHALL FOLLOW MANUFACTURER'S INSTRUCTIONS, DETAILS & SPECIFICATIONS FOR ALL CONSTRUCTION MATERIALS, SYSTEMS & WARRANTIES.
14. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, IDENTIFYING & COORDINATING EXISTING UTILITIES PRIOR TO ANY WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE & BECOMING FAMILIAR WITH THE WORK SCOPE. ANY QUESTIONS OR CONFLICTS ARE TO BE ADDRESSED TO THE ARCHITECT PRIOR TO THE START OF ANY WORK. ALL WORK METHODOLOGY & SEQUENCING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
16. THESE CONSTRUCTION DOCUMENTS COMPLY WITH THE 2021 IBC AS REQUIRED.
17. ALL NOTES, ABBREVIATIONS, MATERIALS AND SYMBOLS IN LEGENDS MAY OR MAY NOT BE USED.
18. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE PROJECT MANUAL AND ADDRESS BID ALTERNATES AND UNIT COSTS AS SPECIFIED.

DRAWING INDEX

	SHEET NAME	REV	DATE
T1.1	TITLE SHEET	--	09.03.25
BCS1	BUILDING CODE SUMMARY	--	09.03.25
AS1	ARCHITECTURAL SITE PLAN – SCOPE OF WORK	--	09.03.25
D1.1	SENIOR CENTER – DEMOLITION ROOF PLAN & DETAILS	--	09.03.25
D2.1	ALTERNATES #1 & #2: DEMOLITION ROOF PLANS	--	09.03.25
A1.1	SENIOR CENTER – NEW ROOF PLAN & DETAILS	--	09.03.25
A2.1	ALTERNATES #1 & #2: NEW ROOF PLANS	--	09.03.25

PROJECT TEAM

PROPERTY OWNER
CITY OF MOBILE
PARKS
4901 ZEIGLER BLVD
MOBILE, AL 36608
CONTACT: ELIZABETH "BETH" MILLER
(251) 208-7627 OFFICE
(251) 406-2678 CELL
elizabeth.miller@cityofmobile.org

ARCHITECT
MAURIN ARCHITECTURE, P.C.
601 ST. ANTHONY STREET
MOBILE, AL 36603
CONTACT: KARRIE MAURIN, RA
(251) 690-7460 OFFICE
(850) 221-0670 CELL
karrie@maurinarch.com

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251.690.7460 INFO@MAURINARCH.COM

CITY OF MOBILE - PROJECT #PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT
6024 LORMA ROAD
MOBILE, ALABAMA 36608

STATE OF ALABAMA
KARRIE K. MAURIN
7646
MAURINARCHITECTURE
SEAL
09/03/25
REGISTERED ARCHITECT

09.03.2025
PROJECT 2523

T1.1

TITLE SHEET

BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS

Revised March 2025

1. GENERAL INFORMATION

Name of Project HILLSDALE CENTER – ROOF REPLACEMENT
Address 6024 LORNA ROAD, MOBILE, AL 36608
Proposed Use RECREATION HALL – BUSINESS & ASSEMBLY OCCUPANCY
Owner CITY OF MOBILE – PM BETH MILLER
Address 205 GOVERNMENT STREET, MOBILE, AL 36602
Phone ____ Fax ____ E-Mail elizabeth.miller@cityofmobile.org
Authorized Agent KARRIE MAURIN, RA
Address 61 ST. JOSEPH STREET, MOBILE AL 36602
Phone 251-690-7460 Fax ____ E-Mail KARRIE@MAURINARCH.COM
Contractor ____
Address ____
Phone ____ Fax ____ State License No ____

2. LEAD DESIGN PROFESSIONAL KARRIE MAURIN, RA

Designer	Name	License #	Phone
Architectural	KARRIE MAURIN, RA	7646	850-221-0670
Civil	---	---	---
Electrical	---	---	---
Fire Alarm	---	---	---
Plumbing	---	---	---
Mechanical	---	---	---
Sprinkler-Standpipe	---	---	---
Structural	---	---	---

Letter of Supervision Provided Yes X No ____

2.1 Special Inspections - IBC Section 1704

Building Permit Requirements: The permit applicant shall submit a statement of Special Inspections prepared by the Registered Design Professional in charge and in accordance with IBC Section 107.1. As a condition for permit issuance, this statement shall include a list of materials and work requiring special inspections by this Section, 1704.3, the inspections to be performed, list of individuals, approved agencies and firms intended to be retained for conducting such inspections.

Yes X No ____

If no, explain
_____
_____
_____
_____

2.2 STATEMENT OF SPECIAL INSPECTIONS

PROJECT NAME: _____
PROJECT ADDRESS: _____
PERMIT NUMBER: _____
PERMIT APPLICANT: _____
PERMIT APPLICANT ADDRESS: _____
OWNER _____
OWNER _____
ADDRESS: _____

REGISTERED DESIGN PROFESSIONALS:

ARCHITECT: _____
GEOTECHNICAL ENGINEER: _____
STRUCTURAL ENGINEER: _____
MECHANICAL ENGINEER: _____
ELECTRICAL ENGINEER: _____

A Statement of Special Inspections shall be submitted as a condition for the issuance of a permit in accordance with the International Building Code, Chapter 17. The Statement of Special Inspections shall include a Schedule of Special Inspections for the above-referenced project, as well as identify the individuals, agencies, or firms intended to be retained for conducting the Special Inspections.

The Special Inspector (s) shall keep records of all inspections and shall furnish interim inspection reports to the building official and to the registered design professional in responsible charge and at a frequency agreed upon by the permit applicant and building official prior to the start of work. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and the registered design professional in charge prior to the completion of that phase of the work. A Final Report of Final Inspections documenting required Special Inspections and correction of any discrepancies noted in the inspections shall be submitted by each agent at the completion of that phase of work.

The minimum frequency of interim report submittals shall be not less than:
Monthly Bi-Monthly Upon completion Per Attached Schedule

The Special Inspection Program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety, means and methods of construction are solely the responsibility of the Contractor.

_____ Date
Building Official Signature

2.3 SCHEDULE OF SPECIAL INSPECTIONS

_____ Date
Building Official Signature

SPECIAL INSPECTIONS SCHEDULE

CODE SECTION	SPECIAL INSPECTOR	INSPECTION	REQUIRED YES	REQUIRED NO	FREQUENCY OF INSPECTION CONTINUOUS	FREQUENCY OF INSPECTION PERIODIC
1705.2		STEEL CONSTRUCTION				
1705.3		CONCRETE CONSTRUCTION				
1705.4		MASONRY CONSTRUCTION				
1705.5		WOOD CONSTRUCTION				
1705.6		SOILS				
1705.7		DRIVEN DEEP FOUNDATIONS				
1705.8		CAISSON DRILLED DEEP FOUNDATIONS				
1705.9		HELICAL PILE FOUNDATIONS				
1705.10		SMALL STRUCTURES				
1705.11		SITE WORK				
1705.12		SPECIAL CASES				
1705.13		SPRAYED FIRE-RESISTANT MATERIAL				
1705.14		MASTIC & INTUMESCENT FIRE-RESISTANT COATINGS				
1705.15		EXTERIOR INSULATION & FINISH SYSTEMS				
1705.16		FIRE-STOPPING PENETRATING MATERIALS				
1705.17		SMOKE BARRIER				

3. GENERAL CODE DATA

3.1 Building and Fire Codes used in design (Check all that apply)

X 2021 International Building Code
X 2021 International Plumbing Code
____ 2020 National Electrical Code
____ 2021 International Property Maintenance Code
____ 2021 International Mechanical Code
____ 2021 International Fire Code
____ 2021 International Residential Code
____ 2021International Existing Building Code
____ 2021 International Residential Code
____ International Energy Conservation Code
____ ASHRAE 90.1 (Latest Edition Code Adopted by State of Alabama)

3.2 Construction Description

____ New Construction ____ Renovation (Existing Bldg.) ____Tenant Build-out
X Alteration ____ Addition ____Change of Occupancy

Scope of Work - Building: REPLACE THE EXISTING ASPHALT SHINGLE ROOF OF THE SENIOR CENTER WITH A NEW TPO TAPERED INSULATION ROOF ASSEMBLY.
ALTERNATE #1 & #2 – REPLACE ASPHALT SHINGLE ROOF OF BOTH PAVILIONS ADJACENT TO THE SENIOR CENTER WITH NEW METAL ROOF ASSEMBLY TO MATCH THE EXITING PAVILION ON SITE.

Scope of Work - Electrical: N/A – CONTRACTOR SHALL COORDINATE ANY PENETRATIONS THRU ROOF WITH THE ARCHITECT AND CONTRACTOR OF THE SENIOR CENTER INTERIOR RENOVATION PROJECT THAT WILL BE RUNNING SIMULTANEOUSLY TO THIS RE-ROOF PROJECT.

Scope of Work - Mechanical: N/A – CONTRACTOR SHALL COORDINATE ANY PENETRATIONS THRU ROOF WITH THE ARCHITECT AND CONTRACTOR OF THE SENIOR CENTER INTERIOR RENOVATION PROJECT THAT WILL BE RUNNING SIMULTANEOUSLY TO THIS RE-ROOF PROJECT.

3. GENERAL CODE DATA (CONT'D)

Scope of Work - Plumbing: CONTRACTOR SHALL COORDINATE ANY PENETRATIONS THRU ROOF WITH THE ARCHITECT AND CONTRACTOR OF THE SENIOR CENTER INTERIOR RENOVATION PROJECT THAT WILL BE RUNNING SIMULTANEOUSLY TO THIS RE-ROOF PROJECT.

Scope of Work - Energy Conservation: N/A

Scope of Work - Fire: N/A

3.3 Existing Buildings

The building will remain in operation during construction ___Yes X No

If yes, add provisions for rigid safety barriers and dust barriers to protect the public during construction in accordance with the applicable provisions of IBC Chapter 33. Yellow safety tape not acceptable.

3.4 Renovations

Is the work in this building or space a change of occupancy? ___Yes X No

3.5 Historic buildings

This building is a Historic Building ___Yes X No

3.6 Compliance Alternatives- (IBC Section 3412)

Provide building evaluations when existing building does not meet current codes and renovations will not meet all requirements of current building code. Provide evaluation of existing building and a second evaluation reflecting those design features chosen by the Architect/Engineer to give the building a positive score for fire safety, means of egress, and general safety. Call Chief Building Inspector if you are not sure whether evaluation is required or not. Include Summary sheet (Tables in 3412) on drawings including applicable calculations.

4. BUILDING DATA

Construction Type ___ IA ___ IB ___ IIA ___ IIB ___ IIIA
X IIIB ___ IV ___ VA ___ VB ___ IS
Mixed construction ___ No X Yes Types B + A-3
Sprinklers X No ___ Yes ___ Partial
System Type 13 ___ 13R ___ 13D
Standpipes X No ___ Yes ___ Wet ___ Dry Class ___ Combined
Building Height 12 Feet 1 Number of Stories ___ Unlimited (IBC 507)
Mezzanine: X No ___ Yes
High Rise X No ___ Yes
Atrium X No ___ Yes
Basement X No ___ Yes

5. OCCUPANCY CLASSIFICATION

X Assembly 303 ___ A-1 ___ A-2 X A-3 ___A-4 ___ A-5
X Business 304
___ Education 305
___ Factory Industrial 306 ___ F-1 ___ F-2
___ High-Hazard 307 ___ H-1 ___ H-2 ___ H-3 ___ H-4 ___ H-5
___ Institutional 308 ___ I-1 ___ I-2 ___ I-3 ___ I-4 ___ Condition
___ Mercantile 309
___ Residential 310 ___ R-1 ___ R-2 ___ R-3 ___ R-4
___ Storage 311 ___ S-1 ___ S-2 ___ High-piled
___ Utility and Miscellaneous 312 _____
___ Parking Garage 406.2 ___ Open 406.3 ___ Enclosed 406.4 ___ Repair 406.6

5.1 Occupant Load

Occupant Load/Occupancy Type = N/A Total N/A
Note: Include occupant load calculations for the following types of projects: assembly, educational, institutional, large complex projects, mixed occupancies, multi-story projects.

5.2 Special Occupancy: 406 and 509 N/A
___ Parking Garage 406.2 ___ Open 406.3 ___ Enclosed 406.4 ___ Repair 406.6
___ S-2 Enclosed Parking Garage w/ S-2 open parking above 510.3
___ Parking Beneath R 510.4 ___ R-1 ___ R-2 Construction Type ___ IIA ___ IIIA
___ Open parking beneath A, I, B, M and R 510.7
___ S-2 enclosed parking with A, B, M or R

5.3 Mixed Occupancy ___ No ___ Yes Separation ____ Hr
Exception _____

Identify whether you are using the provisions of Non-Separated Uses or Separated Uses by placing an "X" below by your design choice.

___ Non-Separated Mixed Occupancy (508.3)

The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.

___ Separated Mixed Occupancy (508.4)

Each portion of the building shall be individually classified as to use and shall be completely separated from adjacent areas by fire barrier walls or horizontal assemblies or both having a fire-resistance rating determined in accordance with **Table 508.4** for the uses being separated. For each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

___ Incidental Use Areas (Table 508.2.5)

$\frac{\text{Actual Area of Occupancy A}}{\text{Allowable Area of Occupancy A}} + \frac{\text{Actual Area of Occupancy B}}{\text{Allowable Area of Occupancy B}} \leq 1$

6. ALLOWABLE BUILDING AREAS AND HEIGHTS (TABLE 503)

6.1 Allowable Area

Allowable area ___ N/A ___ Sq. Ft Actual area _____ Sq. Ft
Attach area increase calculations per Section 506, if applicable. For unlimited areas, provide applicable paragraph number in Section 507 _____.

6.2 Allowable Height N/A

Allowable height ___ --- ___Ft Actual building height +/- 14'-0" Ft
Allowable no. of stories ___ --- Actual no. of stories ___1___

7. FIRE PROTECTION REQUIREMENTS

7.1 Building Element	Req'd Rating	UL No.*
Structural frame, columns, girders, trusses	0	---
Bearing Walls Exterior	0	---
Bearing Walls Interior	0	---
Non-bearing walls and partitions Exterior	0	---
Non-bearing walls and partitions Interior	---	---
Floor Construction: supporting beams and joists	0	---
Roof construction (including supporting beams and joists)	0	---
Sprinkler Systems	Yes X No	Partial
Sprinkler Type	13 13R	13D
Standpipes	Yes X No	Wet Dry Class
Fire/Smoke Alarm	Yes X No	

7.2 Fire Rated Elements

Fire Element	Required	UL* Hourly Rating	Number
Interior Walls			
Bearing	0	---	---
Non-bearing	0	---	---
Ceiling-Floors	0	---	---
Beams	0	---	---
Columns	0	---	---
Ceiling-Roofs	0	---	---
Shafts-Exit	0	---	---
Shafts-Other	0	---	---
Corridor Separation	0	---	---
Occupancy Separation	---	---	---
Party/Fire Wall Separation:	N/A	---	---
Smoke Barrier Separation:	N/A	---	---
Tenant Separations:	N/A	---	---

* Or other approved agencies

FOOTNOTES

1. All fire rated walls shall be identified on plans by hatching, shading, etc.; show legend.
2. Identify code section when using any special exceptions, etc.
   Reproduce full UL or other approved agencies details or reproductions of rated assemblies/penetrations on the drawings.

7.3 Draftstopping N/A

Draftstopping in floor (718.3) ___Yes ___No
Draftstopping in attic (718.4) ___Yes ___No

7.4 Distance to Property Line from Exterior Wall (Table 602) N/A
(Site Plan/Reference Plan required)

Fire Separation Distance _____ Ft Fire Resistance Rating _____ Hrs

7.5 Life Safety Systems N/A

Emergency Lighting: ___No ___Yes
Exit Signs: ___No ___Yes
Fire Alarm: ___No ___Yes
Smoke Detection Systems: ___No ___Yes

8. EXIT REQUIREMENTS N/A

8.1 Exit Access N/A

No. of exits required _____
No. of exits furnished _____

8.2 Means of egress width (1005) N/A

Units of Exit required _____ inches
Units of Exit furnished _____ inches

Stair width units required _____ inches
Stair width units provided _____ inches

8.3 Diagonal Rule (1015.1) N/A

Meets 1015.2.1 ___ Yes ___ No

8.4 Travel Distance (Table 1017.2) N/A

Allowable Travel Distance 200 Ft
Actual Travel Distance (Maximum) ____ Ft

8.5 Spaces with one means of egress (1015) N/A

For buildings with one means of egress, I have checked the occupant load and the common path of travel against the requirements of IBC 1015. ____ Yes ____ No.

9. LIFE SAFETY PLAN N/A

Provided ___ Yes X No (If yes, Drawing No.)

10. ACCESSIBILITY (Chapter 11) N/A

Design conforms to IBC Chapter 11 ICC A117.1-2009. ___Yes ___ No
If no, explain condition that will not allow building to be accessible.

10.1 ACCESSIBLE PARKING N/A

Total Parking Spaces _____
Total Accessible Parking Spaces _____
Total Accessible Van Parking _____

11. DESIGN LOADS N/A

Ultimate Design Wind Speed Maps in accordance with 11609 Or ASCE 7-10

_____ Risk Cat. I - 145 mph _____ Risk Cat. II - 159 mph _____ Risk Cat III & IV - 169 mph

Classification of Building Categ/oryUse Group _____ (I, II, III, IV)

Live Load Roof _____PSF
Attic _____PSF
Mezzanine _____PSF
Floor _____PSF

Wind Borne Debris Region (1609.1.2) N/A

This building will use impact resistant glass per 1609.1.2. ___ Yes ____No

This building will use wood structural panels per exception 1609.1.2. ___ Yes ___No

This building will use shutters. ____ Yes ____ No

Load-Bearing Values of Soils (1610) N/A

Allowable soil bearing_____ pounds / sq. ft.
Soil Report ____ Yes ___ No.

Earthquake Design (1613) N/A

Seismic Design Load Controls _____ Yes ____ No
If seismic design controls, furnish data required in 1603.1.5.

12. SPECIAL DETAILED REQUIREMENTS N/A

I have reviewed the special detail requirements in Chapter 4 as indicated below and incoporated the provisions into my design.

REQUIREMENT	APPLICABLE (Yes or N/A)
402 Covered Mall building	N/A
403 High rise buildings	N/A
404 Atriums	N/A
405 Under Ground buildings	N/A
406 Motor-vehicle Related Occupancies	N/A
407 Group I-2	N/A
408 Group I-3	N/A
409 Motion Picture Projection Rooms	N/A
410 Stages & Platforms	N/A
411 Special Amusement Buildings	N/A
412 Aircraft Related Occupancies	N/A
413 Combustible Storage	N/A
414 Hazardous Materials	N/A
415 Groups H-1, H-2, H-3, H-4, & H-5	N/A
416 Application of flammable finishes	N/A
417 Drying Rooms	N/A
418 Organic Coatings	N/A

13. FLOOD REQUIREMENTS (IBC 1612) N/A
All projects located in a Special Flood Hazard Area shall comply with the City of Mobile Storm Water Management and Flood Control Ordinance.

13.1 Special Flood Hazard Area ____ Yes ____ No
13.2 Flood Zone
Base Flood Elevation (BFE) _____
Minimum Finish Floor Elevation (MFFE) _____
13.3 Flood proofing Requirements ____ Yes ____ No
13.4 Flood Proofing Certificate provided ____ Yes ____ No
13.5 Flood Proofing Plan included ____ Yes ____ No
13.6 Flood Openings Requirements
____ Yes ____ No
Total net area of flood openings _____
No. of flood openings _____
13.7 Comments _____

QUALITY ASSURANCE FOR WIND REQUIREMENTS (IBC 1705.10)

I have reviewed the requirements of IBC Section 1705 and my design incorporates the requirements of this Section of the Code and is reflected on the drawings and in the specifications.
X Yes ____No

I have notified the Contractor of his responsibility under Section 1704. ____Yes X No N/A

*Contractor's Signature: _____
At time of permitting

15. SAFETY GLAZING FOR HAZARDOUS LOCATION N/A

I have identified on drawings where tempered glass is required in hazardous locations. (2406.3)
____Yes X No N/A

16. PREFABRICATED METAL BUILDINGS N/A

Requirements for metal building erection drawings included on drawings _____

17. PRE-ENGINEERED TRUSSES N/A

Live Loads shown _____
Wind Loads shown _____
Certification from manufacturer (Sealed) _____

18. FIRE DEPARTMENT REQUIREMENTS N/A

18.1 Required water supply _____ gpm @ psi (per Architect/Engineer)
(The Insurance Service Office (ISO) method; the Iowa State University (ISU) Method; the Illinois Institute of Technology (IIT) Research Institute Method), or the 2012 International Fire Code (Table B105.1).

18.2 Hydraulic calculations for fire hydrant systems shall be submitted to the Fire Department for review and approval prior to construction.
____Yes X No

18.3 ***Timing of Installation***. Fire apparatus access roads and a water supply for fire protection shall be installed and made serviceable prior to and during the time of construction.
____Yes X No

18.4 Knox Key Box is required for all commercial occupancies with fire alarm and fire protection systems and all commercial occupancies requiring a certificate of occupancy inspection.
____Yes X No

19. ENERGY CODE REQUIREMENTS N/A

19.1 Energy Requirements:
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design versus annual energy cost for the proposed design.

19.2 Climate Zone: 2 - Mobile, Alabama N/A

19.3 Method of Compliance: N/A

Prescriptive (International Energy Conservation Code - (Latest edition adopted by State)) EXIST
Building Envelope Requirements
Building Mechanical Systems
Service Water Heating
Electrical Power & Lighting System
Prescriptive (ASHRAE 90.1) _____
UA Trade-Off (need signed COMcheck calculations or other approved software) _____
Performance (International Energy Conservation Code) _____
Performance (ASHRAE 90.1) _____

20. ELECTRICAL CODE REQUIREMENTS

20.1 Electrical Work X Yes ____No
(If no, submit a Letter of Supervision indication electrical is not included in scope of work.)
20.2 Riser Diagram included X Yes ____ No
20.3 Panel Schedules X Yes ____ No
20.4 Light Fixture Schedule X Yes ____ No
20.5 Service Location ____Yes X No
20.6 Panel Location X Yes ____ No

21. MECHANICAL CODE REQUIREMENTS

21.1 Provide complete floor plan of mechanical layout (ductwork, a/c units, air-handlers, etc.) X Yes ____ No
21.2 Manufacturer's specifications. X Yes ____ No
21.3 HVAC equipment schedules. X Yes ____ No
21.4 HVAC clearances. X Yes ____ No
21.5 EER ratings for cooling capacity. X Yes ____ No
21.6 Permanent roof access location, (if required) ____Yes X No
21.7 Outside air ventilation calculations, (ASHRAE 62-2012) X Yes ____ No
21.8 Verify rated walls/ceilings with in building. N/A Yes X No
21.9 Printout of heating and cooling load calculations, (manual J) ____Yes X No
21.10 Dryer vent length and loation, (if applicable) N/A Yes X No

22. RESTAURANTS/BUILDINGS USING COOKING EQUIPMENT N/A

22.1 Kitchen equipment schedule. ____Yes ____No
22.2 Ventilation calculations shown on drawings. ____Yes ____No
22.3 Cooking and ventilation equipment specifications. ____Yes ____No
22.4 Exhaust outlet discharge clearances. ____Yes ____No
22.5 Hood clearances from combustibles. ____Yes ____No
22.6 Exhaust duct materials and construction type. ____Yes ____No
22.7 Exhaust duct layout diagram shown. ____Yes ____No

23. PLUMBING REQUIREMENTS

23.1 Plumbing Work ____Yes ____No
(If no, submit a Letter of Supervision indication plumbing is not included in scope of work.)
23.2 Riser Diagram included ____Yes ____No
23.3 Fixture Schedule included ____Yes ____No
23.4 Public Sewer ____Yes ____No
23.5 Total Number of Required Fixtures:

IPC TABLE 403.1
TOTAL NUMBER OF REQUIRED FIXTURES

IPC TABLE 403.1
TOTAL NUMBER OF REQUIRED FIXTURES

	OCCUPANCY	OCCUPANT LOAD	WATER CLOSETS MEN	WATER CLOSETS WOMEN	LAVATORIES MEN	LAVATORIES WOMEN	DRINKING FOUNTAINS	SHOWER/ BATH
REQUIRED								
TOTAL								

MAURIN ARCHITECTURE P.C.
61 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

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HILLSDALE SENIOR CENTER - ROOF REPLACEMENT
6024 LORNA ROAD
MOBILE, ALABAMA 36608

STATE OF ALABAMA
KARRIE K. MAURIN
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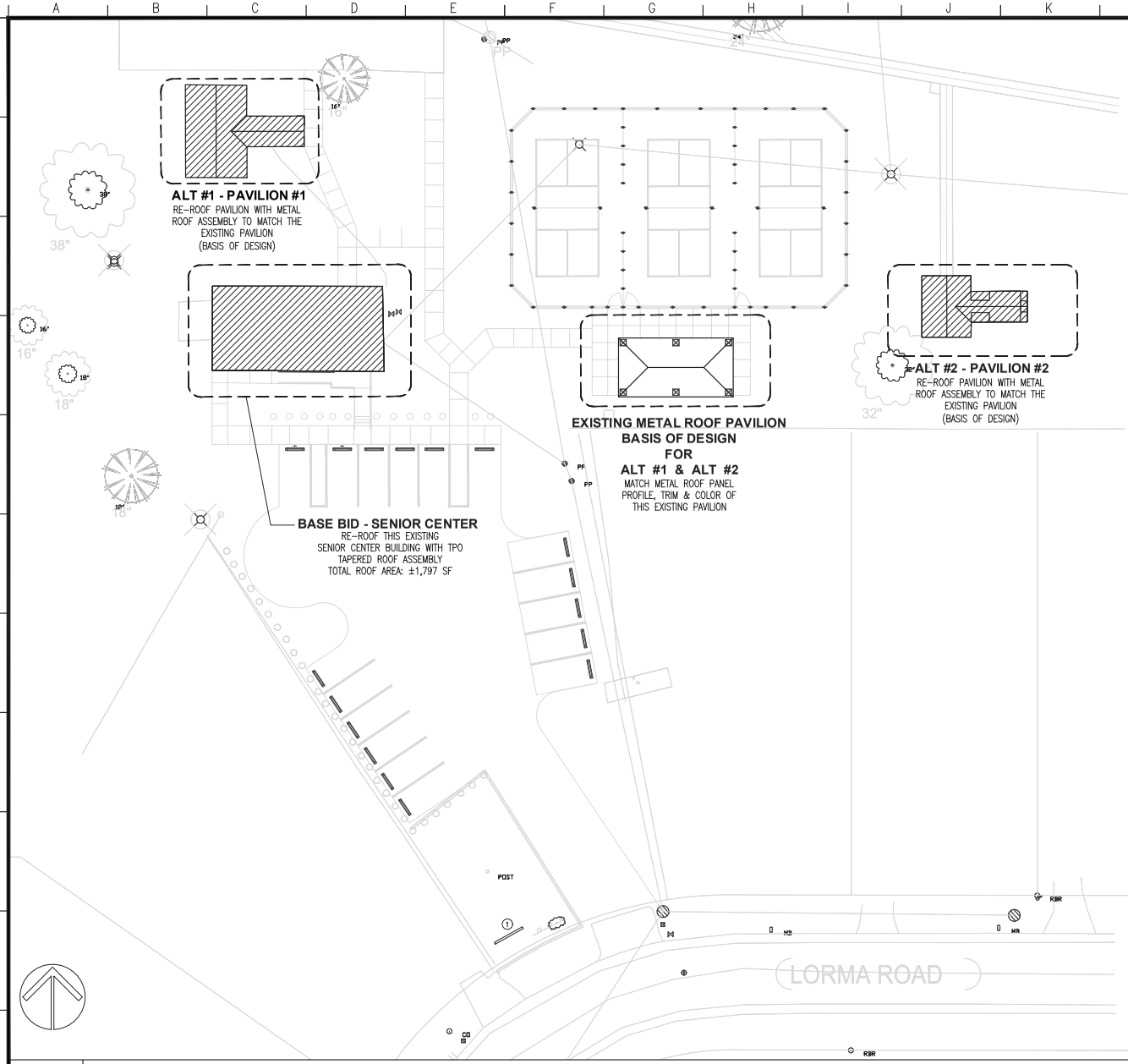
BCS1

BUILDING CODE SUMMARY



BID ALTERNATES

ALTERNATE #1 (PAVILION #1, ±1,000 SF):
REPLACE EXISTING ASPHALT SHINGLE ROOF COMPLETE WITH NEW METAL ROOF PANEL ASSEMBLY COMPLETE. SEE SPECIFICATION SECTION 01230 ALTERNATE BID ITEMS FOR COMPLETE DESCRIPTION OF THE WORK.

