



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, October 28, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Tom Heard, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

October 14 & 21, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Julio Mendez for a waiver of the Noise Ordinance at Herndon Sage Park on November 29 & 30, 2025, from 8:00 a.m. - 8:00 p.m. (District 1).

Request of Jonathan McConnell for a waiver of the Noise Ordinance at Springwood Drive, E. on November 7, 2025, from 5:00 p.m. - 9:00 p.m. (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Richard Johnson - speak in support of Phat Tuesday's Sports Bar.

William or Brenda Perryman - comments in support of revoking Phat Tuesday's business license.

11. 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).

64-054 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 Councilmembers Penn, Small, and Reynolds) (submitted by Paul Carbo, Council Attorney).

12. CIP RESOLUTIONS HELD OVER

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.).

13. CONSENT RESOLUTIONS HELD OVER

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).

14. RESOLUTIONS HELD OVER

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

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.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-1369 Appoint Robert Hope to the History Museum of Mobile Board (sponsored by Councilmember Gregory).

03-1370 Re-appoint Brenda Jackson to the Mobile Library Board (sponsored by Councilmember Carroll).

03-1371 Appoint Maxine Walters to Mobile Housing Authority Board (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

58-1372 Authorize removal of weeds, Group 1670.

60-1373 Approve award of special bonus to the Administrative Services Employee of the Month; Williamson (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-1374 Determine an appropriation to Family Counseling Center of Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1375 Determine an appropriation to Family Counseling Center serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1376 Determine an appropriation to U. J. Robinson Memorial Center serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1377 Determine an appropriation to Marching Cougars Band serves a public

purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1378 Determine an appropriation to Marching Cougars Band serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1379 Determine an appropriation to Marching Cougars Band serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1380 Determine an appropriation to The Child Advocacy Center, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

37-1393 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to El Jefe House of Cigar; 1621 Virginia St. (sponsored by Councilmember Carroll).

60-1393 Adopt the "Iconic M" as the official logo of the City of Mobile (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory).

60-1394 Adopt "Born to Celebrate" as the official slogan of the City of Mobile (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory).

16. RESOLUTIONS BEING INTRODUCED

08-1381 Approve purchase order to Beard Equipment Company for 2 mowers for Parks Department; \$56,728.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1382 Approve purchase order to SHI International Corp. for subscription for Adobe Acrobat Pro and Creative Cloud software licenses; \$114,317.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1383 Approve purchase order to Software Company for annual subscription renewal for crime investigation software for Gulf Coast Technology Center; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1384 Approve purchase order to Spire, LLC for marketing services for Events

Department; \$48,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1385 Create new capital account Mobile Arena Furniture, Fixtures, and Equipment and transfer funds from the General Fund Operating Account into the new account; \$11,809,498.00 (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

21-1386 Authorize Contract with RGLG, Inc., d/b/a Service Master Services, for janitorial services at various City locations; \$311,988.00 per year (sponsored by Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1387 Authorize contract with Star Service, Inc. of Mobile for HVAC maintenance and repair at the Mobile Alabama Cruise Terminal; \$95,970.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1388 Authorize Contract with Touchdown Cleaning Services, Inc. for carpet cleaning at the Mobile Alabama Cruise Terminal; \$85,230.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

17. CALL FOR PUBLIC HEARINGS

41-1389 Call for public hearing to consider the proposed rezoning of property located at 2243, 2245, 2345, and 2509 Halls Mill Road from B-3 to B-5 (scheduled for December 2, 2025) (District 3).

41-1390 Call for public hearing to consider an ordinance to amend Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (scheduled for December 2, 2025).

41-1391 Call for public hearing to consider the proposed Conditional Use Permit for property located at 2574 and 2664 Sollie Road to allow expansion of a religious facility in an R-1 (scheduled for December 2, 2025) (District 6).

41-1392 Call for public hearing to consider the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service (scheduled for November 12, 2025).

18. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Julio Mendez

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-767-9790

Organization (if applicable) USAMATEUR SPORTS INC.

Mailing Address of Applicant 85 Border Cir. E. Mobile, AL. 36608

Telephone No. 251-767-9790 E-mail address mendezj@atlanticalinsulation.com

Location or address of event where amplification will be used:

Herndon Sage Park. 2900 Dauphin St. Mobile, AL. 36607

Date of Event: 11/29 and 30, 2025 Starting Time: 8:00AM Ending Time 8:00PM

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

Type of Event: Soccer Tournament

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



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Name of Applicant: Jonathan McConnell

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (334)524-6763

Organization (if applicable) _____

Mailing Address of Applicant 331 Brawood Drive, Mobile, AL 36608

Telephone No. (334)524-6763 E-mail address jmcconnell@meridian.us

Location or address of event where amplification will be used:

Springwood Dr E, Mobile, AL, USA

Date of Event: 11/07/25 Starting Time: 5pm Ending Time 9pm

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

Type of Event: Neighborhood Street Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



CITY CLERK DEPARTMENT

25 OCT 22 PM 9:26

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: Richard Johnson Date: 10-22-25

Address: 1608 St. Stephen Rd.

Phone: 251-648-6522 Email: _____

Date to Address City Council: 10-28-25

Subject and/or specific questions (must complete):

owner
Phattuesdays Sports BAR - to
speak in support of his business remaining
open.