ALTERNATE #2 (PAVILION #2, ±800 SF):
REPLACE EXISTING ASPHALT SHINGLE ROOF COMPLETE WITH NEW METAL ROOF PANEL ASSEMBLY COMPLETE. SEE SPECIFICATION SECTION 01230 ALTERNATE BID ITEMS FOR COMPLETE DESCRIPTION OF THE WORK.

UNIT PRICES

A. BASE BID, ALT #1 & ALT #2 :
REMOVE & REPLACE ROTTEN WOOD DECK BOARDS WITH MATCHING ADJACENT BOARD TYPE AND SIZE. SEE SPECIFICATION SECTION 01220 UNIT PRICES FOR COMPLETE DESCRIPTION OF THE WORK.

B. ALT #1 & ALT #2 ONLY :
REMOVE, REPLACE & PAINT WOOD FASCIA WITH NEW TO MATCH EXISTING BOARD TYPE AND SIZE. SEE SPECIFICATION SECTION 01220 UNIT PRICES FOR COMPLETE DESCRIPTION OF THE WORK.

SITE PLAN KEY NOTES

1. COORDINATE LOCATION FOR PROJECT SIGN INSTALLATION WITH PROJECT MANAGER.
2. SEE PROJECT SIGN DETAILS 2/D1.1.

1 ARCHITECTURAL SITE PLAN - SCOPE OF WORK

SCALE: 1/16"=1'-0"

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 692 7460 INFO@MAURINARCH.COM

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HILLSDALE SENIOR CENTER - ROOF REPLACEMENT
6024 LORMA ROAD
MOBILE, ALABAMA 36608

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7646
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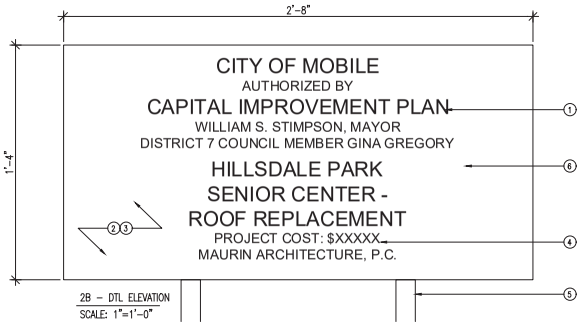
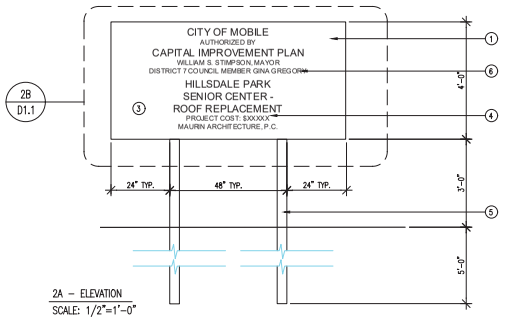
AS1

ARCHITECTURAL SITE PLAN - SCOPE OF WORK





CONSTRUCTION JOBSITE SIGN KEY NOTES

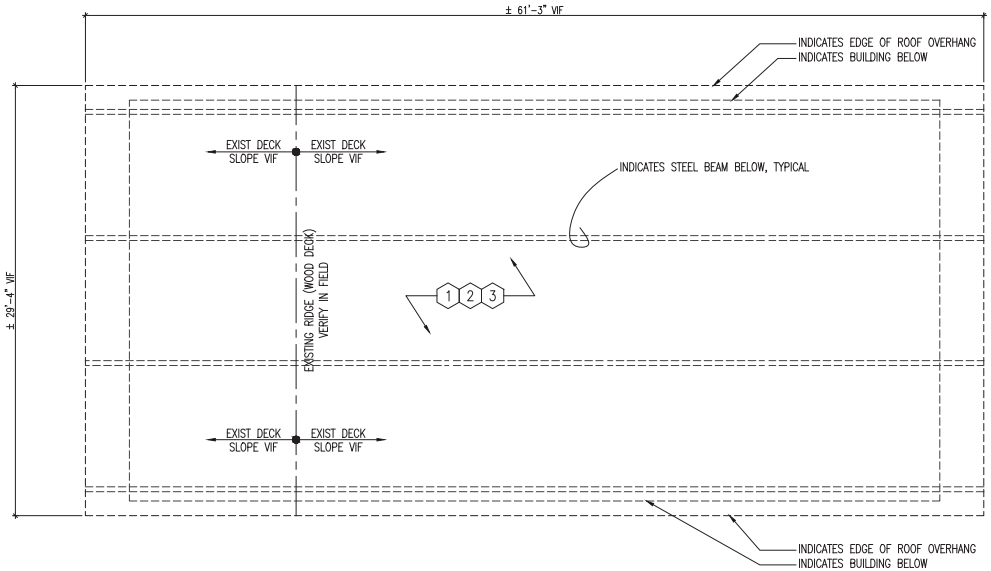
1. SIGN SHALL BE CONSTRUCTED OF 3/4IN MARINE GRADE PLYWOOD PAINTED WITH (2) COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE EOR.
3. SIGN SHALL BE FRESHLY PAINTED AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT AND THEN REMOVED FROM THE SITE
4. PROJECT COST SHALL BE NEATLY PAINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. 4X4 PRESSURE TREATED WOOD POST TO BE PAINTED WITH (2) COATS EXTERIOR SEMIGLOSS WHITE ENAMEL
6. VERIFY VERBIAGE OF SIGN WITH PROJECT EOR BEFORE FABRICATING AND INSTALLING. SUBMIT PROOF FOR APPROVAL TO EOR PRIOR TO INSTALLATION.

2 CITY OF MOBILE - CONSTRUCTION JOB SITE SIGN

SEE DETAILS

DEMOLITION KEY NOTES

1. REMOVE EXISTING ROOF MEMBRANE AND FLASHING COMPLETE TO THE EXISTING ROOF DECK PER SECTION 024126
2. ALL EXISTING WOOD BLOCKING (FASCIA, EAVE, BLOCK, ETC.) TO BE REPLACED AS REQUIRED FOR THE NEW ROOF INSTALLTION
3. COORDINATE ALL EXISTING TO REMAIN PENETRATIONS THRU ROOF WITH INTERIOR RENOVATION PROJECT (SEPARATE CONTRACT)



1 ROOF PLAN - DEMOLITION

SCALE: 1/4"=1'-0"

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251.692.7460 INFO@MAURINARCH.COM

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HILLSDALE SENIOR CENTER - ROOF REPLACEMENT

6024 LORNA ROAD
MOBILE, ALABAMA 36608

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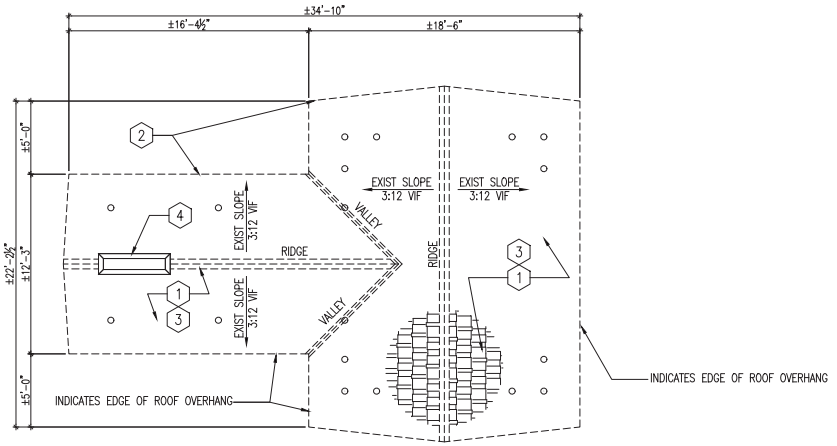
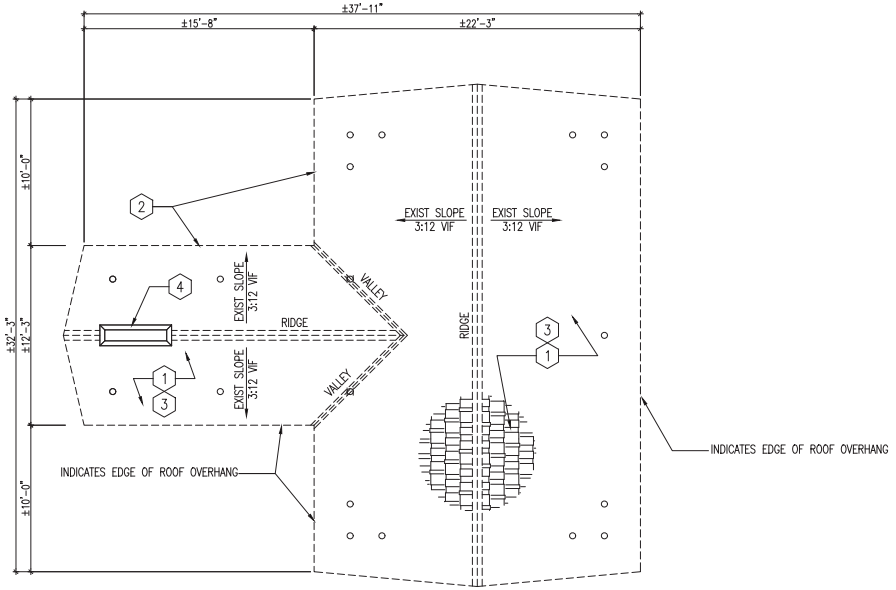
D1.1

DEMOLITION - ROOF PLAN & DETAILS



2 ROOF PLAN (ALT #2 - PAVILION #2): DEMOLITION

SCALE: 1/4"=1'-0" ALTERNATE #2



1 ROOF PLAN (ALT #1 - PAVILION #1): DEMOLITION

SCALE: 1/4"=1'-0" ALTERNATE #1

DEMOLITION KEY NOTES

1. REMOVE EXISTING ASPHALT SHINGLE ROOF COMPLETE TO THE EXISTING ROOF DECK PER SECTION 024126
2. REPLACE EXISTING WOOD SOFFIT FASCIA AS REQUIRED, SEE SECTION 01220 UNIT COST
3. REPLACE EXISTING WOOD DECK AS REQUIRED, SEE SECTION 01220 UNIT COST
4. EXISTING METAL CHIMNEY FLUE TO REMAIN – PROTECT DURING DEMOLITION

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601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251.692.7469 INFO@MAURINARCH.COM

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6024 LORMA ROAD
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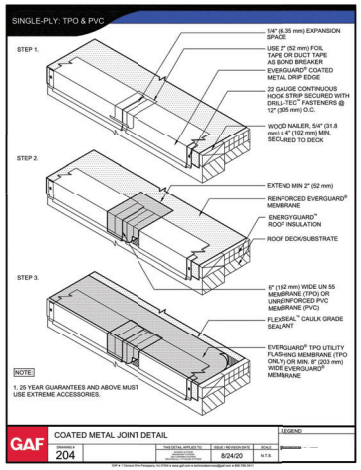
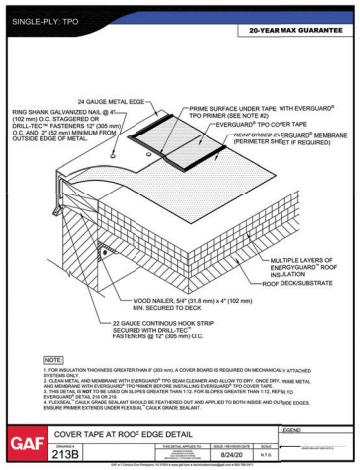
D2.1

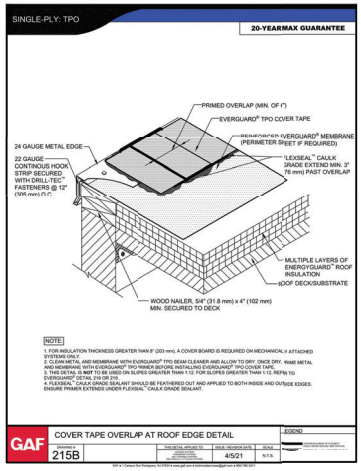
ALTERNATE #1 & #2 - PAVILIONS #1 & #2: DEMOLITION ROOF



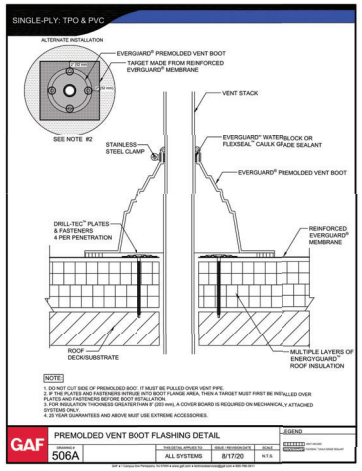
3	MANF. DETAIL
NOT TO SCALE	SPECIFICATION SECTION 07 54 23



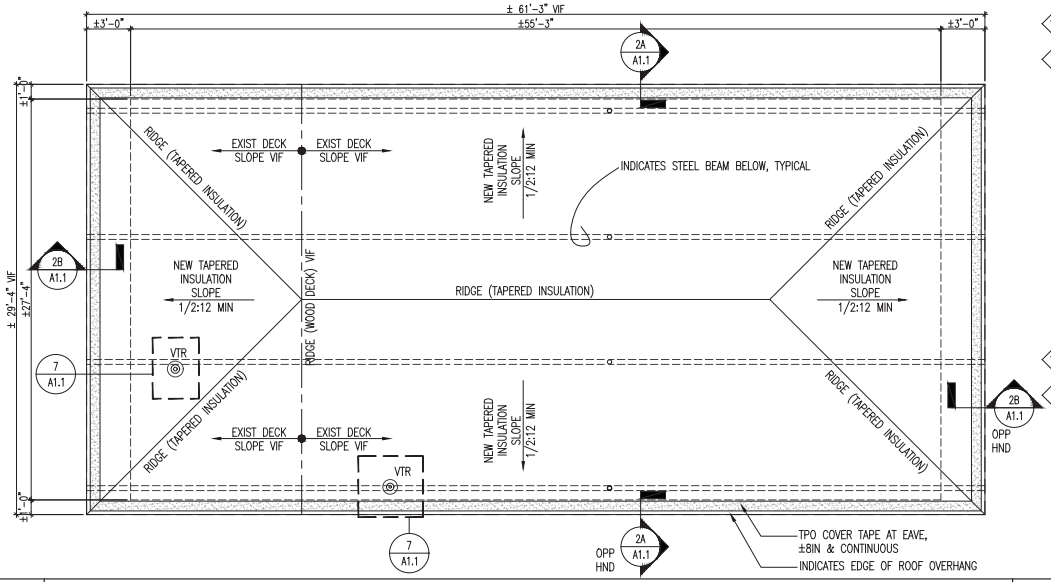
4	MANF. DETAIL
NOT TO SCALE	SPECIFICATION SECTION 07 54 23



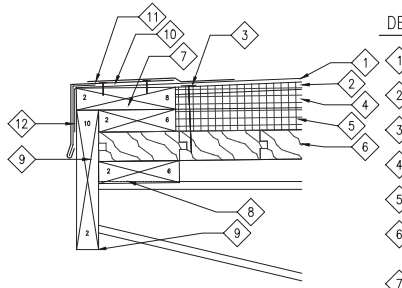
5	MANF. DETAIL
NOT TO SCALE	SPECIFICATION SECTION 07 54 23



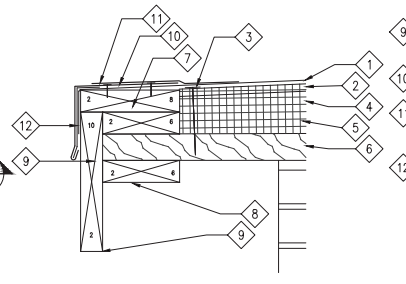
6	MANF. DETAIL
NOT TO SCALE	SPECIFICATION SECTION 07 54 23



1	ROOF PLAN - NEW
SCALE: 1/4"=1'-0"	



2B - NORTH & SOUTH ROOF EAVE DETAIL



2A - NORTH & SOUTH ROOF EAVE DETAIL

2	EAVE DETAILS
SCALE: 1/4"=1'-0"	

DEMOLITION KEY NOTES

1. SINGLE PLY MEMBRANE: TPO 60 MIL MEMBRANE, ADHERED USING MANUFACTURER'S BONDING ADHESIVE PER SECTION 075423
2. COVERBOARD: POLYISOCYANURATE BOARD INSULATION PER SECTION 075423
3. FASTENER AND PLATES INSTALLED THRU COVERBOARD AND ATTACHED TO SUBSTRATE (EXISTING WOOD DECK) PER SECTION 075423
4. TOP LAYER TAPERED POLYISOCYANURATE BOARD INSULATION (1/2IN SLOPE), LOOSE LAID, AS PER SECTION 075423
5. BOTTOM LAYER POLYISOCYANURATE BOARD INSULATION, LOOSE LAID, AS PER SECTION 075423
6. EXISTING 2X WOOD ROOF DECK EXISTING TO REMAIN, REPAIR AND REPLACE DECK BOARDS AS REQUIRED. SEE SECTION 01220 UNIT PRICES
7. PT 2X6 & 2X8 WOOD BLOCKING CONTINUOUS ALONG ENTIRE ROOF EAVE
8. REPLACE PT 2X6 WOOD BLOCKING EXPOSED CONTINUOUS ALONG ENTIRE ROOF OVERHANG, MITER ALL CORNER CONNECTIONS, PRIME AND PAINT TO MATCH EXISTING COLOR
9. REPLACE PT 2X10 WOOD FASCIA BOARD EXPOSED CONTINUOUS ALONG ENTIRE ROOF EAVE, MITER ALL CORNER CONNECTIONS, PRIME AND PAINT TO MATCH EXISTING COLOR
10. 24 GA METAL EDGE FLASHING, ATTACHED PER TPO SPECIFICATION
11. "EVERGUARD" TPO COVER TAPE ATTACHED WITH CONTINUOUS BEAD OF "FLEXSEAL" CAULK GRADE SEALNT OR "EVERGUARD" CUT EDGE SEALANT , INSTALLED PER MANUFACTURER'S INSTRUCTIONS
12. 24 GA CONTINUOUS HOOK STRIP SECURED WITH DRILL–TEC FASTENERS @ 12IN O.C.

INSTALL NEW TAPERED TPO MEMBRANE ROOF ASSEMBLY OVER EXISTING SLOPED 2X WOOD DECK PER MANUFACTURER'S INSTRUCTIONS

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7465 INFO@MAURINARCH.COM

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6924 LORNA ROAD
MOBILE, ALABAMA 36608

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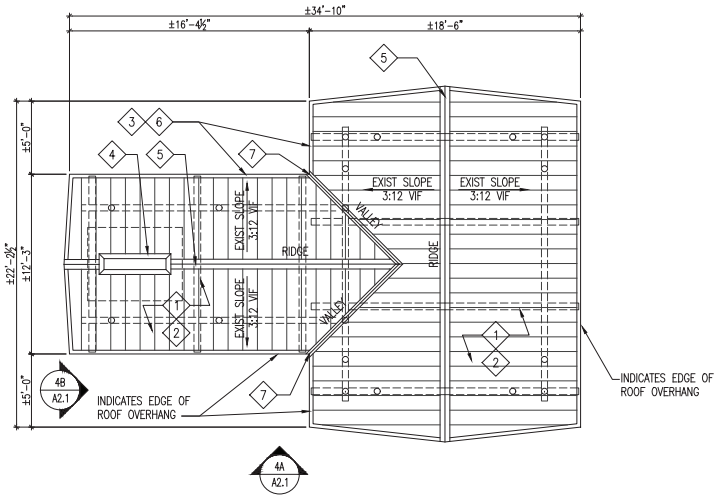
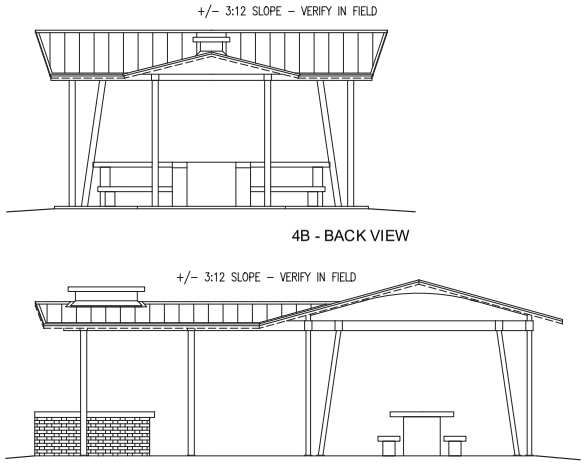
A1.1

SENIOR CENTER - NEW ROOF PLAN & DETAILS



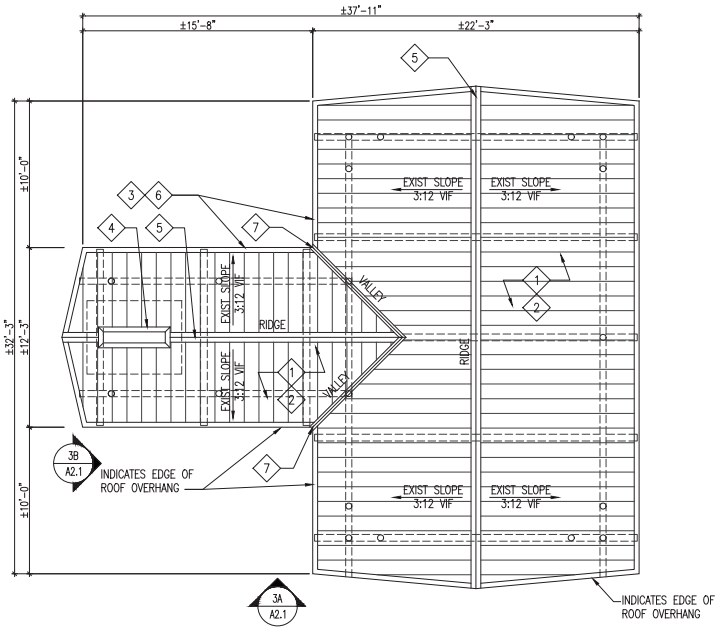
2 ROOF PLAN (ALT #2 - PAVILION #2): NEW

SCALE: 1/4"=1'-0" ALTERNATE #2



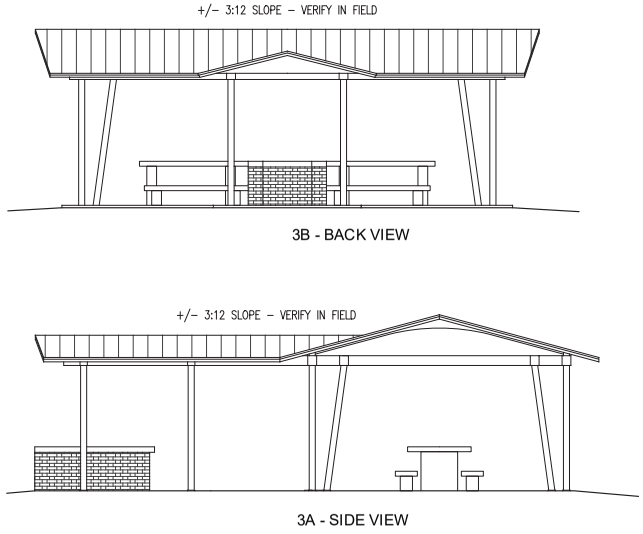
4 ELEVATIONS (ALT #2 - PAV #2): NEW

SCALE: 1/4"=1'-0" ALTERNATE #1



1 ROOF PLAN (ALT #1 - PAVILION #1): NEW

SCALE: 1/4"=1'-0" ALTERNATE #1



3 ELEVATIONS (ALT #1 - PAV #1): NEW

SCALE: 1/4"=1'-0" ALTERNATE #1

NEW WORK KEYNOTES

1. METAL ROOF: 24 GA. PBR METAL PANEL WITH KYNAR FINISH AND EXPOSED FASTENER AS PER SECTION 074113 FORMED METAL ROOF PANELS
2. EXISTING 2X WOOD ROOF DECK EXISTING TO REMAIN, REPAIR AND REPLACE DECK BOARDS AS REQUIRED. SEE SECTION 01220 UNIT PRICES
3. REPLACE PT 2X WOOD FASCIA BOARD (VERIFY BOARD SIZE IN FIELD) EXPOSED CONTINUOUS ALONG ENTIRE ROOF EAVE, MITER ALL CORNER CONNECTIONS, PRIME AND PAINT TO MATCH EXISTING COLOR. SEE SECTION 01220 UNIT PRICES
4. INSTALL FLASHING AROUND EXISTING CHIMNEY FLUE TO REMAIN PER ROOF MANF. AND SECTION 074113 FORMED METAL ROOF PANELS
5. INSTALL RIDGE CAP PER ROOF MANF. AND PER SECTION 074113 FORMED METAL ROOF PANELS
6. INSTALL DRIP EDGE FLASHING PER ROOF MANF. AND PER SECTION 074113 FORMED METAL ROOF PANELS
7. SIZE AND INSTALL VALLEY FLASHING PER ROOF MANF. RECOMMENDATION AND PER SECTION 074113 FORMED METAL ROOF PANELS

SIZE AND INSTALL ALL FLASHING (EAVE, VALLEY, VTR, CHIMNEY, ETC) PER MANUFACTURER RECOMMENDED DESIGN
ARCHITECT TO REVIEW MANF. SHOP DRAWINGS PRIOR TO INSTALLATION

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251.692.7469 INFO@MAURINARCH.COM

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7646
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A2.1

ALTERNATE #1 & #2 - PAVILIONS #1 & #2: NEW ROOF

Addendum No. 1

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: Hillsdale Senior Center Roof Replacement
Project # PR-049a-25

Date: September 12, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated September 10, 2025. Acknowledge the receipt of this Addendum No. 1, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Conference Agenda with modifications, the Pre-Bid Conference Attendance Roster, dated September 10, 2025, as part of Addendum No. 1.
Item 2. A vapor barrier is not required for the Pavilion roofs.
Item 3. Fasteners should not be visible from the interior of the building.
Item 4. The TPO roof installation is changing from a mechanically fastened to a Hybrid TPO roof assembly. Revised plans and specifications will be issued with Addendum #2.
Item 5. Approved roof assembly manufacturer, all others must be pre-approved:

GAF
Preston Gerrish
Commercial Territory Manager AL,
FL Panhandle
251-481-9038
preston.gerrish@gaf.com

Item 6. The length of the Labor and Material Warranty needs does not match between Supplemental Instructions to Bidders (Section 00300, 24.B) and the Summary of the Work (Section 01010, 1.37.B). They both should require five (5) years.
Item 7. Specification Section 074113 Formed Metal Roof Panel - Alternate Bid Items #1 & #2, 1.4.A Quality Assurance – Contractor must meet the Installer Qualifications. If documented experience is less than 10 years, Contractor may provide 5 projects where metal roof was installed, including contact information,
Item 8. Specification Section 075423 Thermoplastic-Polyolefin Roofing (TPO), 3.05 Quality Assurance – Contractor must meet the qualifications as specified by approved manufacturer.

Forms and Specifications:

Item 1. Replace Index to Documents with Index to Documents, Addendum #1, dated September 12, 2025.
Item 2. Added Alternate #3 and removed Unit Price #2 on Bid Form in Section 00400 Bid Form, Addendum #1, dated September 12, 2025.
Item 3. Removed Unit Price #2 in Section 01220 Unit Prices, Addendum #1, dated September 12, 2025.
Item 4. Added Alternate #3 to Description of Alternates (1.4.C) to Section 01230 Alternative Bid Items, Addendum #1, dated September 12, 2025.
Item 5. Added Section 01310 Project Management & Co-ordination, Addendum #1, dated September 12, 2025

Drawings: N/A

RFI's:

Item 1. The TPO roof substitution (Carlisle Syntec Systems) is no longer an approved substitution due to the requirement of no visible fasteners (from inside the building) and the specification change to a Hybrid roof assembly.

END OF ADDENDUM NO. 1

PRE-BID CONFERENCE AGENDA
W/ MODIFICATIONS

FOR

CITY OF MOBILE PARK IMPROVEMENTS
HILLSDALE SENIOR CENTER
ROOF REPLACEMENT
6024 Lorma Road, Mobile, Alabama 36608
CITY OF MOBILE PROJECT #PR-049a-25
September 10, 2025, at 9:00 am

Note: This Agenda is complimentary, for general use as an outline and for discussion during this meeting. Any errors, omissions, or clarifications shall be communicated to the Engineer for distribution. This Agenda does not attempt to be, nor represent, any recapitulation of Project requirements, and does not change or alter same in any respect; Changes, if any, will only be made by written Addendum.

1. Welcoming remarks. Reminder to sign in on sheet being circulated. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly. Addenda will be posted on the City of Mobile Bid Website under the Project. https://www.cityofmobile.org/bids/ Please check this website for all Addenda prior to submitting your bid form.

2. Name of Owner – City of Mobile
   Project Manager – Elizabeth Miller
   Design Consultant – Karrie Maurin

3. Every General Contractor and every Subcontractor should read and be familiar with all of the "front-end" documents and all of Division 1 of the Project Manual, in addition to the work they are bidding and have to coordinate with.

4. Bid time, date, place – are indicated in the Advertisement for Bids; Sealed bids will be received and clocked in until 2:15 pm, Wednesday, the 17th day of September, 2025 ; bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bid will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza. It is the Contractors responsibility to make sure Bid is received prior to bid time or they will not be accepted.

5. Note that Advertisement and Instructions to Bidders should be read by each bidder. For insurance requirements refer to Invitation & Instructions to Bidders in the Project Manual. A Certificate of Insurance evidencing all the minimum requirements must be provided to and accepted by the City of Mobile prior to commencing on the contract.

6. Contractors shall use the Bid Form included in Project Manual, copies of which are furnished to each bidder with Bid Documents.

7. Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids.

8. Addenda - Minutes of Mandatory Pre-Bid Conference, and any pertinent items discussed shall be issued as Addendum following the Mandatory Pre-Bid Conference.

9. Clarification will be made only by written Addenda posted on the City of Mobile website. Questions and Clarifications must be submitted in writing five (5) days prior to bid.

10. When the Bid Documents identify three or more sources and the list of sources is not followed by “or approved equal” or similar wording, the bidder’s proposal shall be based upon one of the identified sources, unless the bidder obtains “Pre-bid Approval” of another source. Approval of substitutions, if granted, shall not be effective until published by the Engineer in an addendum to the Bid Documents. Requests for substitutions will only be considered five (5) days prior to bid.

11. If there is a conflict, discrepancy, or confusion between the existing conditions, plans and specifications for work, materials or equipment and the Contractor does not receive written clarification from the Engineer prior to the opening of bids the Contractor shall include the better quality or greater quantity of work in his/her bid.

12. Bids must be submitted on the Bid Form as contained in the Bid Documents; only one copy is required to be submitted.

13. All information requested of the bidder on the Bid Form must be filled in. The form must be completed by typewriter or hand-printed in ink.

14. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the total bid price, including the allowance if any, but in no event not more than $10,000.00. Bid Security shall be on the form of a Bid Bond or cashier’s check payable to the City of Mobile. No Bid Security is required on Bids less than $10,000.00.

15. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR HILLSDALE SENIOR CENTER ROOF REPLACEMENT PROJECT NUMBER: (PR-049a-25)”.

16. Performance Assurance and Insurance: The bidder to whom award is made shall provide a Performance Bond equal to 100% of the total Contract Amount (including the allowance) and a Labor and Material Bond equal to 100% of the total contract amount (including the allowance). The accepted Bidder shall also provide insurance as required in section 1.20
NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY OF MOBILE.

17. A valid City of Mobile business license for the duration of the contract period. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)

18. Bids may be delivered in person or by mail if ample time is allowed for delivery.

19. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids.

20. Alternates, if any, are listed in the Bid Form in the order in which they shall cumulatively add to from the base bid for determining the lowest bidder.

21. Bid Forms may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind.

22. Discussion of Scope of Work (discussion:
    a. Base Bid: The work includes tear off and replacement of the built-up roof membrane across the entire roof as specified in the consultant drawings attached to this project manual.
    b. Add Alternate 1 (Pavilion #1, ± 1,000 SF): The Work includes replacement of the existing asphalt roof across the entire Pavilion #1 roof.
    c. Add Alternate 2 (Pavilion #2, ± 800 SF): The Work includes replacement of the existing asphalt roof across the entire Pavilion #2 roof.
    d. Unit prices: Remove and replace any wet or otherwise unsuitable deck. Carefully document the total square footage of roof deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
    e. ~~***TPO substitution request already approved, see attachment at end of the Pre-Bid Agenda.***~~ ***The TPO substitution request is no longer approved, due to the changes requiring no fasteners to be visible from inside the building and installation of a Hybrid roof assembly.***

23. There is a separate interior renovation project for the Senior Center. The roof replacement was planned to be done before the interior renovation project; however, the interior renovation project could be completed simultaneously with the construction of this project. In this case, the construction schedules will need to be coordinated.

24. Completion Time for Project: Base Bid Completion Time: The Project shall be completed within ninety (90) calendar days from the date indicated by the Notice to Proceed**.** Time begins from date of Official Notice to Proceed.

25. There is a $7,000.00 Contingency Allowance. Allowances shall be utilized only after advanced written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.

26. At the time the Contractor duly awarded the Bid receives the signed Contract and the Notice to Proceed, he shall submit a Schedule of Work Progress to the Architect which reasonably reflects the amount of time required for each Phase of Work and the deadline by which it can be expected that such phase of the Work shall be completed. This Schedule should accurately reflect the date for Substantial Completion, and take into consideration any reasonable contingencies.

27. The Contractor shall be responsible for all project safety. Neither the Architect nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures. Contractor's personnel responsible for safety shall be OSHA certified. Safety barricades (as described in the contract documents) for project, including equipment and storage areas, part of contractors means, methods, techniques, sequences, procedures; cost of any type fencing, barricades, etc. necessary shall be incidental to project.

28. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.

29. Contractor shall have access to the site five days a week, 7:00 am until 5:00 pm unless approved differently by Project Manager.

30. Contractor shall keep an exceptionally clean site. The Community Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and Community Center staff.

~~***31. The Contractor is responsible for protecting the floor in the gymnasium during the project. Any damage to the floor shall be repaired to match the existing floor.***~~

32. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.

33. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

34. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
    a. Storm and Wastewater:
        i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.

ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

35. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.

36. Parking for Contractors and their Subs and workers: Shall be coordinated with the Owner.

37. Traffic Control:
- Coordinate all construction activities with parties having jurisdiction.
- Particular attention shall also be paid to vehicular and pedestrian traffic and routing of such during project.

38. Meetings: Owner / Architect / Contractor (OAC) Progress Meeting to be held per project requirements. Pre-Construction Conference will be held once a Contractor has been awarded the project and contract signed.

39. Liquidated Damages: Per Item II Invitation & Instructions to Bidders, 1.24 LIQUIDATED DAMAGES: for non-completion of the work within the time limited agreed upon will be accessed in the amount of actual damages to the Owner but in no event not more than $250.00 per day.

40. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published in a local newspaper of general circulation.

41. Closing remarks / questions. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Elizabeth Miiller at elizabeth.miller@cityofmobile.org.

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	Hillsdale Senior Center PR-049a-25	6024 Lorma Road, Mobile, Alabama 36608	Wednesday, September 10, 2025

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Elizabeth Miller	COM	251-208-7627		251-406-2678	elizabeth.miller@cityofmobile.org
Chuck Babin	COM	251- 208 -6035		251-489-4888	chuck.babin@cityofmobile.org
Jason Kelley	COM				jason.kelley@cityofmobile.com
Terry Reed	COM				terry.reed@cityofmobile.org
Karrie Maurin	Maurin Architects	251-690-7460		850-221-0670	karrie@maurinarch.com
Collin Welch	COM	251-469-3835			collin-welch@cityofmobile.org
Donny Cook	Standard	(334) 265-1262		(334) 391-0440	dcook@standardexteriorsolutions.com
Zyron Reed	CER	251-225-1480		251-225-1480	zreed@cersvcs.com
Travis Byrd	E. Cornell Malone Corp	601-550-1147			travis@ecmalone.com
Chad Rich	Duro-last	251-472-5736			chadrich@rosalesgroup.net
Brian Schaffer	MWCR	251-895-2670			bschaffer@midwesternroofers.com
Daniel Schinyle	MWCR	601-987-7804			Dschinyle@midwesternroofers.com
Maurice Square	Amerson Roofing	(850) 393-3255			sandra@amersonroofing.com
Matias Rodriguez	Roofing Solutions	225-571-2696			matias.121205@outlook.com
Cody Priest	Porter Roofing	256-220-9249			

INDEX TO DOCUMENTS
ADDENDUM #1, DATED SEPTEMBER 12, 2025

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders
  - AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00400 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement between City of Mobile and Contractor for a Stipulated Sum (with Owner's modifications)
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment
    - AIA Document G702 and
    - AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion
    - AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims
    - AIA Document G706
  - Contractor's Affidavit of Release of Liens
    - AIA document G706A
  - Consent of Surety to Final Payment
    - AIA Document G707
  - E-Verify Documentation (Sample)
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS
- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01220 Unit Prices
- Section 01230 Alternative Bid Items
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01710 Closeout Procedures
- Section 01731 Cutting and Patching
- ~~**Section 017823 Operation and Maintenance Data**~~
- Section 017839 Project Record Documents

DIVISION 2 SITEWORK
- Section 024126 Selective Roof Demolition

DIVISION 3 CONCRETE

DIVISION 4 MASONRY

Hillsdale Senior Center
Roof Replacement
PR-049a-25

DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC
Section 061013 Rough Carpentry– Architectural
DIVISION 7 THERMAL AND MOISTURE PROTECTION
Section 074113 Formed Metal Roof Panel - Alternate Bid Items #1 & #2
Section 075423 Thermoplastic-Polyolefin Roofing (TPO)
Section 076200 Sheet Metal Flash and Trim
DIVISION 8 DOORS AND WINDOWS
DIVISION 9 FINISHES
Section 099000 Paints and Coatings
DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
DIVISION 24 ELECTRICAL

DRAWINGS:

T1.1 Title Sheet
BCS1 Building Scope Summary
AS1 Architectural Site Plan – Scope of work
D1.1 Senior Center – Demolition Roof Plan & Details
D2.1 Alternates #1 & #2: Demolition of Roof Plans
A1.1 Senior Center – New Roof Plan & Details
A2.1 Alternates #1 & #2: New Roof Plans

SECTION 00400

BID FORM
ADDENDUM #1, DATED SEPTEMBER 12, 2025

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-049a-25
PROJECT NAME: Hillsdale Senior Center Roof Replacement
PROJECT LOCATION: 6024 Lorma Road
Mobile, Alabama, 36608

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Maurin Architecture, P.C., dated September 17, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for approximately ninety (90) calendar days from the date of the Notice to Proceed.

Base Bid: $ _____ .00

Contingency Allowance: + $ 7,000.00

Total Base Bid: $ _____ .00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ _____ **.00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Remove existing roof and provide metal roof for Pavilion #1 (± 1,000 SF) per plans and specifications.

_____ Dollars & No Cents $ _____ .00
Amount in Words Amount in #'s

Additive Alternate #2: Remove existing roof and provide metal roof for Pavilion #2 (± 700 SF) per plans and specifications.

_____ Dollars & No Cents $ _____ .00
Amount in Words Amount in #'s

Additive Alternate #3: *Cost difference in total amount to install a fully adhered roof assembly instead of installing a hybrid roof assembly.*

_____ *Dollars & No Cents $ _____ .00*
Amount in Words *Amount in #'s*

Unit Price #1: Remove and replace (1) square foot of rotten or otherwise unsuitable treated wood deck boards to match adjacent (Base Bid – Senior Center, Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2).

$_____ SF

~~Unit Price #2: Remove, replace and paint to match one (1) linear foot of treated 6" (verify board size in field to match existing fascia board) soffit fascia board (Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2):~~

~~_____ $_____ LF~~

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $7,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000.00, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ DATE_____, 2025
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2025

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

SECTION 01220
UNIT PRICES
ADDENDUM #1, DATED SEPTEMBER 12, 2025

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Measurement.
2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment. Contractor must document quantities involved with photographs and measurements, or **in some other manner satisfactory to the Owner**.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Remove and replace (1) square foot of rotten or otherwise unsuitable treated wood deck boards to match adjacent (Base Bid – Senior Center, Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2).
1. Unit of measure: Per Square Foot.
2. Basis of payment:
a. Contract Sum to be based on quantities material provided and installed.
b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

~~B. Remove, replace and paint to match one (1) linear foot of treated 6" (verify board size in field to match existing fascia board) soffit fascia board (Alternate Bid #1 - Pavilion #1 & Alternate Bid #2 - Pavilion #2):~~

~~1. Unit of measure: Per linear foot or portion thereof.~~

~~2. Basis of payment:~~

~~a. Contract Sum to be based on quantities of material provided and installed.~~

~~b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.~~

END OF SECTION

SECTION 01230

ALTERNATIVE BID ITEMS
ADDENDUM #1, DATED SEPTEMBER 12, 2025

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes
1. Documentation of changes to Contract Sum and/or Contract Time.

B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.

C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

B. Individual specification sections identified.

PROCEDURES

C. Alternates will be exercised at the option of Owner.

D. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.4 DESCRIPTION OF ALTERNATES

A. Alternate #1 (Pavilion #1, ± 1,000 SF): The Work includes replacement of the existing asphalt roof across the entire Pavilion roof. This work will include the following activities:

1) Remove and dispose of the existing asphalt shingle roof assembly, and inspect the existing deck. Remove and replace any wet or otherwise unsuitable deck or fascia board. Carefully document the total square footage of roof deck or fascia board to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).

2) Provide and install new PBR 24-gauge Kynar-coated metal roof panels, counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range. Install metal panels according to manufacturer's instructions in orientation, sizes, and locations indicated. Use the specified fasteners according to manufacturer's instructions in material & spacing
3) Install all necessary terminations at perimeters, penetrations; curbs, etc., as required by the roofing manufacturer. Cover all exposed termination bars with new 24-gauge Kynar-coated counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range.

B. Alternate #2 (Pavilion #2, ± 800 SF): The Work includes replacement of the existing asphalt roof across the entire Pavilion roof. This work will include the following activities:

1) Remove and dispose of the existing asphalt shingle roof assembly, and inspect the existing deck. Remove and replace any wet or otherwise unsuitable deck or fascia board. Carefully document the total square footage of roof deck or fascia board to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
2) Provide and install new PBR 24-gauge Kynar-coated metal roof panels, counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range. Install metal panels according to manufacturer's instructions in orientation, sizes, and locations indicated. Use the specified fasteners according to manufacturer's instructions in material & spacing.
3) Install all necessary terminations at perimeters, penetrations; curbs, etc., as required by the roofing manufacturer. Cover all exposed termination bars with new 24-gauge Kynar-coated counterflashings and sealants at required locations. Kynar color shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range.

C. Alternate #3 (Senior Center): Install a fully adhered roof assembly instead of a hybrid roof assembly (base bid) per the construction documents. The difference in cost to install the fully adhered systems instead of a hybrid roof assembly is to be shown on the bid form.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION
ADDENDUM #1, DATED SEPTEMBER 12, 2025

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:

1. Activity Duration
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 days for startup, testing and training.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Documentation shall include trades and activities that were adversely impacted by the weather.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel,

evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

Addendum No. 2

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Elizabeth Miller
City of Mobile Architectural Engineering Department

Re: Hillsdale Senior Center Roof Replacement
Project # PR-049a-25

Date: September 15, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated September 10, 2025. Acknowledge the receipt of this Addendum No. 2, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. A vapor barrier is required for the Pavilion roofs. See attached revised plans.
Item 2. Senior Center Re-Roof:
- A. TPO Hybrid Tapered Assembly
  1. Basis of Design: GAF Data Sheet "CSTG TFATI60…Rev" attached & described below. FBC system FL5293-R66.
     a. 2" base iso will be mechanically attached with #14 fasteners and 3" standard steel plates the fastening pattern will be 16 in the field, 24 on the perimeter, and 32 in the corners. 1" penetration into the wood plank
     b. tapered iso will be adhered with Olybond 500 adhesive 12" O.C
     c. 0.25" securock cover board adhered with Olybond 500 adhesive 12" O.C
     d. 60 mil TPO smooth adhered with GAF Quick spray adhesive
     e. 20 year warranty
  2. Approved Alternate Manufacturers shall match Basis of Design Warranty, performance and the assembly shall not permit for fasteners to penetrate below and thru the existing wood deck:

a. Duro-Last
b. Carlisle

B. Bid Alternate: TPO Fully Adhered Tapered Assembly
1. Basis of Design: GAF Specification "CSTG TFATI60…Rev2" attached & described below. FBC system FL5293-R66.
a. New 1/2" plywood sheathing installed over existing 2x wood deck
b. Min 1" iso adhered in olybond 12" O.C
c. Tapered iso adhered in olybond 12" O.C
d. 1/2" hd Iso cover board adhered in olybond 12" O.C
e. 60 mil TPO adhered in GAF TPO quick Spray
f. 20 year warranty

Item 3. Alternate #1 & #2 Re-Roof
A. Formed Metal Roof Panel
1. Basis of Design: AllSouth Pre-Engineered Components, LLC (APEC) "APEC – PBR_properties" attached and described below.
a. Ice and Water shield – SBS modified self-adhering membrane reinforced with non-woven fiberglass mat.
b. 24 Ga. PBR Metal Roof Panel with Kynar finish and exposed fasteners
c. All flashing design per manufacturer's specification required for complete roof assembly & warranty
d. 2 year Material and Workmanship Warranty rom Substantial Completion
e. 2 year Installer Warranty from Substantial Completion
f. 30 year Kynar Paint Finish warranty
2. Approved Alternate Manufacturers shall match Basis of Design Warranty, performance and the assembly shall not permit for fasteners to penetrate below and thru the existing wood deck:
a. Duro-Last
b. Peterson Aluminum Corporation (PAC-CLAD)

Item 4. Revised plans will be provided to the awarded bidder with updates matching the roof assembly provided in Addendum #2 (Clarification Items 2 &3 above).

Forms and Specifications: **N/A**

Drawings:

Item 1. Replace drawings sheet titled T1.0 Title Sheet and dated 9.03.25 with this one attached by the same title and dated 9.15.25.
Item 2. Replace drawings sheet titled D2.1 Alternates #1 & #2: Demolition Roof Plans and dated 9.03.25 with this one attached by the same title and dated 9.15.25.
Item 3. Replace drawings sheet titled A2.1 Alternates #1 & #2: New Roof Plans and dated 9.03.25 with this one attached by the same title and dated 9.15.25.