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

It's on the Agenda

Signature: [Signature]



CITY CLERK DEPARTMENT

2025 OCT 23 PM 12:24

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

Your comments will be limited to three (3) minutes

Name: William OR Belinda Perryman Date: 10.23.2025

Address: 309 Dunbar Street

Phone: 251-545-1117 Email: _____

Date to Address City Council: 10.28.2025

Subject and/or specific questions (must complete):

Coming to hearing and addressing to
big list of 1608.

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

Because you guys have put this case
of for nearly 1 1/2 mo. which is a at
far to the community that since I really
helped the Clerk.

Signature: Belinda Perryman



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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:

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- (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:

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- (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

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- 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.

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- (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.

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- (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 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 32 AND 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 synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 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 32 AND 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
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.

ZON-STR-003382-2025 2316 Hillwood Drive West
August 25, 2025

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

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
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

Page 1 of 1

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 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.

Approximate Edge of Water

DOG RIVER

NORTH

Scale: 1" = 100'

Date: June 12, 2025







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.

If application fees are paid **by noon on June 16, 2025**, the application will be scheduled for the **July 17, 2025** Planning Commission agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

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

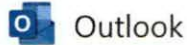
Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



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



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

BUILD MOBILE

dlogananderson@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





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.

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IMPORTANT

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

Regards,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main



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

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dlogananderson@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

1.5 acres

Property Address

Property Area (acres or square feet)

R023204350003056.000

Parcel Number(s) or Key Number(s)

Low Density Residential, District 3

N/A

Present Zoning or Transect District

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 1/2" 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).

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

Drafted March 2025

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.

B. J. H.
Owner Signature

6/17/25
Date

B. J. H.
Applicant or Agent Signature (if applicable)

6/17/25
Date

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

B. J. H.

Ke
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.

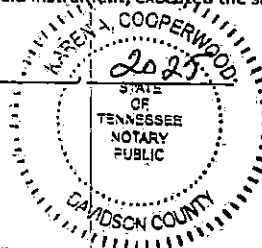
Given under my hand and seal on this 7th day of June

Notary Public

Karen A. Cooperwood

My Commission Expires

My Commission Expires
January 24, 2028



Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Drafted March 2025

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 | ☒ Neighborhood Meeting Documentation |
| ☒ Conditional Use Permit – Short Term Rentals | ☒ Site Plan |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | ☒ Fees |
| ☒ Mailing Labels | |

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

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Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Dated: March 2025

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.

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Drafted March 2015

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?

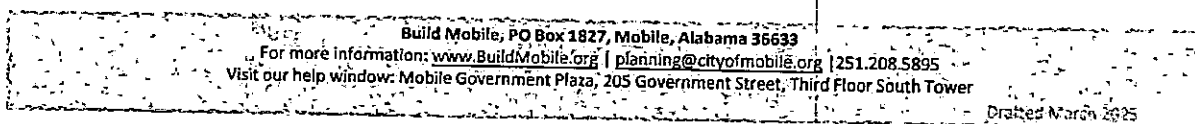
I presented an overview on the reason for the meeting, the intentions for the conditional use permit, the property location, intended business goals and contact information for any future issues.

3. What concerns were raised during the meeting?

Out of all attendees there were two concerns brought up from two residents in the neighborhood. One neighbor brought up an 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.





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



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

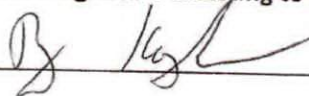
Neighborhood Meeting Location: Parkway Branch - Mobile Public Library
1924 Dauphin Island Pkwy - B Mobile, AL 36605

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 or 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 Ba [Signature] Date: 5/23/25

Please Sign In:

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

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

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

Name: Jamie Lanier Email: JAMIESELLS@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: PEARCEINA@AOL.COM
Address: 2320 W. HILLWOOD DR Phone: 706-366-3806

Name: David Blanchard Email: dph.blanchard@comcast.net
Address: 2308 Eken Sr. Mobile, AL 36605 Phone: (251) 234-2663

Name: Anthony Bonifacio Email: _____
Address: 2523 Davis Dr 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: Portway 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 went 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.

Danica & Neil - The neighbors at 2320 W Hillwood Dr showed
up to discuss arriving guest accidentally 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)

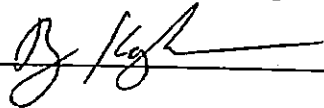
David and his guest were the last to arrive. They were confused about the letter and thought they were required to show up. They had no questions or comments in regards to the permit.