RFI's: N/A

Attachments:

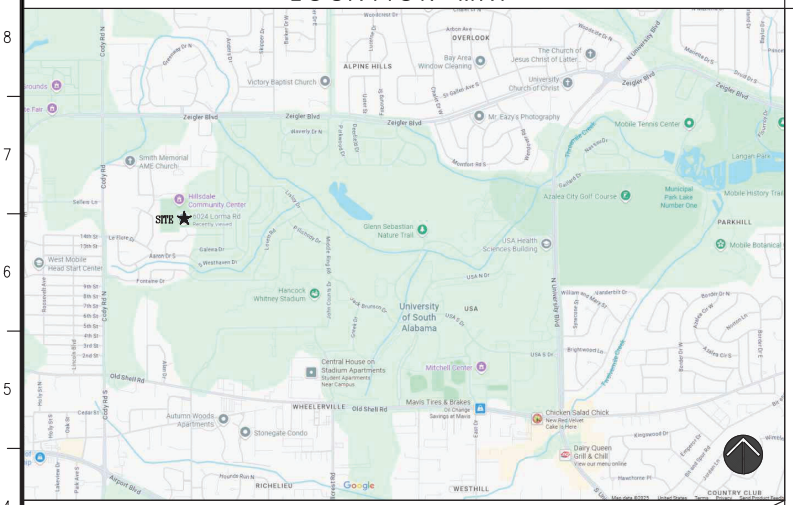
Item 1. GAF Specification “CSTG TFATI60…Rev”
Item 2. GAF Specification “CSTG TFATI60…Rev2”
Item 3. APEC – PBR_properties

END OF ADDENDUM NO. 2

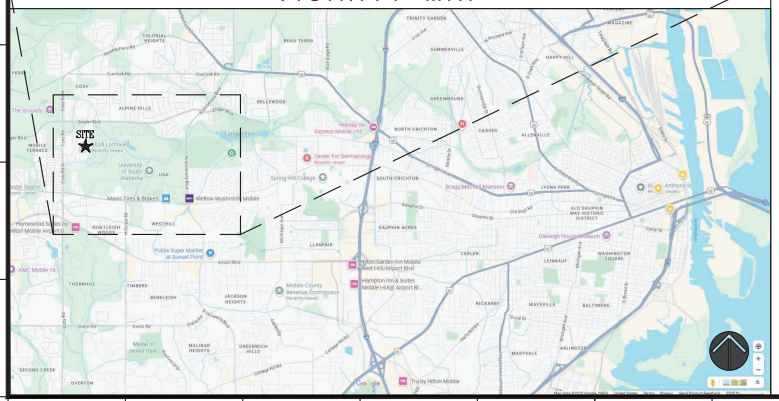
CITY OF MOBILE
PROJECT # PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT

6024 LORMA ROAD , MOBILE, ALABAMA 36608

LOCATION MAP



VICINITY MAP



GENERAL PROJECT NOTES

1. THE CONTRACT DOCUMENTS CONSIST OF THIS SET OF DRAWINGS, ADDENDA, CONSTRUCTION CHANGE DIRECTIVES, CHANGE ORDERS, THE CONTRACT BETWEEN THE OWNER AND CONTRACTOR, CONDITIONS OF THE CONTRACT, INTERIOR DESIGN DOCUMENTS, GEOTECHNICAL REPORT AND ANY OTHER INFORMATION WRITTEN AND MUTUALLY AGREED UPON BETWEEN THE OWNER AND CONTRACTOR AND RELEVANT TO THIS PROJECT SCOPE.
2. THESE DRAWINGS ARE COMPLEMENTARY AND INTERRELATED; WORK OF ANY INDIVIDUAL TRADE IS NOT CONFINED TO SPECIFIC DOCUMENTS, CHAPTERS OR LOCATIONS.
3. THE CONTRACTOR SHALL COMPLY WITH ALL CODES AND ORDINANCES IN EFFECT AT THE TIME THE PERMIT IS ISSUED.
4. IF DISCREPANCIES OR INCONSISTENCIES IN THE DOCUMENTS ARE DISCOVERED, THE CONTRACTOR IS TO NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING.
5. CONSTRUCTION TECHNIQUES, PROCEDURES, SEQUENCING AND SCHEDULING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL PENETRATIONS IN RATED CONSTRUCTION ARE TO BE SEALED WITH APPROPRIATE MATERIALS AS INDICATED BY THESE DOCUMENTS OR OTHERWISE REQUIRED BY INSPECTORS OR APPLICABLE CODES AND ORDINANCES.
7. DO NOT SCALE DRAWINGS; USE DIMENSIONS ONLY. ALL DIMENSIONS MUST BE VERIFIED ON THE JOB AND THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
8. IT IS THE INTENT OF THE DOCUMENTS TO PROVIDE A COMPLETELY WATERPROOF BUILDING ENVELOPE. REPORT TO ARCHITECT ANY CONDITION THAT WOULD PREVENT THIS IMMEDIATELY.
9. COORDINATE LOCATIONS AND/OR ELEVATIONS OF VENTS, REGISTERS, GRILLES, LOUVERS, DUCTS, UNIT HEATERS, PANELS, ETC. WITH MECHANICAL AND ELECTRICAL CONTRACTORS AND ARCHITECTURAL DRAWINGS.
10. THERE SHALL BE NO BACK-TO-BACK ELECTRICAL, TELEPHONE, OR OTHER OUTLETS.
11. ALL BLOCKING IN CONTACT W/ CONCRETE OR CMU TO BE FIRE RETARDANT PRESSURE TREATED. ALTERNATE BLOCKING USE MINIMUM OF 16 GAUGE X 8" MATERIAL SHALL BE USED WITH METAL FASTENERS.
12. WHERE A DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY TO ALL LIKE OR SIMILAR CONDITIONS, EVEN THOUGH NOT SPECIFICALLY MARKED ON THE DRAWINGS.
13. THE CONTRACTOR SHALL FOLLOW MANUFACTURER'S INSTRUCTIONS, DETAILS & SPECIFICATIONS FOR ALL CONSTRUCTION MATERIALS, SYSTEMS & WARRANTIES.
14. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, IDENTIFYING & COORDINATING EXISTING UTILITIES PRIOR TO ANY WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE & BECOMING FAMILIAR WITH THE WORK SCOPE. ANY QUESTIONS OR CONFLICTS ARE TO BE ADDRESSED TO THE ARCHITECT PRIOR TO THE START OF ANY WORK. ALL WORK METHODOLOGY & SEQUENCING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
16. THESE CONSTRUCTION DOCUMENTS COMPLY WITH THE 2021 IBC AS REQUIRED.
17. ALL NOTES, ABBREVIATIONS, MATERIALS AND SYMBOLS IN LEGENDS MAY OR MAY NOT BE USED.
18. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE PROJECT MANUAL AND ADDRESS BID ALTERNATES AND UNIT COSTS AS SPECIFIED.

DRAWING INDEX

	SHEET NAME	REV	DATE
T1.1	TITLE SHEET	01	09.15.25
BCS1	BUILDING CODE SUMMARY	--	09.03.25
AS1	ARCHITECTURAL SITE PLAN – SCOPE OF WORK	--	09.03.25
D1.1	SENIOR CENTER – DEMOLITION ROOF PLAN & DETAILS	--	09.03.25
D2.1	ALTERNATES #1 & #2: DEMOLITION ROOF PLANS	01	09.15.25
A1.1	SENIOR CENTER – NEW ROOF PLAN & DETAILS	--	09.03.25
A2.1	ALTERNATES #1 & #2: NEW ROOF PLANS	01	09.15.25

PROJECT TEAM

PROPERTY OWNER
CITY OF MOBILE
PARKS
4901 ZEIGLER BLVD
MOBILE, AL 36608
CONTACT: ELIZABETH "BETH" MILLER
(251) 208-7627 OFFICE
(251) 406-2678 CELL
elizabeth.miller@cityofmobile.org

ARCHITECT
MAURIN ARCHITECTURE, P.C.
601 ST. ANTHONY STREET
MOBILE, AL 36603
CONTACT: KARRIE MAURIN, RA
(251) 690-7460 OFFICE
(850) 221-0670 CELL
karrie@maurinarch.com

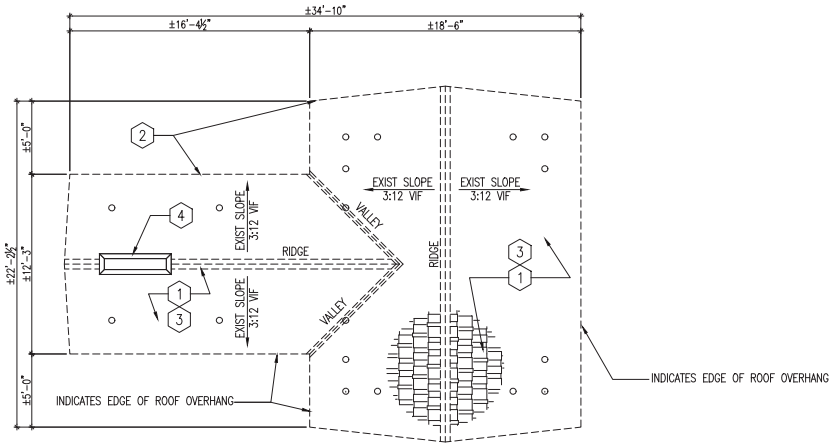
MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251 690 7460 INFO@MAURINARCH.COM

CITY OF MOBILE - PROJECT #PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT
6024 LORMA ROAD
MOBILE, ALABAMA 36608

STATE OF ALABAMA
KARRIE K. MAURIN
7646
MAURINARCHITECTURE
SEAL
09/03/25
REGISTERED ARCHITECT

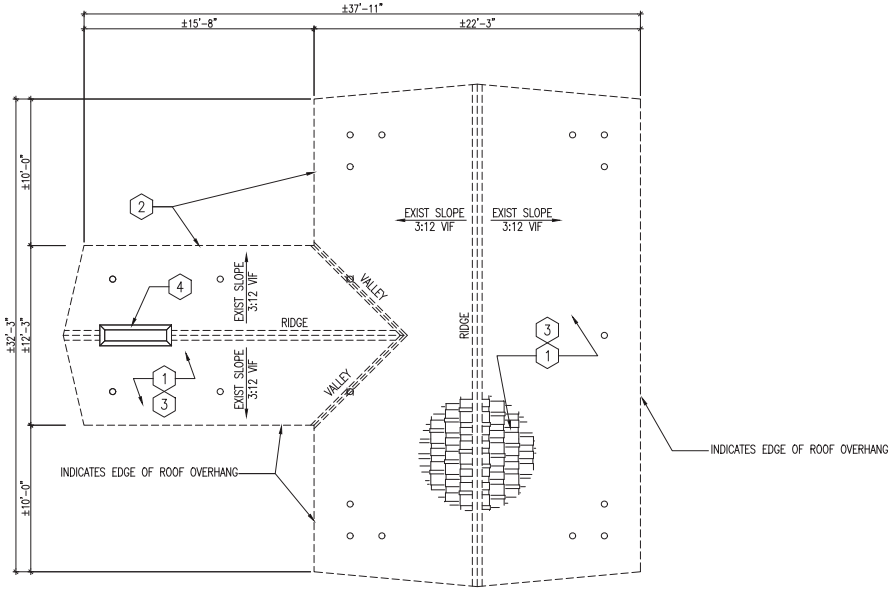
09.03.2025
PROJECT 2523
ADDENDUM 02 09.15.25

T1.1
TITLE SHEET



2 ROOF PLAN (ALT #2 - PAVILION #2): DEMOLITION

SCALE: 1/4"=1'-0" ALTERNATE #2



1 ROOF PLAN (ALT #1 - PAVILION #1): DEMOLITION

SCALE: 1/4"=1'-0" ALTERNATE #1

DEMOLITION KEY NOTES

1. REMOVE EXISTING ASPHALT SHINGLE ROOF COMPLETE TO THE EXISTING ROOF DECK PER SECTION 024126
2. REMOVE EXISTING WOOD SOFFIT FASCIA BOARDS COMPLETE AND PREPARE EXISTING EAVE RAFTERS FOR NEW SOFFIT FASCIA SEE SECTION 024126 SELECTIVE ROOF DEMOLITION
3. DOCUMENT AND REMOVE FOR REPLACEMENT ANY EXISTING WOOD DECK AS REQUIRED, SEE SECTION 01220 UNIT COST
4. EXISTING METAL CHIMNEY FLUE TO REMAIN – PROTECT DURING ROOF DEMOLITION

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251.692.7469 INFO@MAURINARCH.COM

CITY OF MOBILE - PROJECT #PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT
6024 LORMA ROAD
MOBILE, ALABAMA 36608

STATE OF ALABAMA
JAIMIE K. MAURIN
7646
MAURINARCHITECTURE
SEAL
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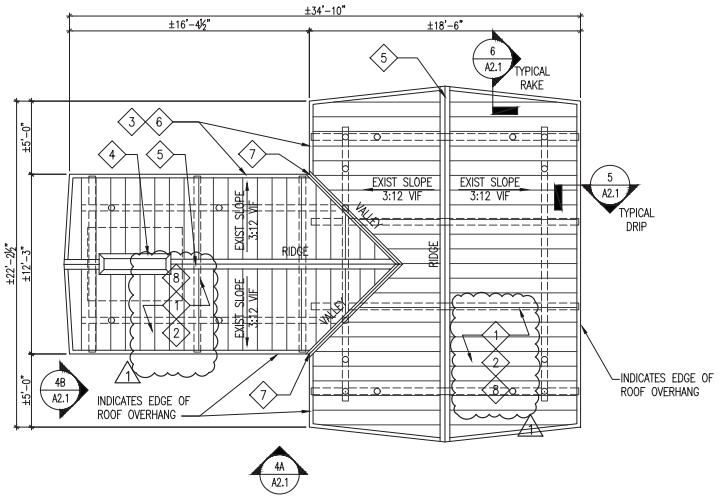
09.03.2025
PROJECT 2523
ADDENDUM 02 09.15.25

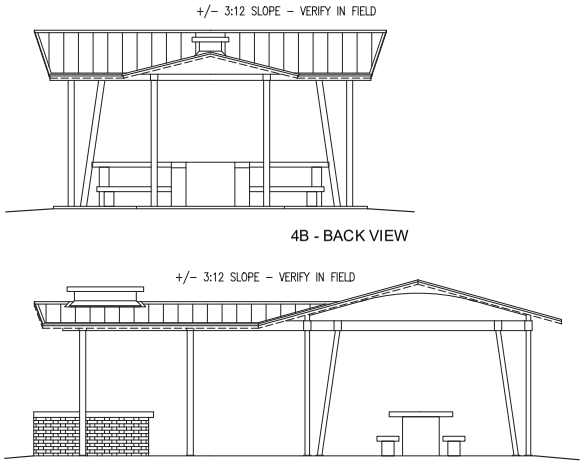
D2.1

ALTERNATE #1 & #2 - PAVILIONS #1 & #2: DEMOLITION ROOF



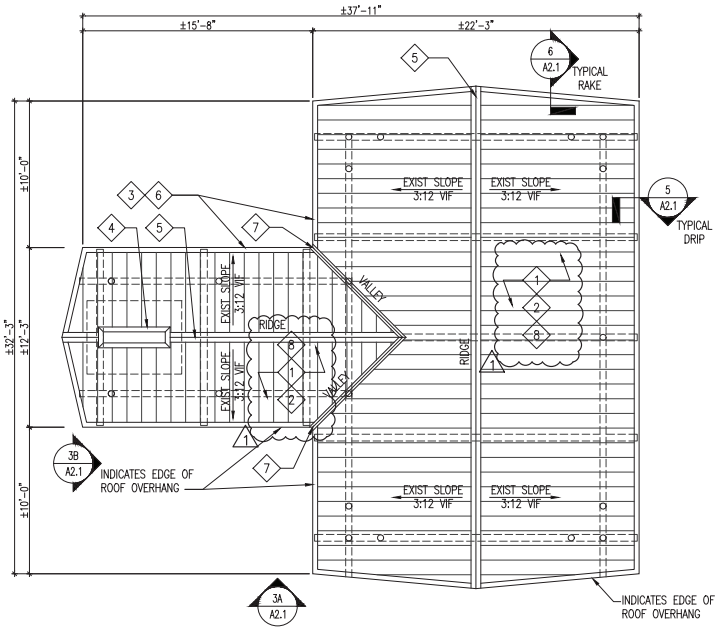
2 ROOF PLAN (ALT #2 - PAVILION #2): NEW

SCALE: 1/4"=1'-0" ALTERNATE #2



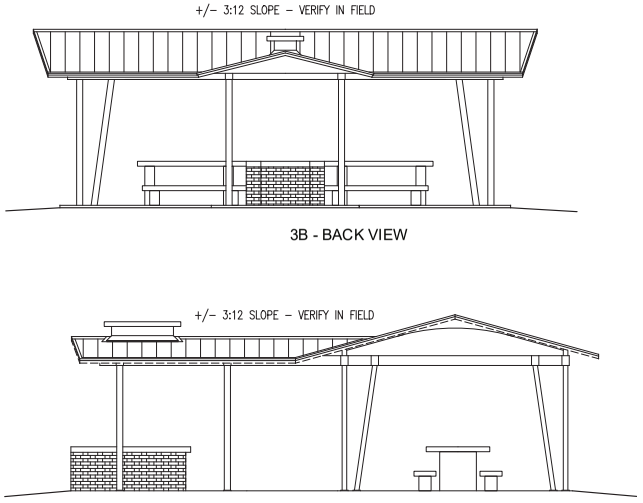
4 ELEVATIONS (ALT #2 - PAV #2): NEW

SCALE: 1/4"=1'-0" ALTERNATE #1



1 ROOF PLAN (ALT #1 - PAVILION #1): NEW

SCALE: 1/4"=1'-0" ALTERNATE #1

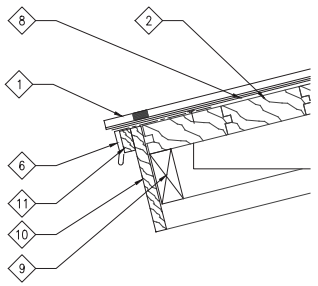


3 ELEVATIONS (ALT #1 - PAV #1): NEW

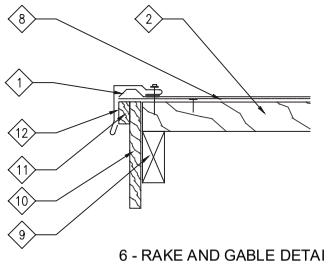
SCALE: 1/4"=1'-0" ALTERNATE #1

NEW WORK KEYNOTES

1. METAL ROOF: 24 GA. PBR METAL PANEL WITH KYNAR FINISH AND EXPOSED FASTENER AS PER SECTION 074113 FORMED METAL ROOF PANELS
2. EXISTING 2X WOOD ROOF DECK EXISTING TO REMAIN, DOCUMENT, REPAIR AND REPLACE DECK BOARDS AS REQUIRED. SEE SECTION 01220 UNIT PRICES
3. REPLACE PT WOOD FASCIA BOARDS PER DETAILS, MITER ALL CORNER CONNECTIONS, PRIME AND PAINT TO MATCH EXISTING COLOR.
4. INSTALL FLASHING AROUND EXISTING CHIMNEY FLUE TO REMAIN PER ROOF MANF. AND SECTION 074113 FORMED METAL ROOF PANELS
5. INSTALL RIDGE CAP PER ROOF MANF. AND PER SECTION 074113 FORMED METAL ROOF PANELS
6. INSTALL DRIP EDGE FLASHING PER ROOF MANF. AND PER SECTION 074113 FORMED METAL ROOF PANELS
7. SIZE AND INSTALL VALLEY FLASHING PER ROOF MANF. RECOMMENDATION AND PER SECTION 074113 FORMED METAL ROOF PANELS
8. INSTALL SBS MODIFIED SELF-ADHERING ICE AND WATER SHIELD MEMBRANE WITH NON-WOVEN FIBERGLASS MAT TO EXISTING 2X WOOD DECK. PRODUCT BASIS OF DESIGN: MSA "HT SMOOTH - HIGH TEMP SMOOTH POLY SURFACE"
9. PT 2X4 CONTINUOUS PT NAILER, MITER ALL CORNER JOINTS, PRIME AND PAINT PER SPECIFICATION. COLOR TO MATCH EXISTING PAINT.
10. PT 1X8 CONTINUOUS PT FASCIA BOARD, MITER ALL CORNER JOINTS, PRIME AND PAINT PER SPECIFICATION. COLOR TO MATCH EXISTING PAINT.
11. PT 1X2 CONTINUOUS PT DRIP BOARD, MITER ALL CORNER JOINTS, PRIME AND PAINT PER SPECIFICATION. COLOR TO MATCH EXISTING PAINT.
12. INSTALL RAKE EDGE FLASHING PER ROOF MANF. AND PER SECTION 074113 FORMED METAL ROOF PANELS



5 - DRIP EDGE DETAIL



6 - RAKE AND GABLE DETAIL

SIZE AND INSTALL ALL FLASHING (EAVE, VALLEY, VTR, CHIMNEY, ETC) PER MANUFACTURER RECOMMENDED DESIGN
ARCHITECT TO REVIEW MANF. SHOP DRAWINGS PRIOR TO INSTALLATION

MAURIN ARCHITECTURE P.C.
601 ST. ANTHONY STREET MOBILE ALABAMA 36603
251.692.7460 INFO@MAURINARCH.COM

CITY OF MOBILE - PROJECT #PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT
6024 LORMA ROAD
MOBILE, ALABAMA 36608

STATE OF ALABAMA
KAMIE K. MAURIN
7646
MAURINARCHITECTURE
SEAL
09/03/25
REGISTERED ARCHITECT

09.03.2025
PROJECT 2523
1 ADDENDUM 02 09.15.25

A2.1

ALTERNATE #1 & #2 - PAVILIONS #1 & #2: NEW ROOF

Option B:
Hybrid TPO - fasteners thru base layer polyiso board into wood deck and glue down top layer and cover board polyiso.

Hillsdale Re-Roof, 6024 Lorma Rd, Mobile, AL 36608
SPECIFICATION: TFATI60

COMPONENT	*TYPE*	*REQUIRED*	*ATTACHMENT*	*RATE OF APPLICATION*
DECK	**Wood Plank**	1.0"	Per Code	N/A
INSULATION 1	**EnergyGuard™ Polyiso Insulation**, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 2.0", 4' x 8' LTTR: 11.4	1 layer	Fastened with: Drill-Tec™ #14 Fastener Drill-Tec™ 3" Standard Steel Plate	Field: 12 fasteners per 4' x 8' board Perimeter: 18 fasteners per 4' x 8' board Corner: 24 fasteners per 4' x 8' board
INSULATION 2	**EnergyGuard™ Tapered Polyiso Insulation**, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 4' x 4'	Tapered, per plans - see note below	Adhered with: OlyBond500 Canisters™	Field: 0.75”- 1" ribbons 12” o.c. Perimeter: 0.75”- 1" ribbons 6” o.c. Corners: 0.75”- 1" ribbons 6” o.c.
INSULATION 3	**Securock® Gypsum Fiber Roof Board**, 1800 psi ASTM C1278 Size: 1/4", 4' x 4' LTTR: 0.2 **Total LTTR:** 11.6	1 layer	Adhered with: OlyBond500 Canisters™	Field: 0.75”- 1" ribbons 12” o.c. Perimeter: 0.75”- 1" ribbons 6” o.c. Corners: 0.75”- 1" ribbons 6” o.c.
SINGLE PLY MEMBRANE	**EverGuard® TPO** 60 mil White ASTM D6878 Size: 10ft SRI: 94	1 ply	EverGuard™ TPO Quick Spray Adhesive	Applied at a total rate of 10 squares (1,000 sq. ft.) per canister equally to both the substrate and the underside of the membrane. Coverage rates may vary depending on the porosity of the substrate.
FLASHING MEMBRANE	**EverGuard® TPO** 60 mil White ASTM D6878 SRI: 94	1 ply	EverGuard™ TPO Quick Spray Adhesive	Applied at a total rate of 10 squares (1,000 sq. ft.) per canister equally to both the substrate and the underside of the membrane. A layer of HD Iso, Dens Deck Prime or Securock Gypsum Fiber may be attached to the wall prior to installing flashing membrane if required.
GUARANTEE	**EverGuard® Diamond Pledge™ NDL Roof Guarantee**	20 year		Guarantee fee applicable

Applicable Codes and Testing Information				
Agency	*VALUE*	*REPORT #*	*PAGE #*	*SYSTEM #*
GAF	90 psf			

Requirements above are subject to change. Always review the appropriate Application & Specification Manual to confirm that the requirements provided above are current, and to obtain additional information that is important for a successful installation. This Cut Spec specification shall not waive, supersede or alter the requirements and recommendations found in the most current Application & Specification Manual(s), printed technical bulletins or specific correspondence drafted for this project by Field Services, Design Services, or Technical Services Manager. Application & Specification Manuals and specimen copies of guarantee/warranty documents are available at www.gaf.com. Note: Your Field Services or Technical Services Managers are the only employees who can approve any deviation from GAF's published specification manual(s).

Each roof has unique requirements. This specification is a representation of products and their installation. To properly assess specific roofing needs, code compliance, system configurations, and warranty eligibility, contact Design Services. The above listed roofing system is based on GAF guarantee requirements and is not intended to modify, negate or alter any requirements specified by the design professional or others. Fastener pullout testing should be performed to ensure acceptable attachment into substrate. Adhesion testing is required prior to guarantee registration to ensure foam adhesive will bond to a given substrate. Any wet or damaged existing decking must be removed and replaced prior to re-roofing.

This system shall be installed by a GAF GoldElite™ Commercial Contractor or GAF PlatinumElite™ Commercial Contractor.

All GAF and EverGuard™ accessories shall be used where applicable.

Average R-value for tapered insulation system varies, and total R-value listed above does not include tapered insulation. See tapered plans for minimum thickness required and average R-value for this project.

Hillsdale Re-Roof, 6024 Lorma Rd, Mobile, AL 36608
SPECIFICATION: TFATI60

COMPONENT	*TYPE*	*REQUIRED*	*ATTACHMENT*	*RATE OF APPLICATION*
DECK	**Plywood**	15/32"	Per Code	N/A
INSULATION 1	**EnergyGuard™ Polyiso Insulation**, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 1.0", 4' x 4' LTTR: 5.7	1 layer	Adhered with: OlyBond500 Canisters™	Field: 0.75”- 1" ribbons 12” o.c. Perimeter: 0.75”- 1" ribbons 6” o.c. Corners: 0.75”- 1" ribbons 6” o.c. *Adhesion test is required.
INSULATION 2	**EnergyGuard™ Tapered Polyiso Insulation**, 20 psi ASTM C1289 Type II, Class 1, Grade 2 Size: 4' x 4'	Tapered, per plans - see note below	Adhered with: OlyBond500 Canisters™	Field: 0.75”- 1" ribbons 12” o.c. Perimeter: 0.75”- 1" ribbons 6” o.c. Corners: 0.75”- 1" ribbons 6” o.c.
INSULATION 3	**EnergyGuard™ HD Polyiso Cover Board**, 80 psi ASTM C1289 Type II, Class 4, Grade 1 Size: 1/2", 4' x 4' LTTR: 2.5 **Total LTTR:** 8.2	1 layer	Adhered with: OlyBond500 Canisters™	Field: 0.75”- 1" ribbons 12” o.c. Perimeter: 0.75”- 1" ribbons 6” o.c. Corners: 0.75”- 1" ribbons 6” o.c.
SINGLE PLY MEMBRANE	**EverGuard® TPO** 60 mil White ASTM D6878 Size: 10ft SRI: 94	1 ply	EverGuard™ TPO Quick Spray Adhesive	Applied at a total rate of 10 squares (1,000 sq. ft.) per canister equally to both the substrate and the underside of the membrane. Coverage rates may vary depending on the porosity of the substrate.
FLASHING MEMBRANE	**EverGuard® TPO** 60 mil White ASTM D6878 SRI: 94	1 ply	EverGuard™ TPO Quick Spray Adhesive	Applied at a total rate of 10 squares (1,000 sq. ft.) per canister equally to both the substrate and the underside of the membrane. A layer of HD Iso, Dens Deck Prime or Securock Gypsum Fiber may be attached to the wall prior to installing flashing membrane if required.
GUARANTEE	**EverGuard® Diamond Pledge™ NDL Roof Guarantee**	20 year		Guarantee fee applicable

Applicable Codes and Testing Information				
Agency	*VALUE*	*REPORT #*	*PAGE #*	*SYSTEM #*
GAF	135 psf			

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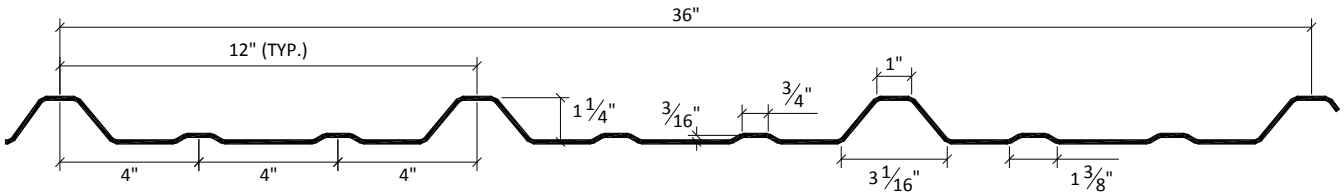
This system shall be installed by a GAF GoldElite™ Commercial Contractor or GAF PlatinumElite™ Commercial Contractor.

All GAF and EverGuard™ accessories shall be used where applicable.

Average R-value for tapered insulation system varies, and total R-value listed above does not include tapered insulation. See tapered plans for minimum thickness required and average R-value for this project.

Allsouth Pre-Engineered Components
985 Technology Drive
Dothan, Alabama 36303
Phone (334) 699-8394
Fax (334) 699-8395

PBR PANEL



SECTION PROPERTIES								
			NEGATIVE BENDING			POSITIVE BENDING		
PANEL GAUGE	Fy (KSI)	WEIGHT (PSF)	Ixe (IN.4/FT.)	Sxe (IN.3/FT.)	Maxo (KIP-IN./FT.)	Ixe (IN.4/FT.)	Sxe (IN.3/FT.)	Maxo (KIP-IN./FT.)
29	60 *	0.73	0.0260	0.0386	1.3880	0.0313	0.0312	1.1228
26	60 *	0.95	0.0360	0.0512	1.8404	0.0477	0.0491	1.6612
24	50	1.18	0.0483	0.0649	1.9428	0.0647	0.0678	2.0300
22	50	1.49	0.0633	0.0825	2.4720	0.0833	0.0887	2.6560

*Fy is 80-ksi material reduced to 60-ksi in accordance with the 2007 edition of the *North American Specification for the Design of Cold-Formed Steel Structural Members* – A2.3.2.

NOTES:

1. All calculations for the properties of PBR panels are calculated with the 2007 edition of the *North American Specification for the Design of Cold-Formed Steel Structural Members*.
2. All values are for one foot of panel width.
3. Ixe is for deflection determination.
4. Sxe is for bending.
5. Maxo is allowable bending Moment.
6. Positive Bending refers to compression above the x-axis, i.e. top of panel in compression.
7. Negative Bending refers to compression below the x-axis, i.e. bottom of panel in compression.
8. Panel weight is based on panel coverage width.
9. Panel gauge refers to the design and minimum delivered uncoated thicknesses noted in table below.

PANEL GAUGE	DESIGN THICKNESS	MIN. DELIVERED THICKNESS
29	0.0149	0.0142
26	0.0195	0.0185
24	0.0242	0.0230
22	0.0305	0.0290

The Engineering data contained herein is for the express use of customers and design professionals. Along with this data, it is recommended that the design professional have a copy of the most current version of the *North American Specification for the Design of Cold-Formed Steel Structural Members* published by the American Iron and Steel Institute to facilitate design. This Specification contains the design criteria for cold-formed steel components. Along with the Specification, the designer should reference the most current building code applicable to the project jobsite in order to determine environmental loads. If further information or guidance regarding cold-formed design practices is desired, please contact the manufacturer.

Product Data Sheet

HT SMOOTH

High-Temperature Smooth Poly Surface

QUIK-STICK HT SMOOTH is an SBS modified seld-adhering membrane reinforced with non-woven fiberglass mat for extra strength and durability. HT Smooth's non-abrasive surface is excellent for use in tile and metal roof applications.

For use on decks 2:12 and greater.

Benefits:

- Offers a skid resistant, polyester working surface
- Silicone-treated, split-back, release film allows for easy installation an handling.
- Softening point is a minimum of 250˚F
- May be installed directly to concrete, plywood, wood composition board and gypsum
- Self sealing around mechanical fasteners
- May be used in new construction or re-roofing
- Provides protection for critical areas such as rakes, eves, valleys, flashings, hips, ridges, dormers, ad skylights
- Up to 180 day exposure prior to application of finished roof
- Florida Approval (FL # 17401)
- Miami-Dade County Approved

Specifications:

Reference ASTM	1970
Thickness, min	60mils
Maximum Load, min	80 MD | 40 CD
Elongation at Break, min	30%
Adhesion to Plywood @ 77˚F min	30.0lbs/ft
Thermal Stability, max	0.05
Flexibility Temp., @ -20˚F min	pass
Sealabilty around nail	pass
Waterproof Integrity after low temp. Flex	pass
Waterproof Integrity of lap Seam	pass
Slip Resistance	pass

Roll Breakdown

Roll Dimensions 2 SQ	36” x 66.8’
Square Feet 2 SQ	200
Rolls per pallet 2 SQ	25
Roll Weight 2 SQ	70lbs ± 2lbs
Roll Diameter	8.5 in.

Updated Plans and Specs from the Architect

SECTION 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: power, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:
Base Bid: The Work includes tear off and replace the built-up roof membrane across the entire roof. This work will include the following activities:

1) Remove and dispose of the existing built-up roof membrane, and inspect the existing deck. Remove and replace any wet or otherwise unsuitable deck. Carefully document the total square footage of roof deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see

SECTION 01220: UNIT PRICES).

1) Prepare existing wood deck for new roof installation. Install 1/2in plywood sheathing over existing 2x wood deck boards, continuous and per SECTION 075423: THERMOPLASTIC-POLYOLEFIN ROOFING (TPO).

2) Follow instructions for roof assembly installation as described in SECTION 075423: THERMOPLASTIC-POLYOLEFIN ROOFING (TPO).

3) INSULATION: Adhered Base and Upper layers of insulation board over substrate. Reduce thickness of insulation around roof drains and overflow scuppers to facilitate drainage of the roof surface.

4) COVER BOARD: Adhered cover board specifically designed and sized for specified roof insulation to specified deck.

5) MEMBRANE: Fully adhere a new 60-mil TPO roof smooth membrane to the cover board, using low-rise adhesive per specification.

D. Contract Description: Stipulated sum.

E. Equipment required for the project shall be submitted to the engineer for approval within fifteen (15) calendar days of Notice to Proceed. After the approved submittals are returned, the equipment shall be ordered within ten (10) days of approval. Work shall be completed within fifteen (15) calendar days from the date of equipment delivery. Substitutions on named equipment shall be considered pre-bid only.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate building and work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application. Submit DBE Utilization Form with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals at least every week while work on site is proceeding.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit electronic submittals to the Project Manager. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when

more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide his own temporary facilities. Use of facility facilities is not possible.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a

daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified: **Equal alternate products to be approved by Owner as PRE-BID Substitutions. Submit product data as required in SUBSTITUTIONS.**

1.34 SUBSTITUTIONS

A. **Architect/Engineer will consider requests for Substitutions only Pre-Bid. Submit requests by September 5, 2025 by 3:00pm via e-mail to Project Manager elizabeth.miller@cityofmobile.org.**

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents. Comply with procedures and documentation as per Section 01635 Substitutions.

C. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer’s Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of two (2) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner’s representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 02 41 26

SELECTIVE ROOF DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal. The adjacent buildings are occupied and it will be necessary to maintain access to adjacent buildings.

B. Types of Demolition Work include, but are not limited to the following items:
   1. Removal of existing roofing material, felts, flashings, fasteners and fascia board as indicated on Drawings and as required to accommodate new roof assembly per manufacturer specifications.

1.02 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site.

B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed.

1.03 PRE-INSTALLATION MEETINGS

A. Pre-roofing Conference: Conduct conference at Project site.

1.04 INFORMATIONAL SUBMITTALS

A. Pre-demolition Photographs or Video: Submit to Architect before Work begins.

1.05 FIELD CONDITIONS

A. Owner will occupy buildings immediately adjacent to selective roof demolition area. Conduct selective roof demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective roof demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify the Architect. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS

2.01 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective roof demolition required.

B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the Architect and Owner.

C. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs. .

3.02 PREPARATION

A. Site Access and Temporary Controls: Conduct selective roof demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.03 SELECTIVE ROOF DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Neatly remove existing roofing materials. Use methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed to minimize disturbance of adjacent surfaces.
   2. Do not begin demolition if inclement weather is interment.
   3. Do not remove more roofing that cannot be replaced on the same day. Protect interior of building from moisture /rain damage.
   4. Avoid marring existing finished surfaces that are to remain.
   5. Locate selective roof demolition equipment and remove debris and materials so as not to impose excessive loads on supporting framing.
   6. Dispose of demolished items and materials promptly.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective roof demolition

3.04 DISPOSAL OF DEMOLISHED ROOF MATERIALS

A. General: Remove demolished materials from Project site and legally dispose of them.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from roof by hoist or other device that will convey debris to grade level in a controlled descent.
   4. Use magnet or other safe means to remove nails and screws from ground surface.

B. Burning: Do not burn demolished materials.

3.05 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective roof demolition operations. Return adjacent areas to condition existing before selective roof demolition operations began.

END OF SECTION

SECTION 06 10 13

ROUGH CARPENTRY – ARCHITECTURAL

PART 1 - GENERAL

SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Wood blocking and nailers.
3. Wood furring and grounds.
4. Wood sleepers.

B. Related Sections:

1. Section 01 22 00 – Unit Prices.

ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Power-driven fasteners.

1.4 COORDINATION

A. Fit carpentry Work to other Work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other Work.

DELIVERY, STORAGE AND PROTECTION

A. Keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks. Protect installed carpentry work from damage by work of other trades until Owner's acceptance of the Work. Contractor shall comply with manufacturer’s required protection procedures.

PROJECT CONDITIONS

A. Installer must examine all parts of the supporting structure and the conditions under which the carpentry Work is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.

4. Wood framing members that are less than 18 inches above the ground in crawl spaces or unexcavated areas.
5. Wood floor plates that are installed over concrete slabs-on-grade

2.3 DIMENSION LUMBER FRAMING..

A. Non-Load-Bearing Interior Partitions: Standard, Stud, or No. 3 grade of any species.

B. Load Bearing Framing: Refer to Structural.

C. Other Framing: Construction or No. 2 grade and any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.
4. Grounds.
5. Utility shelving.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber of any species.

C. For utility shelving, provide lumber with 15 percent maximum moisture content of eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Standard or No. 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.

D. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.
2. Eastern softwoods, No. 3 Common grade; NELMA.
3. Northern species, No. 3 Common grade; NLGA.
4. Western woods, Standard or No. 3 Common grade; WCLIB or WWPA.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Screws for Fastening to Metal Framing: ASTM C 1002 length as recommended by screw manufacturer for material being fastened.

2.7 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Self-adhesive butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit.

B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Cut, join, and tightly fit framing around other Work. Do not splice structural members between supports unless otherwise indicated.

D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
3. ICC-ES evaluation report for fastener.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying o comply with EPA-registered label

. END OF SECTION

SECTION 07 41 13

FORMED METAL ROOF PANELS

ALTERNATE BID ITEMS #1 & #2

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and other Contract Documents, listed in the agreement between the Owner and Contractor, apply to this Section.

B. Section 01220 Unit Prices
Section 01230 Alternate Bid Items
Section 024126 Selective Roof Demolition
Section 061013 Rough Carpentry
Section 076200 Sheet Metal Flashing & Trim

1.2 SUMMARY

A. Section includes exposed-fastener, metal roof panels.

1.3 SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
2. Include color chart. Color to match the PBR roofing of the existing Pavilion near tennis courts and shall be selected by Architect prior to ordering.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.

C. Samples: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.
2. Include similar Samples of trim and accessories involving color selection.

D. Qualification Data: For Installer.

E. Product Test Reports: For each product, for tests performed by a qualified testing agency.

F. Field quality-control reports.

G. Sample Warranties: For special warranties.

H. Maintenance Data: For metal panels to include in maintenance manuals.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Installer of sheet metal roofing for a minimum of 10 years documented experience.

B. Panel Manufacturer: Minimum of 10 years experience in manufacturing architectural roof panels in a permanent stationary indoor facility. Provide facility information if requested.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Store panels in accordance with manufacturer’s recommendations.

D. Upon receipt of delivery of metal panel system, and prior to signing the delivery ticket, the installer is to examine each shipment for damage and for completion of the consignment.

1.6 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with Owner, Architect, Owner's roof consultant, additional testing and inspecting agency representative if applicable, roofing installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.

2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine existing roof conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.
9. Review access to roof by Contractor’s personnel.
10. Review location(s) for storage of materials and methodology for delivery of materials to the rooftop.
11. Review the requirements for demolition of the existing roof, see related specification for demolition.
12. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided with Separate Project for Interior Improvements.
13. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.8 WARRANTY

A. Material and Workmanship Warranty: Manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including rupturing, cracking, or puncturing.
b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: Two years from date of Substantial Completion.

B. Paint Finish Warranty from date of Substantial Completion.

1. 30 years for Kynar type finish.

C. Installer’s Warranty: Submit installer's warranty, signed by Installer, covering the Work of this Section, including all components of wall panels for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Refer to Manufacturer's product data for specific performance criteria.

1. 1HR / 2HR / 3HR firewall assemblies UL U646 / U642 / U643
2. ICC-ES ER-5468 Report
3. UL Class A Fire
4. UL 2218 Class 4 Hail
5. Perforating available
6. Mitred corners available

2.2 MANUFACTURER –

Basis of Design:

APEC

Dothan, AL

334-467-2009

Website: buildwithapec.com

2.3 EXPOSED-FASTENER, METAL ROOF PANELS

PBR, an exposed fastener panels that offers superior strength-to-weight ratio and spanning capabilities:

1. Galvalume Steel: AZ50 / AZ55Mar

a. Material Gauge: 24 ga Kynar
b. Exterior Finish: Shall match the finish of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's Kynar finishes.
c. Color: Shall match the color of the existing metal roof pavilion adjacent to the tennis courts and as selected by Architect from manufacturer's full range.

2. Rib Spacing: 1 2 " inches o.c. with 2 minor ribs between each
3. Panel Coverage: 36 inches.
4. Panel Height: 1-1/4" inches.

2.4 MATERIALS

A. Metallic-Coated and Painted Steel Sheet aluminum-zinc alloy-coated steel sheet(Galvalume) complying with ASTM A 792/A 792M, Class AZ50 coating designation; structural quality. Pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.

B. ASTM A 792A Class AZ55 Clear Acrylic Coated for Unpainted.

C. Aluminum Sheet: Coil-coated sheet, ASTM B 209, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

2.5 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Sub-framing and Furring: Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weather-tight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

E. Panel Sealants: Provide sealant types recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish.

1. Sealant Tape: Butyl Mastic
2. Joint Sealant: Butyl Mastic
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.6 FABRICATION

A. Provide panel profile, including major ribs for full length of panel.

B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
3. Conceal fasteners and expansion provisions where possible. Exposed

fasteners are not allowed on faces of accessories exposed to view.

4. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

    a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.7 FINISHES

A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Steel Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions. (STD 24-18 GA)
2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install sub-framing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 METAL PANEL INSTALLATION

A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weather-tight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
2. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.

1. Lap ribbed or fluted sheets one full rib or as shown in manufacturers recommendations . Apply panels and associated items true to line for neat and weather-tight enclosure.
2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or

panels. Install screws in predrilled holes.

5. Flash and seal panels with weather closures at perimeter of all openings.
6. Watertight Installation:

    a. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels and elsewhere as needed to make panels watertight.
    b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

E. Accessory Installation: Install accessories with positive anchorage to building and weather-tight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

F. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.4 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare inspection reports.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 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 Classic Paint & Body Inc for wreck repair damage to 2023 Pierce Enforcer pumper truck for MFRD.

Amount of Contract:
$22,477.26

Funding Source
General fund.

ATTACHMENTS:
1. 20251015 Classic Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 October 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 Classic Paint & Body Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Classic Paint & Body Inc for wreck repair damage to 2023 Pierce Enforcer pumper truck for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,477.26

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor 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, 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
2782	2026	(1510) FIRE ADMINISTRATION	WRECK REPAIRS TO 2023 PIERCE ENFORCER PUMPER FIRE TRUCK FOR MFRD (PRICE BELOW BID REQUIREMENT)	$22,477.26	(294881) CLASSIC PAINT & BODY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	Engine 6 / Asset 77043; Paint/Materials; TICKET #: 24947497	1.00 EACH	1365.00000	1365.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			1365.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	Engine 6 / Asset 77043; Hazardous Waste Disposal; TICKET #: 24947497	1.00 EACH	5.00000	5.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			5.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
CLASSIC PAINT & BODY INC
P O BOX 545

WILMER, AL 36587

Tel#251-649-3607
Fax 251-649-3602

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
003	Engine 6 / Asset 77043; Shop Materials; TICKET #: 24947497	1.00 EACH	160.00000	160.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			160.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	Engine 6 / Asset 77043; PARTS: Right Rear Door Handle; TICKET #: 24947497	1.00 EACH	430.43000	430.43
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			430.43

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	Engine 6 / Asset 77043; PARTS: Rear Cab Corner Outer SKIN; TICKET #: 24947497	1.00 EACH	2933.85000	2933.85
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			2933.85
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	Engine 6 / Asset 77043; PARTS: Step Well Diamond Plate; TICKET #:	1.00 EACH	282.88000	282.88

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	24947497			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			282.88
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	Engine 6 / Asset 77043; PARTS: SCUFF Plate; TICKET #: 24947497	1.00 EACH	179.88000	179.88
1	1000.30.15.1510.1510.1510.0000.0000.45050.			179.88
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor
CLASSIC PAINT & BODY INC
P O BOX 545

WILMER, AL 36587

Tel#251-649-3607
Fax 251-649-3602

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
008	Engine 6 / Asset 77043; PARTS: LOWER STEP; TICKET #: 24947497	1.00 EACH	514.38000	514.38
1	1000.30.15.1510.1510.1510.0000.0000.45050.			514.38

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

LN	Description / Account	Qty	Unit Price	Net Price
009	Engine 6 / Asset 77043; PARTS: RR Door Weatherstrip; TICKET #: 24947497	1.00 EACH	174.00000	174.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			174.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
010	Engine 6 / Asset 77043; PARTS: Scuff Plate Flange RH Rear ss; TICKET #: 24947497	1.00 EACH	305.23000	305.23
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			305.23
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011	Engine 6 / Asset 77043; PARTS: Reflective Stripes; TICKET #: 24947497	1.00 EACH	2030.30000	2030.30
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			2030.30

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012	Engine 6 / Asset 77043; PARTS: R Hose Tray; TICKET #: 24947497	1.00 EACH	2031.82000	2031.82
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2031.82
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013	Engine 6 / Asset 77043; PARTS: Tray To Pump Housing CLOSURE ANGLE; TICKET #: 24947497	1.00 EACH	120.33000	120.33

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			120.33
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014	Engine 6 / Asset 77043; PARTS: Under Tray Light; TICKET #: 24947497	1.00 EACH	430.27000	430.27
1	1000.30.15.1510.1510.1510.0000.0000.45050.			430.27
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
015	Engine 6 / Asset 77043; PARTS: Tailpipe Diffuser; TICKET #: 24947497	1.00 EACH	506.48000	506.48
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			506.48
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016	Engine 6 / Asset 77043; PARTS: Exhaust Hanger Bracket; TICKET #: 24947497	1.00 EACH	212.07000	212.07
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			212.07
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
017	Engine 6 / Asset 77043; PARTS: Exhaust Spring, Bolts and WASHERS; TICKET #: 24947497	1.00 EACH	12.84000	12.84
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			12.84
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
018	Engine 6 / Asset 77043; BODY LABOR ; TICKET #: 24947497	73.50 EACH	105.00000	7717.50
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			7717.50

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 11

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019	Engine 6 / Asset 77043; REFINISH LABOR ; TICKET #: 24947497	23.00 EACH	105.00000	2415.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2415.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
021	FREIGHT Additional Description Notes	1.00 EACH	650.00000	650.00

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 12

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	24947497 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			650.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 22477.26

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	22477.26	2934443.59
FIRE ADMINISTRATION EXP REPAIR PARTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/15/25	DONALD ROSE	Auto approved by: 910519540
Approved	10/15/25	SANDRA LEWIS	Auto approved by: 910519540
Approved	10/15/25	STEVEN KRONINGER	

Bill To	Requisition 00002782-00 FY 2026
ACCOUNTS PAYABLE	PO 26000509
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 13

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	CASSANDRA.WILLIAMS @CITYOFMOBILE.ORG
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/10/25	294881				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/15/25	SAMANTHA COOLEY		Auto approved by: 910519540	
	Approved	10/15/25	ANNE FOLEY		Auto approved by: 910519540	
	Approved	10/15/25	JOHN PAINE		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Kelsi Tippery, Grants Developer

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. RESOLUTION-AHC Transfer
2. Design Guidelines Updates - summary for Council Resolution Oct 2025
3. AHC Grant-Original Resolution and Agreement Amendment

REVIEWERS:
Kelsi Tippery
Kelsi Tippery
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $5,190.73 be transferred from Build Mobile Professional and Technical Account (10043040.42200) to grant project G-HIST023. These funds will be reallocated as a grant match for the Alabama Historical Commission grant.