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

Page 2 of 2

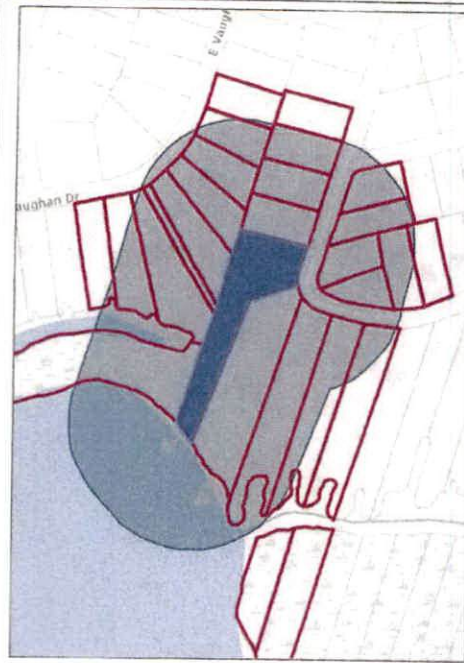
Neighborhood Meeting Checklist:

- ✓ 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 or 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)

KEY#	PARCEL	NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1008741	R023204350003055.000	SCOTT ALFRED L & TANYA					
9048543	R023204350003063.001	VROCHER MICHAEL & MELISSA VROCHER	2308 W HILLWOOD DR		MOBILE	AL	36605
1008949	R023204350003063.000	ANTHONY JOHN LEONARD	2403 VAUGHAN DR S		MOBILE	AL	36605
1008868	R023204350003068.000	GEORGE ASHLEY	2401 S VAUGHN DR		MOBILE	AL	36605
1010294	R023204350004021.000	PEARCE NEILA	2241 E VAUGHAN DR		MOBILE	AL	36605
1008750	R023204350003056.000	R & P INVESTING LLC	2320 W HILLWOOD DR		MOBILE	AL	36605
1510360	R023204350003094.000	TONSMEIRE ARTHUR C III C/O THE STALLINGS GROUP	710 E CAMPBELL RD		MADISON	TN	37115
1010293	R023204350004023.000	REESE LAND & TIMBER LLC	6 S SUMMIT ST		FAIRHOPE	AL	36532
1772328	R023204350003064.001	TONSMEIRE ARTHUR C III C/O TONSMEIRE PROPERTIES	1209 GOVERNMENT ST		MOBILE	AL	36604
1010275	R023204350004020.000	EDGEWOOD PARK COMMUNITY HSE	8 S SUMMIT ST		FAIRHOPE	AL	36532
1010300	R023204350004027.000	ASH PROPERTIES LLP	2400 E HILLWOOD DR		MOBILE	AL	36605
1008987	R023204350003067.000	MAHARAJ RAPHAEL A & BETTY JO	800 HILLCREST RD STE B		MOBILE	AL	36605
1000946	R023204350003175.000	THOMPSON ANTHONY	2237 E VAUGHAN DR		MOBILE	AL	36605
1010319	R023204350004028.000	ABRAHAM & ISAAC INC	3022 BAY FRONT RD		MOBILE	AL	36605
1008732	R023204350003064.000	LIGHTHOUSE HOMES & PROPERTIES LLC	800 HILLCREST RD STE B		MOBILE	AL	36605
1008966	R023204350003176.000	SHADY ACRES RENTAL HOUSES L.L.C	PO BOX 86		MOUNTAINVILLE	NY	10853
1010286	R023204350004019.000	RICHARDSON MARK A & ALISON S	2510 OLD MILITARY RD		MOBILE	AL	36605
1008921	R023204350003063.000	BRACKNELL BRIAN L & KIMBERLY WISE BRACKNELL	800 HILLCREST RD STE B		MOBILE	AL	36605
1008870	R023204350003068.000	LOWE DONALD ANDREW	2405 S VAUGHN DR		MOBILE	AL	36605
1010329	R023204350004028.01	ASH PROPERTIES LLP	2239 VAUGHAN DRIVE E		MOBILE	AL	36605
1008723	R023204350003053.000	LALA LLC	2335 S HILLWOOD DR		MOBILE	AL	36605
1010227	R023204350004018.000	RICHARDSON MARK A & ALISON S	3751 CONWAY DR S		MOBILE	AL	36605
1008912	R023204350003082.000	LEWIS FLOYD M & CATHERINE M LEWIS	800 HILLCREST RD STE B		MOBILE	AL	36605
1010337	R023204350004028.000	CAIDENAS DEELCKSE	2407 S VAUGHN DR		MOBILE	AL	36605
1008985	R023204350003068.000	SMITH LAVERNE P	2324 S HILLWOOD DR		MOBILE	AL	36605
1008714	R023204350003052.000	TALLEY PATRICK E	1192 W DOMINION DR		MOBILE	AL	36605
		Planning & Zoning	2258 W HILLWOOD DR		MOBILE	AL	36605
		YORK MARIE	205 Government St 3rd Floor, South Tower		MOBILE	AL	36605
		CITY OF MOBILE OFFICE OF CITY ATTORNEY C.J. SMALL	205 Government St 3rd Floor, South Tower		MOBILE	AL	36605
			PO BOX 1827		MOBILE	AL	36603-1827