Adopted:

_____
City Clerk

The Design Review Guidelines Updates project will make limited, but much needed, additions and revisions to the existing *Design Guidelines*. These updates will make the Guidelines more approachable and user-friendly for property owners, contractors, and design professionals. This will include updates to the list of allowable replacement materials to remain current with improvements in modern building materials and evolving guidance from the National Park Service. Finally, the updates will also seek to provide City staff and Architectural Review Board members with much needed clarification on which Guidelines are based on the Secretary of the Interior's Standards for the Treatment of Historic Properties and which are simply recommendations for best practices.

Grant information:

Requested in application (May 6, 2024):	
Grant amount	$18,000.00
Matching share	$12,000.00

Approved amounts (May 7, 2024):	
Grant amount	$14,231.10
Matching share	$9,487.30

Total Project Cost	$28,909.23
Additional Funds Required	$5,190.73

31-399 **2024**

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive historic preservation grant funding from the U.S. Department of Interior through the Alabama Historical Commission in the amount of $18,000.00 in support of their Historic Sites Grant. There is a match requirement of $12,000.00 bringing the total project cost to $30,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Interior or the Alabama Historical Commission. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council commits to a local cash match in the amount of $12,000.00.

Adopted: MAY 07 2024

City Clerk

COST PROPOSAL ADDENDUM

The following cost proposal is revised as of October 8, 2024 from Chronicle Heritage's original Mobile Design Review Guidelines as submitted on September 27, 2024.

The updated cost proposal includes additional funding for the production of "quick-guide" tri-fold brochures for citizen reference to be designed by the Chronicle Heritage team and supplied to the City of Mobile with all other deliverables in the form of .pdf files at the close of the project. This additional line item is included below as the final entry in our updated cost proposal.

TASK	COST
Team Kickoff Meeting and Planning Sessions	$211.00
Background Research	$603.00
Fieldwork	
Analysis and Review of Existing Guidelines	$1,624.00
Meeting Preparation and Agenda Composition	$2,200.00
Community Meetings	$6,231.40
Preparation of Meeting Minutes	$1,014.00
Fieldwork Total	$11,069.00
Reporting	
Analysis of Input for Guidelines	$2,436.00
Analysis of New and Emerging Technologies in Building Materials	$685.00
Composition Updates	$6,120.00
Formatting and Graphic Design	$310.60
Incorporation of Client Revisions	$550.80
Final Draft Printing and Delivery	$130.00
Reporting Total	$10,239.60
Reference Brochures	
Composition and Design of Tri-Fold Reference Brochures for Citizens on Six Topics: Windows, New Accessory Structures, Fences and Walls, Roofing/Roofs, Foundations, and Porches	$10,000
GRAND TOTAL	**$32,121.40**

APPROVAL & SUMMARY FOR GRANT CONTRACTS
AGENDA NOT REQUIRED

PROJECT TITLE: Design Guidelines Revision/Phase 2

FUNDING SOURCE NAME & AWARD NUMBER: Dept of Interior through Alabama Historical Commission

CFDA/CSFA NUMBER: 15.904

NAME OF APPLICANT OR DEPARTMENT: Christine Dawson/Historic Development

PROJECT DESCRIPTION/SUMMARY: This amendment adds $5831.10 to the original grant amount of $8400 for a total of $14,231.10. The original scope of work changed from Church Street Graveyard Assessment to Design Guidelines Revision, Phase 2.

PROJECT PERIOD: Through 09/30/2025

AWARD AMOUNT: $14,231.10

CITY MATCH (If Required – Cash or In-Kind): 9,487.40

IF CASH MATCH, ACCOUNT MATCH CODE: Grants Match Account

IF APPROVED BY COUNCIL – MEETING DATE & RESOLUTION: May 7, 2024 31-399

SUBRECEIPIENTS/CONTRACTORS: Firm unknown at this time

Prepared by: Tiffany J. Levy **Date** 06/10/2024

REVIEWED AND APPROVED BY:

Laura Angle
06/10/2024 04:50:PM
laura.angle@cityofmobile.org

Randy Threadgill
06/11/2024 07:10:AM
randy.threadgill@cityofmobile.org

Geoffrey Alexander
06/11/2024 12:13:PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
06/11/2024
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

AMENDMENT #1

FEDERAL SUBGRANT AGREEMENT
UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Program Title: Historic Preservation Fund Grants-in-aid
CFDA Number 15.904
Alabama Historical Commission
{Code of Alabama 1975 Section 41-9-249. (3) & (12)}

This amendment adds $5831.10 to the original grant amount of $8400 to total $14,231.10. The scope of work changed from Church Street Graveyard Assessment to Design Guidelines Revision, Phase 2.

This amended grant agreement is entered into by and between
City of Mobile
(herein called the Grantee) and the Alabama Historical Commission. The Grantee has provided information for this grant agreement in its project application titled
Design Guidelines Revision / Phase 2
According to the terms and conditions set forth herein, the Alabama Historical Commission expects to pay to the Grantee the total amount not to exceed
$14,231.10
from the grantor - United States Department of the Interior.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. AMOUNT OF AGREEMENT. The Alabama Historical Commission agrees to provide $14,231.10 to match the Grantee contributions of $9487.40 of the total project costs of $23,718.50. If project cost is reduced, then grant monies and matching share may both be proportionally reduced.

Cost for the project will be financed, when eligible for federal participation, not to exceed a maximum sum of $14,231.10 in federal funds. Payment to Grantee shall not exceed $14,231.10.

It is expressly understood that federal funds for this project will be provided from the federal Historic Preservation Fund of the Department of Interior, National Park Service, and that the Alabama Historical Commission will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the Grantee prior to accomplishment of the work for which reimbursement is requested.

2. AUDIT REQUIREMENTS. All funds reimbursed under this agreement are U. S. Department of Interior funds and shall be accounted for by the Grantee and reported in its 2 CFR Part 200 Audit Report as follows:
Federal Grantor: U. S. Department of Interior
Program Title: Historic Preservation Grants-in-aid
Federal CFDA Number: 15.904
Pass-through Grantor: Alabama Historical Commission
Federal Pass-through Grant Number: AL-23-10023
Project Funding Period: 06/04/2024 - 9/30/2025

Total Grant Award: $14,231.10

The Grantee shall comply with the **2 CFR Part 200 Subpart F, Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).** If a Federal Compliance Audit in accordance with 2 CFR Part 200, revised or applicable supplement, is performed for the Grantee, a copy of the audit report shall be provided to the Alabama Historical Commission by the Grantee, thirty days after its issuance, for the period which contains this grant agreement.

Delivery of the audit report shall be made directly to:

Chad Stinson, Grants Manager
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 230-2680 / Chad.Stinson@ahc.alabama.gov

If requested by The Alabama Historical Commission, the Grantee shall provide the following for each fiscal year which contains this grant: amount of federal funds received from all sources; schedule of federal programs administered; and, if material exceptions are noted in the Grantee's audit, a copy of the responses and corrective actions taken. In the case of a delay in completing the 2 CFR Part 200 single audit for each fiscal year, the Grantee shall provide a justification for not completing the audit in a timely manner.

3. COST AND ACCOUNTING STANDARDS. The financial activities of the Grantee will be consistent with the cost principles identified in **2 CFR 200 Subpart E**, which includes all financial transactions and financial records involving federal grant funds.

The Grantee shall comply with the **Historic Preservation Fund Grants Manual**, as revised, and as applicable, subject to the restrictions of this grant agreement. The manual can be found at: http://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

Frequently cited chapters are included in the **Federal Subrecipient Management Guidelines**.
The Grantee shall comply with the **Federal Subrecipient Management Guidelines**, as revised, written by the Alabama Historical Commission for pass-through subrecipients under the United States Department of the Interior, National Park Service, Program Title: Historic Preservation Fund Grants-in-aid, CFDA Number 15.904. The Grantee shall comply with applicable federal, state, and local government wide regulations governing the use of these funds.

4. ACCESS TO RECORDS. The Director of the Alabama Historical Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee for the purpose of making audits, financial reviews, examinations, excerpts and transcripts.

5. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related projects shall be maintained and available for access in accordance with 2 CFR Part 200.333 – 200.337 and the Historic Preservation Fund Grants Manual.

Financial records, supporting documents, statistical records, and all other records pertinent to a grant must be retained by the Grantee for a period of 3 years or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds must be retained for 3 years after the final disposition of the property.

6. NOT TO CONSTITUTE A DEBT TO THE STATE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Grantee sole remedy for the settlement of any and all disputes arising under the terms of the Grant Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

7. CONFLICT OF INTEREST. The Grantee, by their signature, certifies that to the best of their knowledge and belief no conflicts of interest(s) existed or now exist which have, may have, or have had an effect on the grant award. Conflict is defined in 2 CFR Part 200 Subpart B.

8. LOBBYING. The Grantee shall conform to the text of 18 U.S.C. 1913 and no contract will be processed which does not include the text of 18 U.S.C. 1913 as set forth in the following paragraph.
"The Contractor shall be responsible to see that no part of this money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

9. PUBLIC INFORMATION AND ENDORSEMENTS. The Grantee and/or consultant must include acknowledgement of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two digital copies of any publications or video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS Grant Awarding Official or Alabama Historical Commission within 30 calendar days of publication. All publications, audio, and video must contain the following disclaimer and acknowledgement of NPS support: "Partially funded by the Historic Preservation Fund, National Park Service, Department of Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of Interior." All consultants hired by the Grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant. Use of an allowable NPS logo with prior permission is permissible.

10. POLITICAL ACTIVITY. The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328 et seq.) regarding political activity by public employees or those paid in whole or in part with federal funds. None of the funds, materials, property, or services contributed by the Grantee or the Alabama Historical Commission under this Grant Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

11. DISCRIMINATION. The Grantee will comply with Title VI, Section 504, and Americans with Disabilities Act and will abide by and incorporate the following requirements in all contracts; if any, for services covered by this contract: "In the carrying out of the contract work, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, or handicap."

12. DISPUTE RESOLUTION. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

13. DURATION OF AGREEMENT. This agreement is effective on the date that it is fully executed and will end on September 15, 2025. All expenditures of Grant and Matching Share must be incurred within the time period of this grant agreement. Obligations outstanding as of the official grant agreement termination date should be liquidated within 15 days thereafter.

14. GRANT MANAGEMENT. The Alabama Historical Commission contact person for standards of work such as compliance with the Secretary of Interior's Standards and acceptable workmanship under this grant agreement is:

Paige Thomas
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 230-2643 / Paige.Thomas@ahc.alabama.gov

The Alabama Historical Commission contact person for contract, financial and accounting compliance

under this grant agreement is:

Chad Stinson, Grants Manager
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
Courier delivery zip code 36104
(334)230 2680 / Chad.Stinson@ahc.alabama.gov

The grantee contact person for plan and execution of work under this grant agreement is:
Christine Q. Dawson
P.O. Box 1827
Mobile, AL 36602
(251)208-7998 / Christine.dawson@cityofmobile.org

The project director for work under this grant agreement is:
Christine Q. Dawson
P.O. Box 1827
Mobile, AL 36602
(251)208-7998 / Christine.dawson@cityofmobile.org

The grantee contact person for financial management and documentation under this grant agreement is:
Randy Threadgill
P.O. Box 1827
Mobile, AL 36602
(251)208-7329 / randy.threadgill@cityofmobile.org

15. PERFORMANCE OF THE WORK. Project work is scheduled to begin immediately and to be completed prior to 09/30/2025. Prior approval of work planned and accomplished, progress reports, delivery of products must be on schedule when receiving reimbursement of grant funds.

16. ADMINISTRATION OF THE GRANT. The federal fiscal year is from October 1st to September 30th. All costs incurred under this agreement must be reported for each federal fiscal year no later than October 1st of the succeeding fiscal year. Costs not reported in a timely manner are subject to disallowance and may not be reimbursed to Grantee.

The Grantee will not solicit competitive sealed bids until each request for price quotes; bid package (plans, specifications, estimates, invitation for sealed bids, etc.) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Two or more responsible suppliers must be willing and able to compete effectively for the grantee's business.

The Grantee will not solicit proposals for professional services until each request for proposals (RFP) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Proposals are to be requested from a number of sources and may only be used if conditions are not appropriate for the use of competitive sealed bids. Two or more responsible professionals should be willing and able to compete effectively for the grantee's business.

The grantee shall have its contractual agreements reviewed by the Alabama Historical Commission for

compliance with this grant agreement. The Grantee will not award the contract or work until it has received approval from the Alabama Historical Commission contact person for contract, financial and accounting compliance.

The Grantee's in-state and out-of-state travel reimbursements are limited to the rates and amounts prescribed in the State of Alabama's Comptroller Manual. The State Comptroller Manual can be viewed in its entirety at the following website: http://comptroller.alabama.gov/Docs/FPPM%2010-2011.pdf

17. SCOPE OF WORK/WORK TO BE PERFORMED. Revise current design guidelines to apply to Mobile's historic districts and incorporate design ready files that can are accessible and understandable. The Grantee shall carry out this agreement in the manner and to the full extent as set forth in the Grantee's Application to the Alabama Historical Commission, or as subsequently modified in this grant agreement

The Grantee shall, in a satisfactory manner as determined by the Alabama Historical Commission, perform activities of the National Historic Preservation Act of 1966, as amended, in accordance with regulations promulgated by the National Park Service.

The Grantee agrees that all work done under this agreement shall satisfy general requirements of the Alabama Historical Commission and the U. S. Department of the Interior. All project work will be carried out in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Work will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation and Registration."

18. INTERIM PERFORMANCE SCHEDULE, PROGRESS REPORTS, FINAL PRODUCTS AND REPORT. Monitoring and verification of work completed by Responsible Alabama Historical Commission staff member named above is necessary before payment of grant share of expenses can be made. During the project, Grantee shall submit the following for approval and/or verification to the Alabama Historical Commission by the dates indicated below. Failure by the Grantee to meet this Performance Schedule is reasonable cause for termination of this grant agreement by the Alabama Historical Commission. Amount of Grant Share Requested for Payment should not exceed the Payment Amount indicated below.

TIME PRODUCT ESTIMATED PAYMENT SCHEDULE

Performance Progress Reports and Estimated Payment for each Completed Step	Estimated Payment
June 4, 2024 – September 30, 2024 Work with firm on updating guidelines	$2846.22
October 1, 2024 – December 31, 2024 Continue working with firm on updating guidelines	$2846.22
January 1, 2025 – March 31, 2025 Continue working with firm on updating guidelines	$2846.22
April 1, 2025 – June 30, 2025 Continue working with firm on updating guidelines	$2846.22
July 1, 2025 – September 30, 2025 Final version of revised design guidelines	$2846.22
TOTAL GRANT SHARE PAYMENT	$14,231.10

Acceptance of work -- The Grantee's professional consultant shall not invoice for his or her work for step 1 above until the Alabama Historical Commission contact person for standards of work accepts the product of the consultant. This is done so that an invoice can be reimbursed for the same fiscal year that reimbursement is approved by the Alabama Historical Commission.

Survey and Registration Project Budgets:
36 CFR 60.6. "The list of owners shall be obtained from either official land recordation records or tax records . . . within 90 days prior to the notification of intent to nominate . . .. The State is responsible for notifying only those owners whose names appear on the list consulted. Where there is more than one owner on the list, each separate owner shall be notified."

A statement must be provided to document who obtained property owner addresses to meet National Register property owner notification requirements, date information was obtained and where information was obtained.

In addition, the city will provide a public notice in a newspaper with a wide circulation in the local area to notify local property owners of the pending nomination and again when the listing is made final by the National Park Service. The city will post a notice on their city website on the pending nomination and again when the listing is made final by the National Park Service.

In the case where the schedule of work is not met by the Grantee and/or the Alabama Historical Commission is not able to accept the work of the consultant according to this grant agreement, payment to the Grantee will be forfeited.

WHEN TO SEND GRANTEE COST REPORT
The Grantee Cost Report must be submitted according to the schedule below for each expense period by the due dates specified.

GRANTEE COST REPORT

EXPENSE PERIOD	DUE FROM GRANTEE
June 4, 2024 – September 30, 2024	October 15, 2024
October 1, 2024 – December 31, 2024	January 15, 2025
January 1, 2025 – March 30, 2025	April 15, 2025
April 1, 2025 – June 30, 2025	July 15, 2025
July 1, 2025 – September 30, 2025	October 15, 2025

All costs incurred between June 4, 2024 and September 30, 2025 - not reported by October 15, 2025, are subject to disallowance and may not be reimbursed to Grantee.

19. NATIONAL ENVIRONMENTAL POLICY ACT. All National Park Service Historic Preservation Fund grant actions are subject to the provisions of National Environmental Policy Act (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (40 CFR 1500-1508). The national policy concerning the assessment of the environmental impact of Federal and federally funded actions is contained in National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

20. GENERAL PROVISIONS. The Grantee will comply with the following Federal regulations:

a) 2 CFR 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;
b) 2 CFR 180 & 1400, Non-procurement Debarment and Suspension, previously located at 43 CFR Part 42, Government wide Debarment and Suspension;
c) 43 CFR 18, New Restrictions on Lobbying;
d) 2 CFR 175, Trafficking Victims Protection Act of 2000;

21. PATENTS AND INVENTIONS. Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. TERMINATION OF AGREEMENT. If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this agreement, or violates any of the covenants, agreements, or stipulations of this agreement, the Alabama Historical Commission shall thereupon have the right to terminate or suspend this agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof, at least fifteen days before such effective date.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed

CITY OF MOBILE
CHIEF ADMINISTRATIVE OFFICER

William S. Stimpson
2024.06.14 10:09:51
-05'00'

Signature Date

ALABAMA HISTORICAL COMMISSION

Lisa D. Jones Date
Executive Director

CHIEF FISCAL OFFICER
As chief fiscal officer, I understand that this federal subgrant agreement is a federal pass-through grant and that it must be included in the City of Mobile Single Audit as required by Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F, as applicable.

6/7/24
Signature Date

ATTEST:

City Clerk

FEDERAL SUBGRANT AGREEMENT
UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Program Title: Historic Preservation Fund Grants-in-aid
CFDA Number 15.904
Alabama Historical Commission
{Code of Alabama 1975 Section 41-9-249. (3) & (12)}

This grant agreement is entered into by and between
City of Mobile
(herein called the Grantee) and the Alabama Historical Commission. The Grantee has provided information for this grant agreement in its project application titled
Church Street Graveyard Assessment
According to the terms and conditions set forth herein, the Alabama Historical Commission expects to pay to the Grantee the total amount not to exceed
$8,400.00
from the grantor - United States Department of the Interior.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. AMOUNT OF AGREEMENT. The Alabama Historical Commission agrees to provide $8,400.00 to match the Grantee contributions of $5,600.00 of the total project costs of $14,000.00. If project cost is reduced, then grant monies and matching share may both be proportionally reduced.

Cost for the project will be financed, when eligible for federal participation, not to exceed a maximum sum of $8,400.00 in federal funds. Payment to Grantee shall not exceed $8,400.00.

It is expressly understood that federal funds for this project will be provided from the federal Historic Preservation Fund of the Department of Interior, National Park Service, and that the Alabama Historical Commission will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the Grantee prior to accomplishment of the work for which reimbursement is requested.

2. AUDIT REQUIREMENTS. All funds reimbursed under this agreement are U. S. Department of Interior funds and shall be accounted for by the Grantee and reported in its 2 CFR Part 200 Audit Report as follows:
Federal Grantor: U. S. Department of Interior
Program Title: Historic Preservation Grants-in-aid
Federal CFDA Number: 15.904
Pass-through Grantor: Alabama Historical Commission
Federal Pass-through Grant Number: AL-23-10023
Project Funding Period: 10/01/22 - 9/30/24
Total Grant Award: $8,400.00

The Grantee shall comply with the **2 CFR Part 200 Subpart F, Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).** If a Federal Compliance Audit in accordance with 2 CFR Part 200, revised or applicable supplement, is performed for the Grantee, a copy of the audit report shall be provided to the Alabama Historical Commission by the Grantee, thirty days after its issuance, for the period which contains this grant agreement.

Delivery of the audit report shall be made directly to:

Chad Stinson, Grants Manager
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
Chad.Stinson@ahc.alabama.gov
(334) 230-2680

If requested by The Alabama Historical Commission, the Grantee shall provide the following for each fiscal year which contains this grant: amount of federal funds received from all sources; schedule of federal programs administered; and, if material exceptions are noted in the Grantee's audit, a copy of the responses and corrective actions taken. In the case of a delay in completing the 2 CFR Part 200 single audit for each fiscal year, the Grantee shall provide a justification for not completing the audit in a timely manner.

3. COST AND ACCOUNTING STANDARDS. The financial activities of the Grantee will be consistent with the cost principles identified in **2 CFR 200 Subpart E**, which includes all financial transactions and financial records involving federal grant funds.

The Grantee shall comply with the **Historic Preservation Fund Grants Manual**, as revised, and as applicable, subject to the restrictions of this grant agreement. The manual can be found at: http://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

Frequently cited chapters are included in the **Federal Subrecipient Management Guidelines**. The Grantee shall comply with the **Federal Subrecipient Management Guidelines**, as revised, written by the Alabama Historical Commission for pass-through subrecipients under the United States Department of the Interior, National Park Service, Program Title: Historic Preservation Fund Grants-in-aid, CFDA Number 15.904. The Grantee shall comply with applicable federal, state, and local government wide regulations governing the use of these funds.

4. ACCESS TO RECORDS. The Director of the Alabama Historical Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee for the purpose of making audits, financial reviews, examinations, excerpts and transcripts.

5. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related projects shall be maintained and available for access in accordance with 2 CFR Part 200.333 – 200.337 and the Historic Preservation Fund Grants Manual.

Financial records, supporting documents, statistical records, and all other records pertinent to a grant must be retained by the Grantee for a period of 3 years or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds must be retained for 3 years after the final disposition of the property.

6. NOT TO CONSTITUTE A DEBT TO THE STATE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Grantee sole remedy for the settlement of any and all disputes arising under the terms of the Grant Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

7. CONFLICT OF INTEREST. The Grantee, by their signature, certifies that to the best of their knowledge and belief no conflicts of interest(s) existed or now exist which have, may have, or have had an effect on the grant award. Conflict is defined in 2 CFR Part 200 Subpart B.

8. LOBBYING. The Grantee shall conform to the text of 18 U.S.C. 1913 and no contract will be processed which does not include the text of 18 U.S.C. 1913 as set forth in the following paragraph. "The Contractor shall be responsible to see that no part of this money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

9. PUBLIC INFORMATION AND ENDORSEMENTS. The Grantee and/or consultant must include acknowledgement of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two digital copies of any publications or video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS Grant Awarding Official or Alabama Historical Commission within 30 calendar days of publication. All publications, audio, and video must contain the following disclaimer and acknowledgement of NPS support: "Partially funded by the Historic Preservation Fund, National Park Service, Department of Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of Interior." All consultants hired by the Grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant. Use of an allowable NPS logo with prior permission is permissible.

10. POLITICAL ACTIVITY. The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328 et seq.) regarding political activity by public employees or those paid in whole or in part with federal funds. None of the funds, materials, property, or services contributed by the Grantee or the Alabama Historical Commission under this Grant Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

11. DISCRIMINATION. The Grantee will comply with Title VI, Section 504, and Americans with Disabilities Act and will abide by and incorporate the following requirements in all contracts; if any, for

services covered by this contract:
"In the carrying out of the contract work, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, or handicap."

12. DISPUTE RESOLUTION. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

13. DURATION OF AGREEMENT. This agreement is effective on the date that it is fully executed and will end on September 15, 2024. All expenditures of Grant and Matching Share must be incurred within the time period of this grant agreement. Obligations outstanding as of the official grant agreement termination date should be liquidated within 15 days thereafter.

14. GRANT MANAGEMENT. The Alabama Historical Commission contact person for standards of work such as compliance with the Secretary of Interior's Standards and acceptable workmanship under this grant agreement is:

Paige Thomas
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 230-2643
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The Alabama Historical Commission contact person for contract, financial and accounting compliance under this grant agreement is:

Chad Stinson, Grants Manager
Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
Courier delivery zip code 36104

(334)230 2680
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The grantee contact person for plan and execution of work under this grant agreement is:
Christine Q. Dawson
P.O. Box 1827
Mobile, AL 36602
Christine.dawson@cityofmobile.org
251-208-7998

The project director for work under this grant agreement is:
Christine Q. Dawson
P.O. Box 1827
Mobile, AL 36602
Christine.dawson@cityofmobile.org
251-208-7998

The grantee contact person for financial management and documentation under this grant agreement is:
Randy Threadgill
P.O. Box 1827
Mobile, AL 36602
randy.threadgill@cityofmobile.org
251-208-7329

15. PERFORMANCE OF THE WORK. Project work is scheduled to begin immediately and to be completed prior to 09/15/2024. Prior approval of work planned and accomplished, progress reports, delivery of products must be on schedule when receiving reimbursement of grant funds.

16. ADMINISTRATION OF THE GRANT. The federal fiscal year is from October 1st to September 30th. All costs incurred under this agreement must be reported for each federal fiscal year no later than October 1st of the succeeding fiscal year. Costs not reported in a timely manner are subject to disallowance and may not be reimbursed to Grantee.

The Grantee will not solicit competitive sealed bids until each request for price quotes; bid package (plans, specifications, estimates, invitation for sealed bids, etc.) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Two or more responsible suppliers must be willing and able to compete effectively for the grantee's business.

The Grantee will not solicit proposals for professional services until each request for proposals (RFP) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Proposals are to be requested from a number of sources and may only be used if conditions are not appropriate for the use of competitive sealed bids. Two or more responsible professionals should be willing and able to compete effectively for the grantee's business.

The grantee shall have its contractual agreements reviewed by the Alabama Historical Commission for compliance with this grant agreement. The Grantee will not award the contract or work until it has received approval from the Alabama Historical Commission contact person for contract, financial and accounting compliance.

The Grantee's in-state and out-of-state travel reimbursements are limited to the rates and amounts prescribed in the State of Alabama's Comptroller Manual. The State Comptroller Manual can be viewed in its entirety at the following website: http://comptroller.alabama.gov/Docs/FPPM%2010-2011.pdf

17. SCOPE OF WORK/WORK TO BE PERFORMED. Contract Chicora to conduct an updated assessment on Church Street Graveyard.

The Grantee shall carry out this agreement in the manner and to the full extent as set forth in the Grantee's Application to the Alabama Historical Commission, or as subsequently modified in this grant agreement

The Grantee shall, in a satisfactory manner as determined by the Alabama Historical Commission, perform activities of the National Historic Preservation Act of 1966, as amended, in accordance with regulations promulgated by the National Park Service.

The Grantee agrees that all work done under this agreement shall satisfy general requirements of the Alabama Historical Commission and the U. S. Department of the Interior. All project work will be carried out in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Work will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation and Registration."

18. INTERIM PERFORMANCE SCHEDULE, PROGRESS REPORTS, FINAL PRODUCTS AND REPORT. Monitoring and verification of work completed by Responsible Alabama Historical Commission staff member named above is necessary before payment of grant share of expenses can be made. During the project, Grantee shall submit the following for approval and/or verification to the Alabama Historical Commission by the dates indicated below. Failure by the Grantee to meet this Performance Schedule is reasonable cause for termination of this grant agreement by the Alabama Historical Commission. Amount of Grant Share Requested for Payment should not exceed the Payment Amount indicated below.

TIME PRODUCT ESTIMATED PAYMENT SCHEDULE

Performance Progress Reports and Estimated Payment for each Completed Step	Estimated Payment
November-December 2023 Prep and approve contract with Chicora Foundation and development of work schedule.	$00.00
1/1/2024-3/31/2024 Chicora performs field work and begins desktop work	$4,200.00
4/1/2024-6/30/2024 Draft assessment received and reviewed by public-private group and MHDC. Comments returned to Chicora.	$00.00
7/1/2024-9/15/2024 Final assessment received by the city.	$4,200.00
TOTAL GRANT SHARE PAYMENT	$8,400.00

Acceptance of work -- The Grantee's professional consultant shall not invoice for his or her work for step 1 above until the Alabama Historical Commission contact person for standards of work accepts the product of the consultant. This is done so that an invoice can be reimbursed for the same fiscal year

that reimbursement is approved by the Alabama Historical Commission.

Survey and Registration Project Budgets:
36 CFR 60.6. "The list of owners shall be obtained from either official land recordation records or tax records . . . within 90 days prior to the notification of intent to nominate . . .. The State is responsible for notifying only those owners whose names appear on the list consulted. Where there is more than one owner on the list, each separate owner shall be notified."

A statement must be provided to document who obtained property owner addresses to meet National Register property owner notification requirements, date information was obtained and where information was obtained.

In addition, the city will provide a public notice in a newspaper with a wide circulation in the local area to notify local property owners of the pending nomination and again when the listing is made final by the National Park Service. The city will post a notice on their city website on the pending nomination and again when the listing is made final by the National Park Service.

In the case where the schedule of work is not met by the Grantee and/or the Alabama Historical Commission is not able to accept the work of the consultant according to this grant agreement, payment to the Grantee will be forfeited.

WHEN TO SEND GRANTEE COST REPORT
The Grantee Cost Report must be submitted according to the schedule below for each expense period by the due dates specified.

GRANTEE COST REPORT

EXPENSE PERIOD	DUE FROM GRANTEE
October 1, 2023 – December 31, 2023	January 15, 2023
January 1, 2024– March 31, 2024	April 15, 2023
April 1, 2024 – June 30, 2024	July 15, 2024
July 1, 2024 – September 15, 2024	October 1, 2024

All costs incurred between October 1, 2022 and September 15, 2024 - not reported by October 1, 2024, are subject to disallowance and may not be reimbursed to Grantee.

19. NATIONAL ENVIRONMENTAL POLICY ACT. All National Park Service Historic Preservation Fund grant actions are subject to the provisions of National Environmental Policy Act (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (40 CFR 1500-1508). The national policy concerning the assessment of the environmental impact of Federal and federally funded actions is contained in National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

20. GENERAL PROVISIONS. The Grantee will comply with the following Federal regulations:

a) 2 CFR 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;
b) 2 CFR 180 & 1400, Non-procurement Debarment and Suspension, previously located at 43 CFR Part 42, Government wide Debarment and Suspension;
c) 43 CFR 18, New Restrictions on Lobbying;
d) 2 CFR 175, Trafficking Victims Protection Act of 2000;

21. PATENTS AND INVENTIONS. Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. TERMINATION OF AGREEMENT. If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this agreement, or violates any of the covenants, agreements, or stipulations of this agreement, the Alabama Historical Commission shall thereupon have the right to terminate or suspend this agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof, at least fifteen days before such effective date.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed

CITY OF MOBILE
CHIEF ADMINISTRATIVE OFFICER

11-29-23
Signature Date

ALABAMA HISTORICAL COMMISSION

Lisa D. Jones Date
Executive Director

CHIEF FISCAL OFFICER
As chief fiscal officer, I understand that this federal subgrant agreement is a federal pass-through grant and that it must be included in the City of Mobile Single Audit as required by Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F, as applicable.

11-28-23
Signature Date

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
John Forrester, City Engineer
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
Approve appropriation of funds into the Rebuild Alabama Special Revenue Fund for Tiger/Broad St Project.

Amount of Contract:
$1,400,000.00

Funding Source
4055

ATTACHMENTS:
1. Tiger Broad St Appropriation

REVIEWERS:
Jessica White
John Forrester
Kelsi Tippery
Cherlina Monteiro
James Barber

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,400,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New	TIGER/South Broad St.	$1,400,000.00

ADOPTED:

_____

CITY CLERK

October 9, 2025

Dear Councilmembers:

The attached resolution and supporting information appropriate funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to the Broad Street Redevelopment project for FY2025. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Garrity Street. The scope of this project includes the reconstruction of the roadbed, curb and gutter, inlets, landscaping and sidewalks and bike infrastructure.

The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrians and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

We look forward to continuing communication on this important project. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

John Forrester, P.E.
City Engineer
Engineering and Infrastructure

FY 2026 City Transportation Plan

City of Mobile, AL

Date Approved by the Council of the City of Mobile, AL: October ___, 2025

Date Amended by the Council of the City of Mobile, AL: (If Applicable)

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	Amount Expended exempt from Competitive and/ or Public Works Contracts	City Rebuild Alabama Funds	CRAF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance						$0.00
										Estimated Annual Revenue						$1,400,000.00
1	2018-3005-04	S. Broad Street	30.7039	88.0720	30.6963	88.0546	X		1.19	Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization	$16,600,000.00	$1,400,000.00			CRAF	$1,400,000.00
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						1.19	Total CTP Estimated Costs	$16,600,000.00	$1,400,000.00	$0.00	$0.00	Total CRAF Remaining Estimated	$0.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks _____

_____

_____

CTP Plan 6/06/2019

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Kim Carmody, Director of Parks & Recreation

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
The purpose and scope of the project is to develop a marketing plan and strategy for MPRD Productions, Teens Program (Breakthrough Teens) and Azalea City Golf Course.

Amount of Contract:
$67,000.00

Funding Source
2026 Budget

ATTACHMENTS:
1. 2026 Spire Resolution
2. Spire COI
3. 2025-2026 Spire Professional Services Contract - Signed
4. E-Verify Alan Lang
5. E-Verify Carl Norman
6. E-Verify Harriet Shade
7. E Verify MOU Spire 10.2025

REVIEWERS:
Lisa Musser
Scott Collins
Cherlina Monteiro
James Barber

2026

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 City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and SPIRE, LLC, in an amount not to exceed $67,000.00, for a one-year period, for marketing services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is necessary to perform essential functions of the Council.

Adopted:

_____
City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm Lad Drago 7623 Spanish Fort Blvd Spanish Fort AL 365275333	**CONTACT NAME:** Lad Drago **PHONE (A/C, No, Ext):** 251-626-1237 **FAX (A/C, No):** **E-MAIL ADDRESS:** lad.drago.pmjq@statefarm.com
INSURED SPIRE LLC 304 CONGRESS ST MOBILE AL 366036410	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Farm Fire and Casualty Company — 25143 **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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	93-B5-R429-1	02/27/2025	02/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] 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)

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 08/28/2025 .

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PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Spire, LLC(hereinafter "Contractor"), an Alabama limited liability company with a principal address at 304 Congress Street., Mobile AL 36603, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise advertising, design, marketing, and public relations; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services for the City of Mobile's Parks and Recreation Department upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to provide services described in **Exhibit A** which is attached hereto and incorporated herein.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to both the Director of the Office of Public Safety or his designee and the Director of Mobile County Public Schools Security or his designee and may receive direct support requests from staff at the Gulf Coast Technology Center and the Mobile Police Department's Intelligence Division, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period one (1) year subject to the renewal and/or availability of funding.

Ill. COMPENSATION

A. The City agrees to pay the Contractor an annual salary of forty-two thousand dollars and xx/100. **(**$42,000**)**, payable in monthly installments of three-thousand five hundred dollars and xx/100 ($3,500.00). Additionally, The City agrees to pay the Contractor for up-front costs for media placements of twenty-five thousand dollars and xx/100 ($25,000.00). The total amount of compensation due to Contractor for services provided under this contract will not exceed sixty-seven thousand dollars and xx/100 ($67,000.00) per year.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury,

bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

A. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of $1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

B. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The Contractor shall be issued or permitted to maintain a City of Mobile Employee Identification Number, a City email address, and access keys or proximity cards necessary to perform his/her duties.

D. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

E. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

X. OWNERSHIP OF ASSETS

Upon full payment for services rendered, the City shall retain full, exclusive, and perpetual ownership of all designs, assets, and intellectual property created by Contractor under this agreement, including but not limited to logos, graphics, illustrations, layouts, visual designs, and other deliverables (the "Created Assets"). Contractor agrees that the Created Assets shall be considered "works for hire" under applicable copyright law, and all right, title, and interest in and to the Created Assets shall immediately and automatically be transferred to the City.

XI. Use of City Logos, Marks, and Intellectual Property

Contractor acknowledges that all logos, trademarks, service marks, trade names, images, photographs, video, audio, slogans, and other intellectual property owned or controlled by the

City of Mobile (collectively, "City IP") remain the sole property of the City. Any proposed use of City IP in connection with marketing, advertising, promotional materials, social media, or public communications may be subject to prior review and approval by the City's Communications Department.

Contractor shall provide the Communications Department with all requested drafts, materials, concepts, or other information necessary to facilitate such review. The City reserves the right to require reasonable modifications or prohibit the use of any materials that, in its sole discretion, do not align with City standards, branding guidelines, or public interests. Contractor agrees to make all requested changes promptly and at no additional cost to the City.

XII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XIII. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the

exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIV. NOTICES

A. 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 Gerard McCants
48 N. Sage Avenue
Mobile, AL 36607

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Spire, LLC
c/o Carl Norman
As: Contractor's Authorized Agent
304 Congress St.
Mobile, AL 36603

B. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

XV. DEFAULT/ BREACH.

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports,

documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XVI. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVII. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVIII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XIX. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXI. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

P. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Q. 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.

R. 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.

S. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

V. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.

W. The Contractor is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.

X. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.

Y. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XXIII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: _____

Carl Norman, Partner

Date: 10/10/2025

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Carl Norman whose name as Partner [Title] of the Spire, LLC a limited liability company 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 10th day of October, **20** 25

_____
Notary Public
Print F. Danielle Hamilton
My commission expires: 10-29-2028 (Seal)

STATE OF ALABAMA NOTARY PUBLIC
F. DANIELLE HAMILTON
My Commission Expires
October 29, 2028

CITY OF MOBILE

_____
William S. Stimpson, Mayor
Date: _____

ATTEST:

_____
Lisa Lambert, Its City Clerk

Exhibit A: **Scope of Work**
Exhibit B: **Certificate of Insurance**
Exhibit C: **E-Verify**

MARKETING PROGRAM SCOPE OF WORK
CITY OF MOBILE

PROGRAM

SPIRE will provide comprehensive, creative marketing assets, promotion and media planning for the City of Mobile Parks and Recreation Department's Golf, STREAM and Production initiatives.

The program goal will be to support the City of Mobile Parks and Recreation Department in communicating with the community in order to:

- Boost visibility/awareness
- Increase attendance/reach
- Cultivate audience engagement
- Keep up-to-date information flowing to the community
- Display strong support of the community and their needs
- Present cohesive and organized messaging, both in tone and appearance
- Gather feedback/data to apply to future endeavors, tactics and strategy

SCOPE OF PROGRAM

This program will focus on three primary initiatives:

- Productions
- Teens Programs (Breakthrough Teens)
- Azalea Golf Course

PROGRAM ELEMENTS

SPIRE is a full service agency and will assist with any marketing initiatives. These may include any of the following:

- Brand Strategy
- Brand Development
- Media planning and execution
- Logo Design
- Print & Outdoor Advertising Design
- Broadcast Advertising Content Creation
- Digital Advertising Content Creation
- Collateral Design
- Comprehensive Account Management
- Analytics

CONFIDENTIAL | ©2025 SPIRE, LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2025

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	**CONTACT NAME:** Lad Drago
State Farm Lad Drago 7623 Spanish Fort Blvd Spanish Fort AL 365275333	**PHONE (A/C, No, Ext):** 251-626-1237 **FAX (A/C, No):** **E-MAIL ADDRESS:** lad.drago.pmjq@statefarm.com
INSURED SPIRE LLC 304 CONGRESS ST MOBILE AL 366036410	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Farm Fire and Casualty Company — 25143 **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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	93-B5-R429-1	02/27/2025	02/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] 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)

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CITY OF MOBILE
PO BOX 1827
MOBILE AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 08/28/2025 .

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E-Verify Case Number: 2025283182454BJ

Report prepared: 10/10/2025

Company Information

Company ID: 2901981

Company Name: Spire, LLC

Client Company ID: 2901981

Client Company Name: Spire, LLC

Employee Information

Name: Alan Lang

Date of Birth: 05/23/1999

U.S. Social Security Number: ***-**-6513

Employee's First Day of Employment: 10/10/2025

Citizenship Status: U.S. Citizen

Document Information

List B Document: Driver's license or ID card issued by a U.S. state or outlying possession

Document Subtype: Driver's License

Document Number: *****8477

Expiration Date: 05/23/2030

State: Utah

List C Document: Unrestricted Social Security Card

Case Information

Case Status: Closed

Case Submitted By: Carl Norman

Current Case Result: Employment Authorized

Date of Case Creation: 10/10/2025

Reason for Closure: Employment Authorized
Auto Close

E-Verify Case Number: 2025283181543KF

Report prepared: 10/10/2025

Company Information

Company ID: 2901981

Company Name: Spire, LLC

Client Company ID: 2901981

Client Company Name: Spire, LLC

Employee Information

Name: Carl Norman

Date of Birth: 05/20/1968

U.S. Social Security Number: ***-**-9855

Employee's First Day of Employment: 10/10/2025

Citizenship Status: U.S. Citizen

Document Information

List A Document: U.S. Passport or Passport Card

Document Number: 563724647

Expiration Date: 09/11/2027

Case Information

Case Status: Closed

Case Submitted By: Carl Norman

Current Case Result: Employment Authorized

Date of Case Creation: 10/10/2025

Reason for Closure: Employment Authorized
Auto Close

E-Verify Case Number: 2025283182045CK

Report prepared: 10/10/2025

Company Information

Company ID: 2901981

Company Name: Spire, LLC

Client Company ID: 2901981

Client Company Name: Spire, LLC

Employee Information

Name: Harriet Shade

Date of Birth: 01/25/1974

U.S. Social Security Number: ***-**-6911

Employee's First Day of Employment: 10/10/2025

Citizenship Status: U.S. Citizen

Document Information

List B Document: Driver's license or ID card issued by a U.S. state or outlying possession

Document Subtype: Driver's License

Document Number: ***5613

Expiration Date: 09/25/2029

State: Alabama

List C Document: U.S. birth certificate (original or certified copy)

Case Information

Case Status: Closed

Case Submitted By: Carl Norman

Current Case Result: Employment Authorized

Date of Case Creation: 10/10/2025

Reason for Closure: Employment Authorized
Auto Close

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2901981

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 Spire, LLC (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.

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

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

(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

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

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

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.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer 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, 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: 2901981

Approved by:

Employer Spire, LLC	
Name (Please Type or Print) Carl W Norman	**Title**
Signature Electronically Signed	**Date** 10/10/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/10/2025

Company ID Number: 2901981

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Spire, LLC
Company Facility Address	304 Congress Street Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	461727060
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 2901981

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 2901981

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Carl W Norman
Phone Number	7734124702
Fax	
Email	carl@spireeffect.com

Company ID Number: 2901981

This list represents the first 20 Program Administrators listed for this company.

CAPITAL CONTRACT SUMMARY SHEET

See attached

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Karen Poth
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with Mobile Arts Council to manage the City selection of an artist to design and produce a bronze statuary in memory of Jimmy Buffett

Amount of Contract:
$20,000.00

Funding Source
TIF Capital project C1033

ATTACHMENTS:
1. 2025 Arts Buffett Agenda Package
2. Capital Contract Summary Sheet

REVIEWERS:
Donald Rose
Brenda Rhodes
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: October 21, 2025 (Date) Item No. _____

Submitted by: National Maritime Museum of the Gulf (Department) Karen Poth (Department Head)

Sponsored by: Mayor Stimpson (Name) _____ (Title)

Reviewed by: Joe Snowden (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Mobile Arts Council

PURPOSE & SCOPE OF PROJECT:

Contract with Mobile Arts Council to manage the City selection of an artist to design and produce a bronze statuary in memory of Jimmy Buffett

TIF

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,000.00

FUNDING SOURCE:

Budget Item: Project C1033 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signatur

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional Service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

.

Print This Page Reset

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Jimmy Buffett Memorial Statue

CAPITAL PROJECT # C1033 **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION Contract with Mobile Arts Council to manage the City selection of an artist to design/produce a bronze statue of Jimmy Buffett

CONTRACT AMOUNT $ 20,000.00

VENDOR NAME Mobile Arts Council

VENDOR NUMBER 134515

DEPT # 4020 **DEPT NAME** GulfQuest

CONTRACT ADMINISTRATOR Karen Poth

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** 10/14/2025

Revised 5/16/2022 Tiffany Hollins

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 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 Mobile Arts Council, in a total amount of $20,000.00, as appropriated funds are available, for professional services to manage the City selection of an artist to design and produce a bronze statuary in memory of Jimmy Buffett, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**Mobile Arts Council** **70 N Joachim Street, Ste A** **Mobile, AL 36602**
For the following Project:	**Art Competition and Selection for the Design of a Bronze Statuary in Memory of Jimmy Buffett**

RE 6/13/2 5

CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and MOBILE ARTS COUNCIL, INC., an Alabama not-for-profit corporation, , hereinafter referred to as "Contractor."

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor's Services consist of those described in the Scope of Work Timeline and Public Request for Proposal which is attached hereto as "**Exhibit A Scope of Work and Timeline & Exhibit B Public Request for Proposal**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.

B. All work and labor shall be done in accordance with the Scope of Work and Timeline, which is attached hereto and incorporated herewith as "**Exhibit A Scope of Work and Timeline** ".

II. TERM

A. **Commencement & Duration**: This Contract shall commence upon full execution by both parties and shall remain in effect until completion of all obligations hereunder or August 28, 2026, whichever occurs first, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:

1. Total Contract Value: **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)**

2. Payment Schedule: Upon completion of services described in Exhibit A, the contractor shall submit a written invoice to the City's Accounting Department. Payment will be made in a single lump-sum disbursement upon written verification of satisfactory competition by the Maritime Museum Executive Director.

B. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Upon completion of service, said funds will be disbursed in a single payment, which shall result from a written invoice request to be delivered to the City's Accounting Department.

B. The City shall pay the Contractor through payment issued by the City upon receipt of the Contractor's invoice and written approval of same by the Maritime Museum Executive Director, indicating that services have been rendered in conformity with this Contract.

V. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party

indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VI. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama

2. Employer's Liability with limits of not less than:

   Bodily Injury by Accident $1,000,000 each accident
   Bodily Injury by Disease $1,000,000 policy limit
   Bodily Injury by Disease $1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. 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.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than

a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

VIII. LIQUIDATED DAMAGES

IX. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor

payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

X. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by

Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract. 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.

XI. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

D. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XII. CONTRACTOR WARRANTY

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XIII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XIV. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Ms. Karen Poth, Maritime Museum Executive Director or the Director's designated representative.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

City of Mobile
Ms. Karen Poth, Maritime Museum Executive Director
National Maritime Museum of the Gulf 155 South Water Street
Mobile, Alabama 36602
Email: karen.poth@cityofmobile.org

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: Department of Real Estate Asset Management
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: MOBILE ARTS COUNCIL, INC
c/o Angela Montgomery
300 Dauphin Street, STE 200
Mobile, Alabama 36602

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XV. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVI. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XVII. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XVIII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XIX. CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. The following documents are incorporated by reference and made part of this Contract:

1. Scope of Work (attached hereto as Exhibit A);

2. Certificate of Liability Insurance (attached hereto as Exhibit B);

3. Sample E-Verify MOU for Employers (attached hereto as Exhibit C); and

XX. MISCELLANEOUS

A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

B. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

O. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

T. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:

MOBILE ARTS COUNCIL, INC

By: Angela Montgomery, Executive Director
[Print Name and Title]

STATE OF ALABAMA)
CITY OF ~~MOBILE~~) Baldwin

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Angela Montgomery [name], whose name as Executive Director [title] of **Mobile Arts Council, Inc.** is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer or agent and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 8th day of October, 2025.

(SEAL)

TONYA WEST
Notary Public
Alabama State at Large

Tonya West
Notary Public
My Commission Expires:

My Commission Expires
March 31, 2026

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

REV.06/13/2025

MOBILE arts COUNCIL

About Us

The Mobile Arts Council, Inc. (MAC) was formed in the summer of 1955 as the result of a survey conducted by the Junior League of Mobile. The organization was primarily a funding source for the cultural community. In February of 1960, the Arts Council Board adopted a new constitution and was incorporated under the name of Allied Arts Council of Metropolitan Mobile, Inc. In the early 1980's, the organization switched back to its original name, Mobile Arts Council. The purpose of the Council was to increase cooperation among artistic organizations in the area and to provide a forum for challenges in art, music, theatre, and literature. Through strategic planning and organizational assessment, MAC began to shift its focus from being a grantor to becoming an advocate and supporter of the arts and arts education.

As the only local arts agency (LAA) in our area, MAC offers programs, services, and funding to local artists and arts organizations across all realms of the arts. MAC strives to enrich the quality of life in the greater Mobile area through increasing accessibility to the arts and promoting a vibrant cultural community. Now celebrating our 70th anniversary, MAC is expanding the presence of the arts in Mobile by expanding arts education programs to the Mobile County Public School System, offering gallery exhibitions, and coordinating large scale public art initiatives.

Mission and Vision

Today MAC exists to enrich the quality of life in the Mobile area through increasing accessibility to the arts and promoting a vibrant cultural community. MAC fulfills its mission by creating opportunities for local artists and arts organizations through education, advocacy, and enrichment.

The Mobile Arts Council envisions a dynamic future for Mobile, where the arts are a catalyst for positive change. Rooted in the values of education, inclusivity, and inspiration, we're committed to making the arts accessible to all. This focus ensures that everyone can explore their artistic potential. We work to celebrate our shared humanity through diverse artistic voices. We're dedicated to nurturing both emerging and established local talent while staying relevant in our ever-changing community.

Request

The Mobile Arts Council (MAC) requests $20,000 to assist the city of Mobile and the National Maritime Museum of the Gulf of Mexico in the development of the waterfront by coordinating an art competition (two phases) and selection process for the design of a bronze statuary in memory of Jimmy Buffett. This process will include gathering necessary data for the project, creating an online RFP (request for proposal) for two different phases of the selection process,

advertising the project through social media and art-centric outlets, organizing an advisory committee that will select the artwork, and paying the finalist stipends upon receipt of the final proposals.

Both phases of the application process will be online. Phase I of the online application will include an overview of the project, the scope of work, timeline, evaluation criteria, and information on the installation area. This phase of the RFP will require each applicant to submit a brief letter of interest, preliminary budget, preliminary timeline, and work samples. The selection committee will then choose a maximum of five applicants for Phase II.