Near Me Report



ADDRESS Mobile City Limits Property

Property Owner List | Total count: 26

#	KEYS	PARCEL	NAME
1	01006741	R023040000000000000	SCOTT ALFRED L & SANYA
2	02048543	R023040000000000001	WROCHER MICHAEL & MELISSA
3	01006649	R023040000000000005	ANTHONY JOHN LEONARD
4	01006658	R023040000000000006	GEORGE ADAMLEY
5	01006654	R023040000000000007	PEARCE NEILA
6	01006750	R023040000000000008	R & P INVESTING LLC
7	09510280	R023040000000000004	TONKEMERE ARTHUR C II CO THE
8	01006660	R023040000000000003	WILLIAMS GROUP
9	01772205	R023040000000000004	WISSE LAND & TIMBER LLC
10	01006715	R023040000000000000	TONKEMERE ARTHUR C II CO
11	01006700	R023040000000000002	TONKEMERE PROPERTIES
12	01006667	R023040000000000007	EDGEMOOD PARK COMMUNITY HOE
13	01006646	R023040000000000005	ASH PROPERTIES LLP
14	01006619	R023040000000000008	MAHARAJA RAPHAEL A & BETTY JO
15	01006732	R023040000000000004	THOMPSON ANTONY
16	01006645	R023040000000000003	ABRAHAM & ISAAC INC
17	01006666	R023040000000000004	LEIGH-HOUSE HOMES & PROPERTIES
18	01006621	R023040000000000005	LLC
19	01006678	R023040000000000006	SHROY ACRES RENTAL HOUSES L
20	01006629	R023040000000000007	C
21	01006723	R023040000000000008	RICHARDSON MARK A & ALISON B
22	01006727	R023040000000000009	BRADSHAW BRIAN L & KIMBERLY
23	01006712	R023040000000000010	WARR SPACKELL
24	01006737	R023040000000000011	LOVE DONALD ANTHONY
25	01006744	R023040000000000012	ASH PROPERTIES LLP
26	01006751	R023040000000000013	LALA LLC
27	01006752	R023040000000000014	RICHARDSON MARK A & ALISON B
28	01006753	R023040000000000015	LEWIS FLOYD M & CATHERINE M
29	01006754	R023040000000000016	L DAVIS
30	01006755	R023040000000000017	CARDENAS DELCOUR
31	01006756	R023040000000000018	SMITH LAUREN P
32	01006757	R023040000000000019	TALLEY PATRICK E

#	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1	2408 W HILLWOOD DR	No data	MOBILE	AL	36605
2	2402 W HILLWOOD DR S	No data	MOBILE	AL	36605
3	2401 S VALUHAN DR	No data	MOBILE	AL	36605
4	2401 S VALUHAN DR	No data	MOBILE	AL	36605
5	2400 W HILLWOOD DR	No data	MOBILE	AL	36605
6	710 E CAMPBELL RD	No data	MOBILE	AL	36605
7	8 S SUNSET ST	No data	MOBILE	AL	36605
8	1206 GOVERNMENT ST	No data	MOBILE	AL	36604
9	8 S SUNSET ST	No data	MOBILE	AL	36605
10	2402 S HILLWOOD DR	No data	MOBILE	AL	36605
11	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
12	2237 S VALUHAN DR	No data	MOBILE	AL	36605
13	3602 RAY FRONT RD	No data	MOBILE	AL	36605
14	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
15	PO BOX 81	No data	MOBILE	AL	36605
16	2510 OLD MILITARY RD	No data	MOBILE	AL	36605
17	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
18	2408 S VALUHAN DR	No data	MOBILE	AL	36605
19	2208 W HILLWOOD DR	No data	MOBILE	AL	36605
20	2800 S HILLWOOD DR	No data	MOBILE	AL	36605
21	3751 CONWAY DR S	No data	MOBILE	AL	36605
22	800 HILLCREST RD STE B	No data	MOBILE	AL	36605
23	2402 S VALUHAN DR	No data	MOBILE	AL	36605
24	2204 S HILLWOOD DR	No data	MOBILE	AL	36605
25	1702 W CONNOR DR	No data	MOBILE	AL	36605
26	2208 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

Page 1 of 1

NAME
MAIL_ADDR1
MAIL_CITY MAIL_STATE MAIL_ZIP

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

VROCHER MICHAEL & MELISSA
2403 VAUGHAN 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

ALA 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

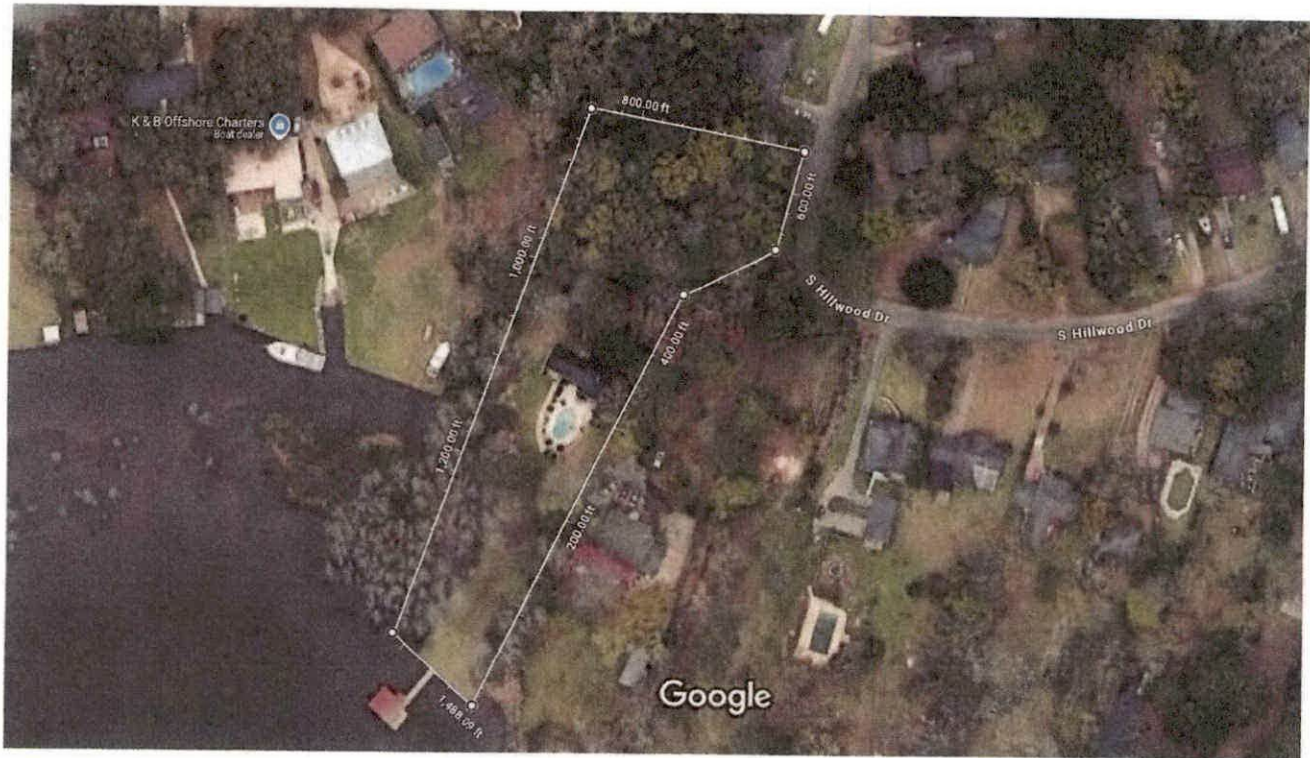
SMITH LAVERNE P
1192 W DOMINON DR
MOBILE AL 36695

TALLEY PATRICK E
2258 W HILLWOOD DR
MOBILE AL 36605

ORK 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

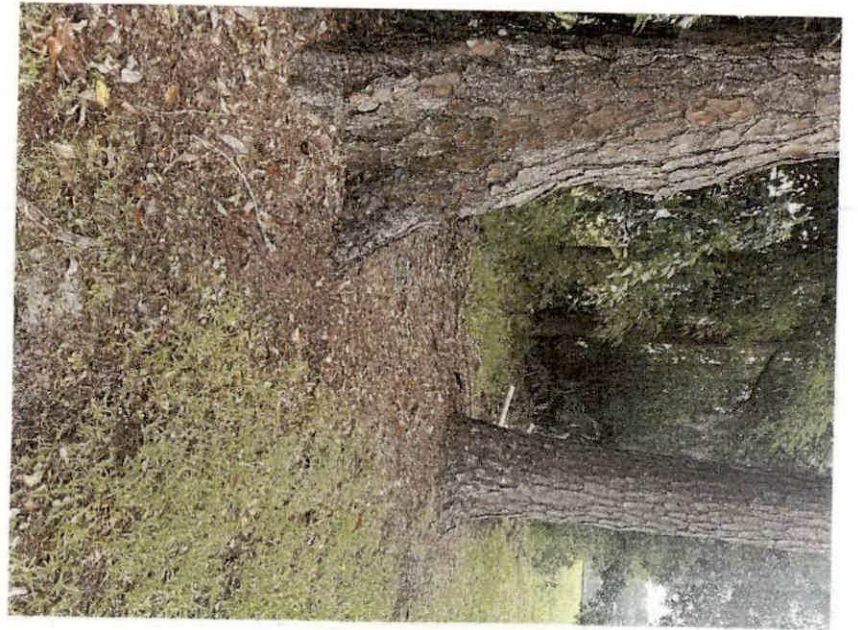


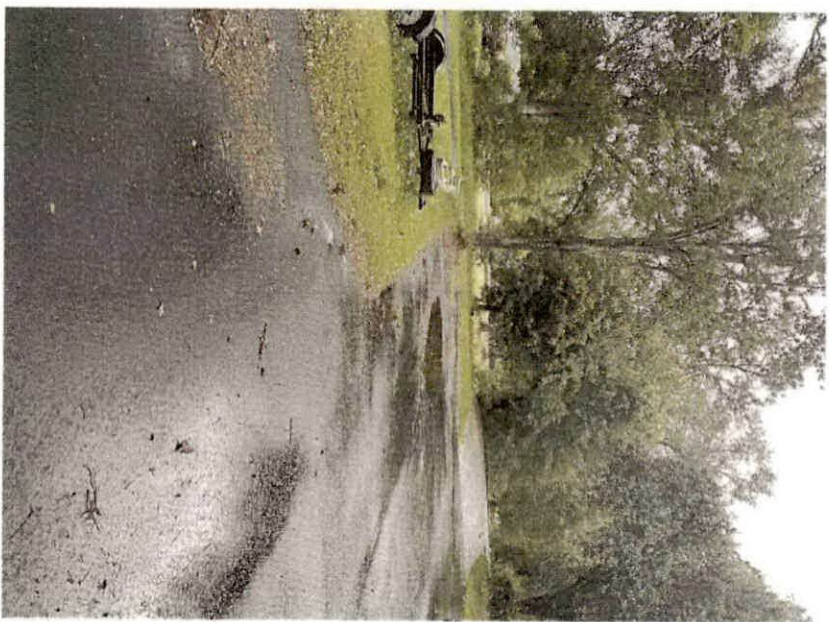
Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