Phase II will require applicants to submit a detailed proposal to include the following:

1. Detailed narrative.
2. Detailed budget that must include the cost of fabrication, transportation, installation, all materials, artist fees, and lighting design. If work with any other independent contractors is required, those costs must also be included.
3. Conceptual design images.
4. Conceptual design layout based on provided site map.
5. Timeline and workplace for fabrication, transportation, and installation of the work.
6. Long-term maintenance plan.

Eligibility

The RFP will only consider artists and artists teams with the following qualifications:

1. Must be 18 years or older.
2. Have at least five years of experience as a professional artist.
3. Have experience with projects of the proposed scale and resources available for completing the project.
4. Carry personal liability insurance for the duration of the project until installation is complete and accepted.
5. Meet all contractual obligations and adhere to the timeline provided.
6. If selected, be prepared to present their concept to a selection committee if needed.

The following criteria will be used to evaluate RFP submissions:

1. Artistic Merit: the applicant's experience should represent a professional history and successful body of site-specific public art projects of a similar scope as demonstrated by the application's resume/CV and the quality, creativity, and uniqueness of the applicant’s past work as demonstrated by the work samples.
2. Demonstrated proficiency in craftsmanship and technical knowledge of the materials and techniques in the required medium. Artists should demonstrate an understanding

of material durability to eliminate or minimize long-term maintenance needs in a highly used public space.
3. Success with prior work of similar scale and scope on budget and within the provided timeline.
4. Ability to work with representatives from Mobile County and Mobile Arts Council staff, and other stakeholders to meet any design/construction requirements, schedule, and deadlines.
5. Overall quality and comprehensiveness of the submission package.

Applicants will be required to prepare and submit the following requirements using the Mobile Arts Council's platform created through their website and on JotForm. Incomplete or late applications will not be considered.

Timeline (subject to change)

February 24 - April 25, 2025: RFP Open, Phase I

April 28 - May 2, 2025: Committee Selects RFP finalist(s)

May 5 - May 9, 2025: Finalist invited to submit for Phase II

May 12 - June 13, 2025: RFP Open, Phase II

June 30, 2025: Winner announced

August 2026: Statue complete and installed at site location no later than August 28, 2026

Son of a Son of a Sailor

A Hometown Memorial to Jimmy Buffett

Sculpture Project - Request for Proposals

Project Rules & Eligibility

• Must be 18 years of age or older.

• Have experience with projects of the proposed scale or resources available for completing the project.

• Carry personal liability insurance for the duration of the project until installation is complete and accepted.
• Meet all contractual obligations and adhere to the timeline provided.

• Be prepared to present their concept to a selection committee if selected.

Selections will be made regardless of race, sex, color, religion, gender, age, physical or mental ability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

Project Description

The Mobile Arts Council is searching for an experienced artist or artist team to create a larger-than-life (7'0") realistic representation of Jimmy Buffett including a pedestal, or if sitting, with a bench or low wall. This sculpture will be installed at The National Maritime Museum of the Gulf of Mexico on the Mobile River. Submissions for this project phase must be submitted by April 25, 2025.

Click **here** for reference images

Applicant Information
If applying on behalf of a group, please include the lead artist information below.

Name* (First Name, Last Name):

Age* (ex. 23)

Address*
Street Address:
City:
State/Province:
Postal Code:

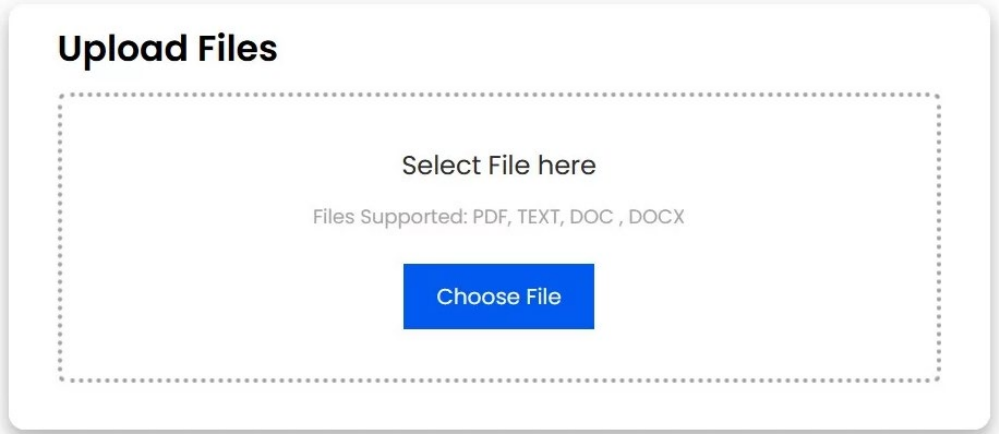
Phone Number* (Mobile)

Email*

Website or Social Media Page*

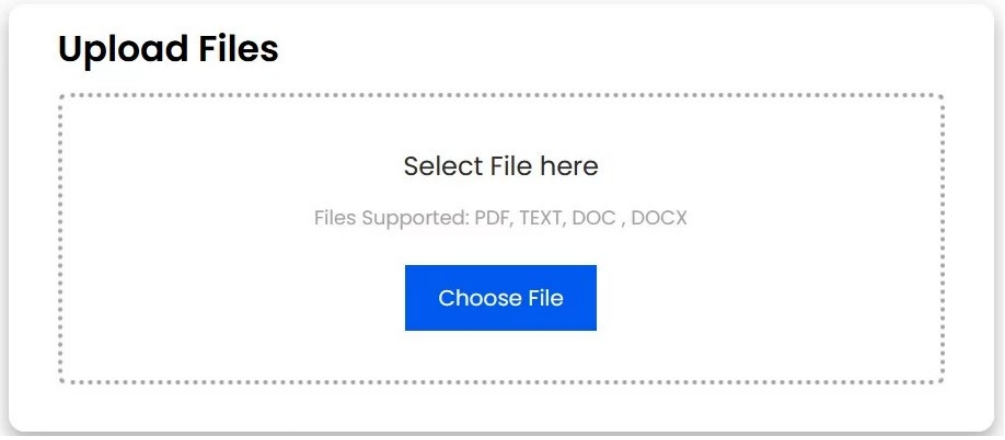
Upload Resume or CV*

If applying as a team, the team may submit a maximum of four resumes.



Professional References*

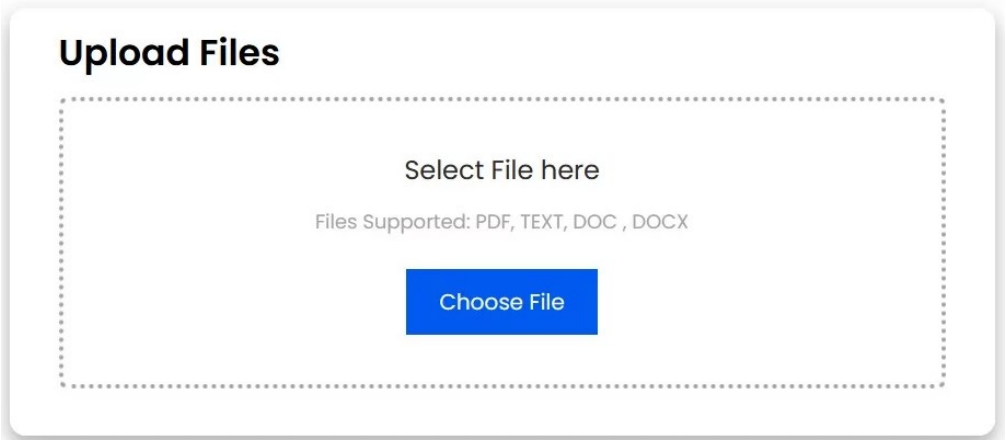
Include a list of three references related to similar projects with contact information (name, title, organization, mailing address, phone number, and email address) and a brief description of the relationship to the applicant.



Preliminary Proposal Details

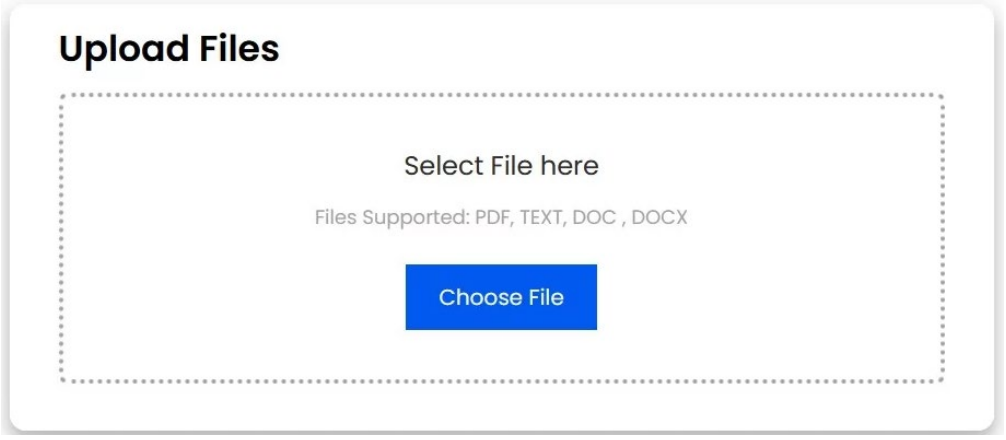
Brief Letter of Interest (Max. 500 words)*

Discuss your interest and an introduction to your work. Be sure to discuss the concepts/ideas you explore in your practice. Team applications should clearly describe the contribution of each collaborator.



Preliminary Concept*

Please provide at least one preliminary concept for the project (sketches, small renderings, etc...)

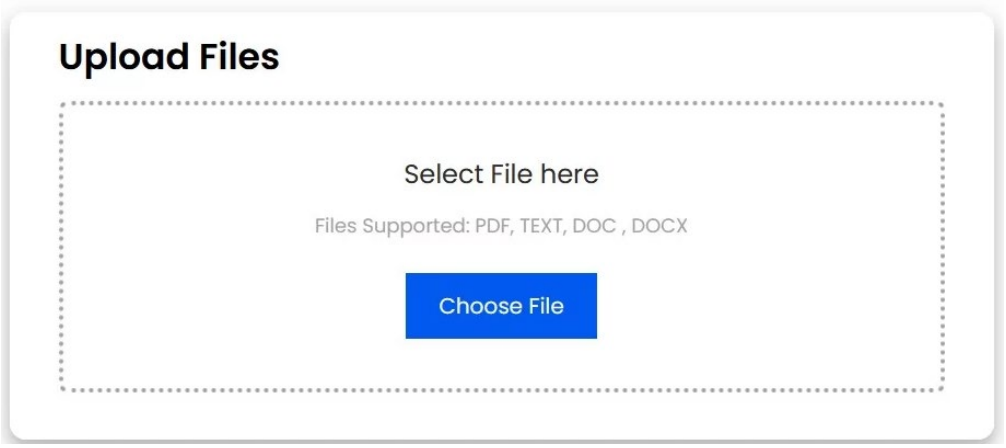


Preliminary Budget*

Estimate the total cost of the project.

Preliminary Timeline*

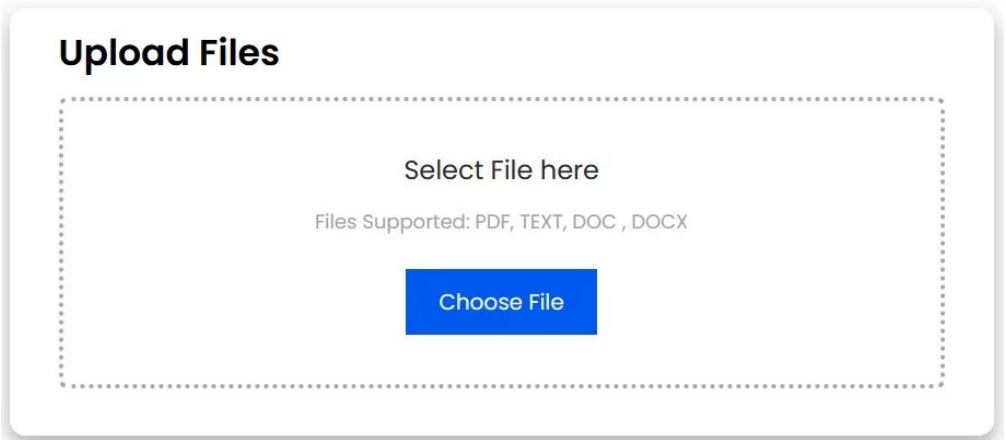
Estimate when you/your team could begin work on this project and how long it may take.



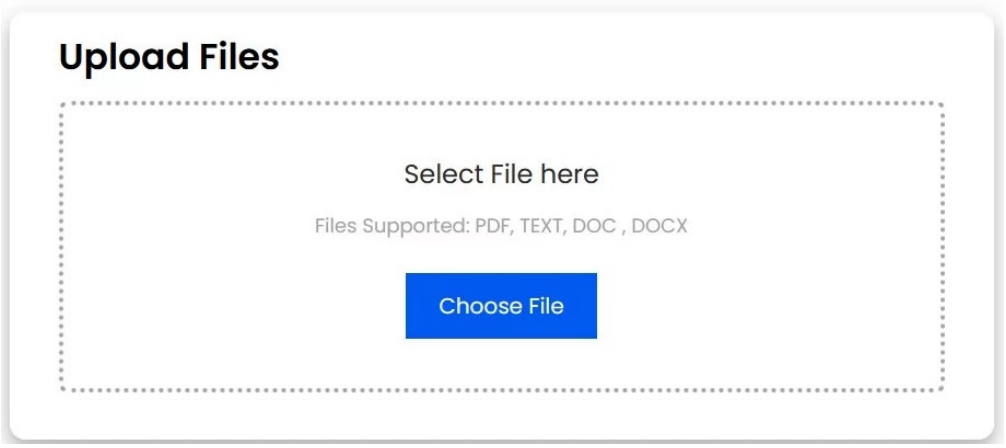
Past Work Samples

Please submit samples representative and descriptions of your recent sculpture work**.**

Work Sample Description List (10 separate projects max)*



Work Samples (10 separate projects max)*



****RFP Conclusion**

At the conclusion of this preliminary RFP deadline, a maximum of five finalists will be invited to present more developed design proposals to the selection committee. Final design proposals will include a detailed narrative; additional design images; a finalized budget; a schedule and workplace for the fabrication, transportation, and installation of the work; a conceptual layout; and information on quality standards in case of repairs. All applicants will be contacted with the committee's choices from Phase I by May 9th, 2025. Applicant finalists will be compensated $1,000 for their efforts.

SUBMIT

Son of a Son of a Sailor

A Hometown Memorial to Jimmy Buffett

Sculpture Project - Request for Proposals

Phase II

Project Description

The Mobile Arts Council is searching for an experienced artist or artist team to create a larger-than-life (7'0") realistic representation of Jimmy Buffett, including a pedestal, or if sitting, with a bench or low wall. This sculpture will be installed at The National Maritime Museum of the Gulf on the Mobile River. **Final proposals are due on Friday, June 13, by midnight.**

The committee is looking for a realistic representation of the quintessential Jimmy Buffett (circa 2010) for visitors and residents to capture selfies with. His happy-go-lucky nature, iconic guitar, and of course, his love of the water should be incorporated into the design. The committee asks that no parrot be placed upon his shoulder.

Keep this in mind:

"I never wanted to be a statue."
-Jimmy Buffett

The winner will be announced the week of June 30, 2025.
Finalists will be compensated $1,000 after submitting their final proposal.

Applicant Information
If applying on behalf of a group, please include the lead artist information below.

Name* (First Name, Last Name):

Age* (ex. 23)

Address*
Street Address:
City:
State/Province:
Postal Code:

Phone Number* (Mobile)

Email*

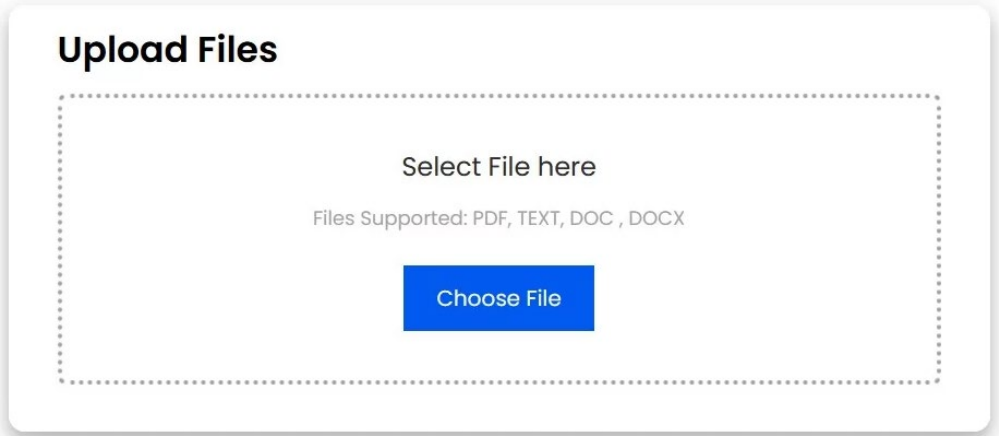
Name and Address for Artist Stipend Check*

Final Proposal Details

Final design proposals must include a detailed concept narrative; design images; a finalized budget; a schedule and workplace for the fabrication, transportation, and installation of the work; images of a preliminary maquette; and information on quality standards in case of repairs.

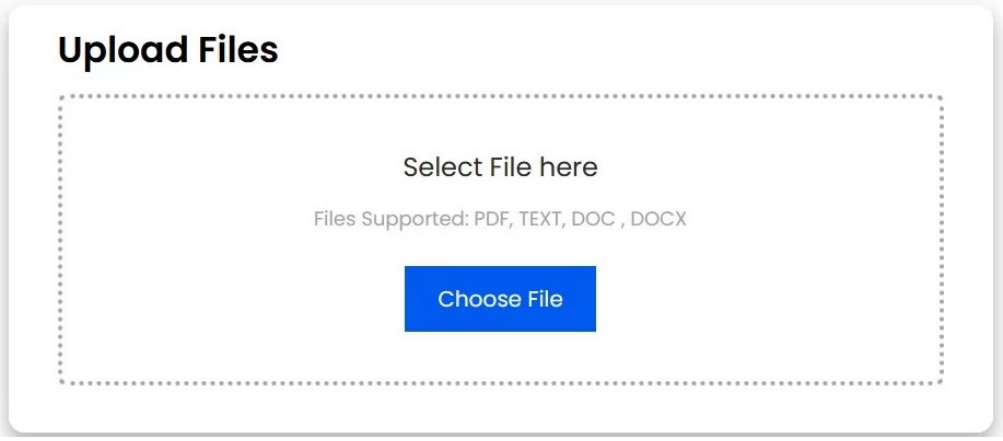
Upload Proposal Narrative*

Final design proposals must include a detailed concept narrative and information on quality standards in case of repairs.



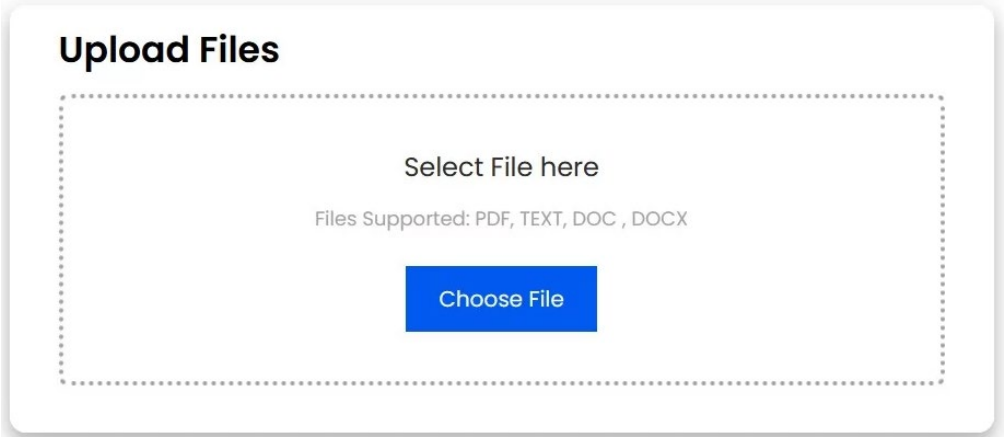
Upload Budget*

Include the budget to complete this project. Include all costs - such as delivery and installation.



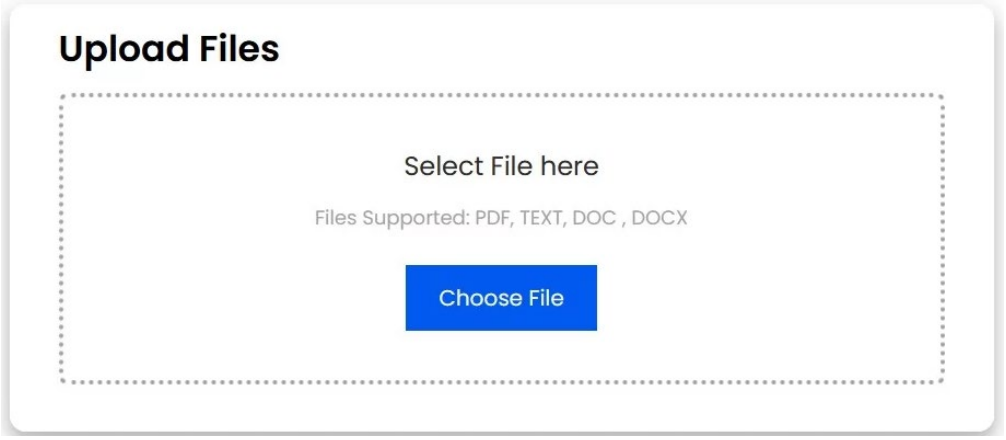
Upload Timeline*

Estimate how long it will take you/your team to complete the sculpture. Please include a schedule and workplace for the fabrication, transportation, and installation of the work. Final sculpture must be installed in August of 2026.



Upload Maquette Images*

Please include multiple images of a detailed, preliminary 3D maquette.



****RFP Conclusion**

Final design proposals must include a detailed concept narrative; design images (of each sculpture); a finalized budget; a schedule and workplace for the fabrication, transportation, and installation of the work; images of a preliminary maquette; and information on quality standards in case of repairs. Applicant finalists will be compensated $1,000 after submitting their proposals. If all of this is included in your proposal, please submit below. If you need to update your proposal after submitting, please contact amontgomery@mobilearts.org.

SUBMIT

Print This Page Reset

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Jimmy Buffett Memorial Statue

CAPITAL PROJECT # C1033 **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION Contract with Mobile Arts Council to manage the City selection of an artist to design/produce a bronze statue of Jimmy Buffett

CONTRACT AMOUNT $ 20,000.00

VENDOR NAME Mobile Arts Council

VENDOR NUMBER 134515

DEPT # 4020 **DEPT NAME** GulfQuest

CONTRACT ADMINISTRATOR Karen Poth

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** 10/14/2025

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: October 21, 2025

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Sandy Stimpson, Mayor

Purpose and Scope of Project:
To authorize the filing of application s with Federal Transit Administration

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 1861_001
2. JUSTIFICATION MEMO
3. FTA resolution

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

OFFICE OF THE MAYOR

CITY OF MOBILE
AUTHORIZING RESOLUTION

RESOLUTION No.:_____

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA), AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FTA.

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOBILE AS FOLLOWS:

1. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file application for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA) for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or other Federal statues authorizing a project administered by the Federal Transit Administration. THE CITY OF MOBILE is the Designated Recipient of the Federal Transit Administration Urbanized Area Formula Program authorized by 49 U.S.C. 5307(d)(1).
2. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements.
3. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE.

CERTIFICATION
The undersigned duly qualified City representatives, acting on behalf of the CITY OF MOBILE, certify that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council held on _____ month, _____day, _____year.

_____ _____
William S. Stimpson, Mayor Attest: City Clerk

JUSTIFICATION MEMO FOR
AUTHORIZING RESOLUTION

PROJECT NAME: TRANSIT SERVICE PROVIDER
PROJECT #: 5963

CONTRACT #: 5497
VENDOR NAME: PORT CITY TRANSIT, LLC
VENDOR #:299964

The attached resolution coincides with the above-mentioned current contract for transit provider services. With the disbanding of *The Wave* as the City's transportation entity, the role and responsibility of filing for annual federal assistance and grant awards will need to revert to the City of Mobile staff designee to perform moving forward. The responsibilities will include:

1) Execution and application submittal for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA);

2) Annual certification and assurances and filing of other documents and semi-annual reports the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements;

3) Execution of grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE

Without said approval and role reassignment per the attached document, which must be uploaded to the FTA digital portal, the City of Mobile will be ineligible for Federal Formula Funding and other federal assistance and/or grants.

Jacob Laurence
Finance Department Operations Manager

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA), AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FTA.

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award Federal financial assistance for transportation projects;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOBILE AS FOLLOWS:

1. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file application for Federal assistance on behalf of the CITY OF MOBILE with the Federal Transit Administration (FTA) for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or other Federal statues authorizing a project administered by the Federal Transit Administration. THE CITY OF MOBILE is the Designated Recipient of the Federal Transit Administration Urbanized Area Formula Program authorized by 49 U.S.C. 5307(d)(1).
2. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transit Administration requires before awarding Federal assistance grants or cooperative agreements.
3. The **Finance Department Operations Manager** of the City of Mobile is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the CITY OF MOBILE.

Adopted:

_____

City Clerk