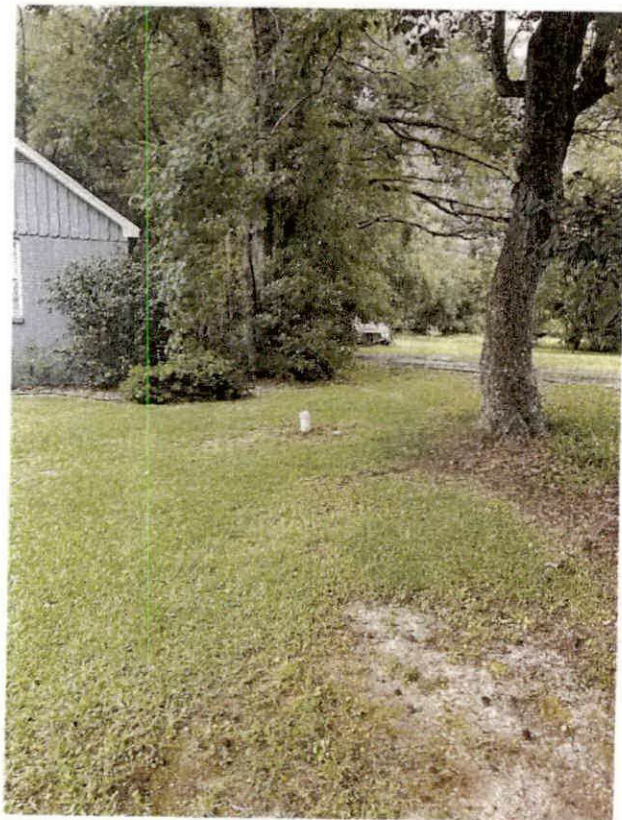
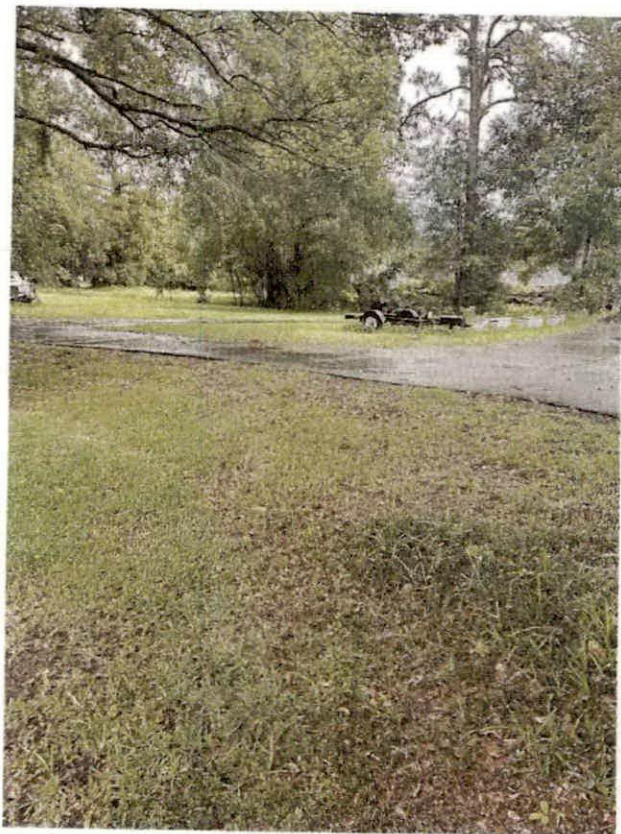
Measure distance

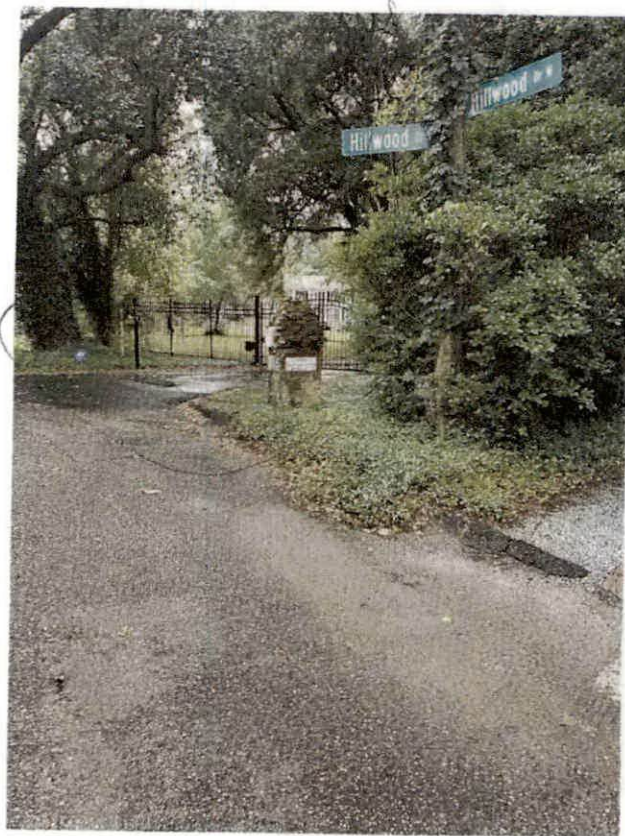
Total area: 80,770.79 ft² (7,503.85 m²)

Total distance: 1,488.09 ft (453.57 m)









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

37884 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

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


RYAN KOZLOWSKI
 MEMBER

5-3-23

Date
 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 liability, 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.

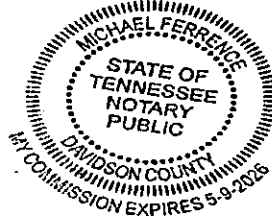
Given under my hand this 3rd day of May, 2023

[Signature]
Notary Public

Notary Public Name

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 32 and 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.

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 32 and 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.



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,

A large, handwritten signature in black ink, appearing to read 'Marcie Bell', written over a horizontal line.

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.

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:		
Phone:		
Email:		
Address:		

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	1.5 acres
Property Address R023204350003056.000	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) Low Density Residential, District 3	N/A
Present Zoning or Transect District	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 1/2" 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).

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Drafted March 30, 2015

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.

B. H.
Owner Signature

6/17/25
Date

B. H.
Applicant or Agent Signature (If applicable)

6/17/25
Date

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

B. H.

Ke
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.

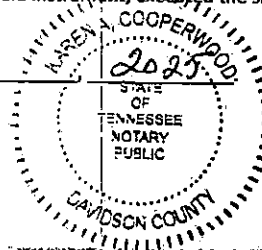
Given under my hand and seal on this 7th day of June

Notary Public

Karen A. Cooperwood

My Commission Expires

My Commission Expires
January 24, 2028



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Dated March 2025

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 | ☒ Neighborhood Meeting Documentation |
| ☒ Conditional Use Permit – Short Term Rentals | ☒ Site Plan |
| ☒ Traffic Impact Studies, as prescribed by the Traffic Engineer | ☒ Fees |
| ☒ Mailing Labels | |

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

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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.

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Drafted March 2025

NEIGHBORHOOD MEETING DOCUMENTATION

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

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 there were two concerns brought up from two residents in the neighborhood. One neighbor brought up an 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.

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Drafted March 2025



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 _____

Date _____ Owner _____
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

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 A & ALISON
800 HILLCREST RD STE 6
MOBILE AL 36695

BRACKNELL BRIAN L & KIMBERLY
WISE BRACKNELL
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 A & ALISON
S
800 HILLCREST RD STE 6
MOBILE AL 36695

LEWIS FLOYD M & CATHERINE M
LEWIS
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

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



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		
			 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:

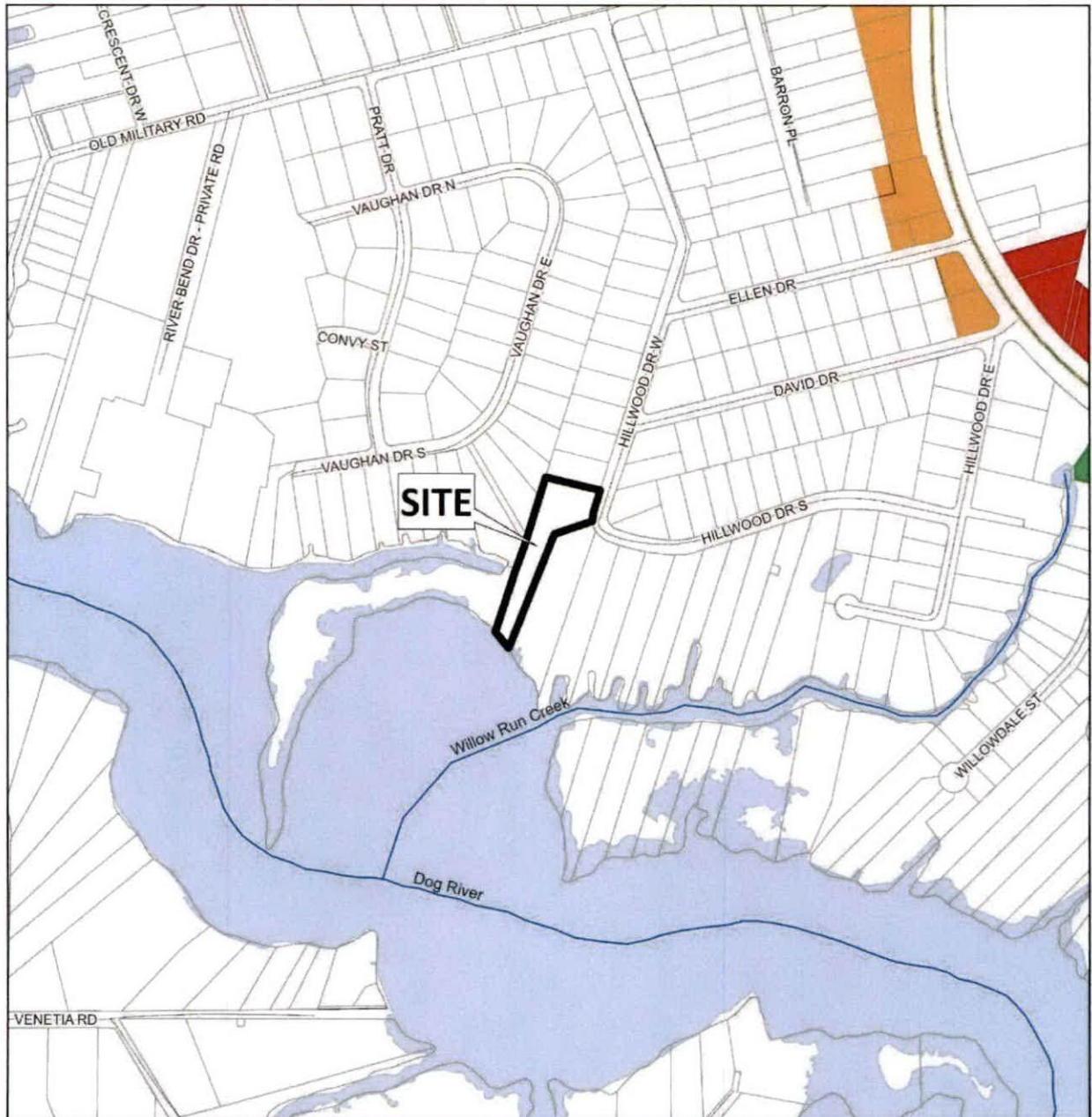
1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding 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



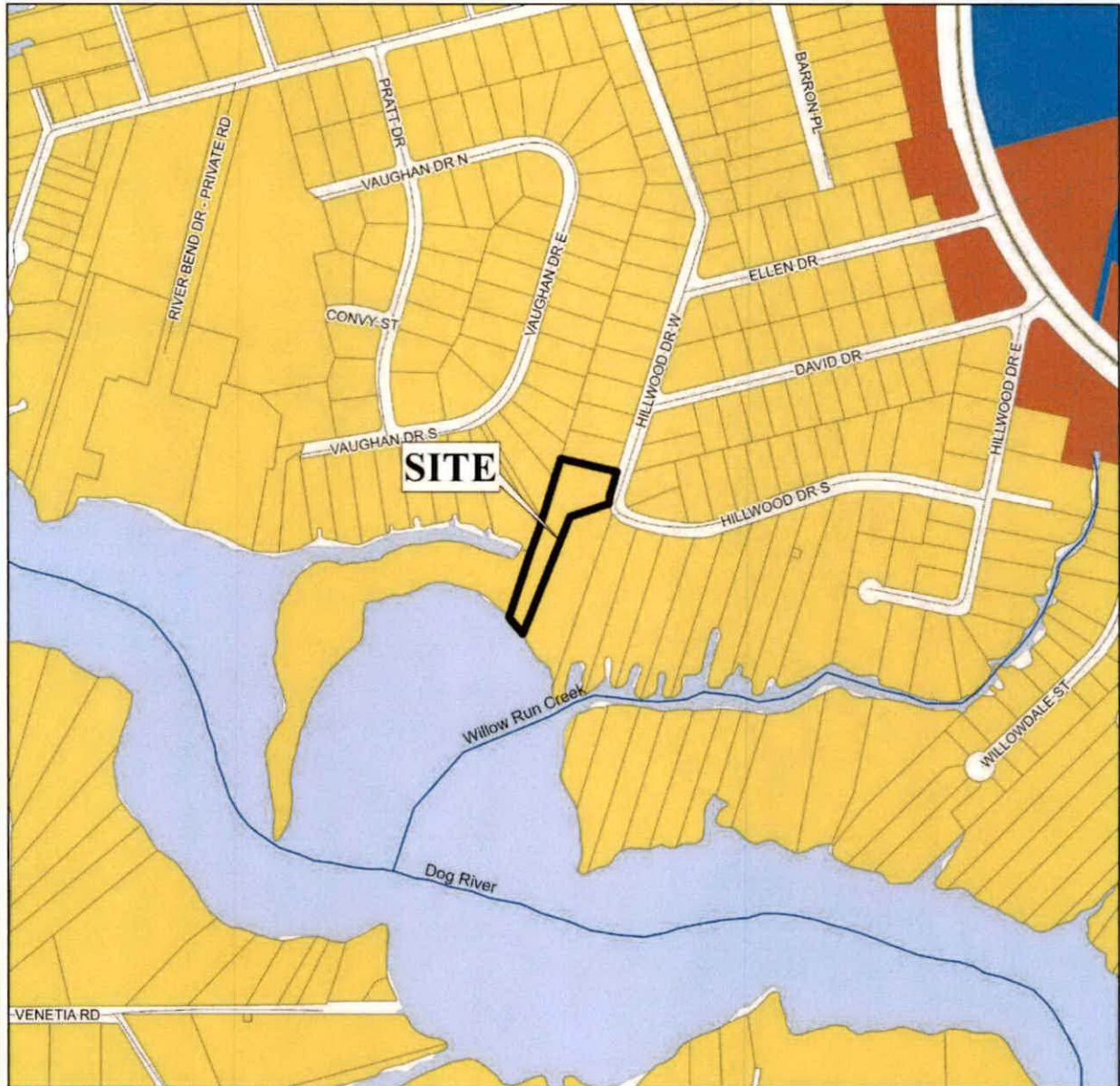
APPLICATION NUMBER 1 DATE August 21, 2025

APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE August 21, 2025

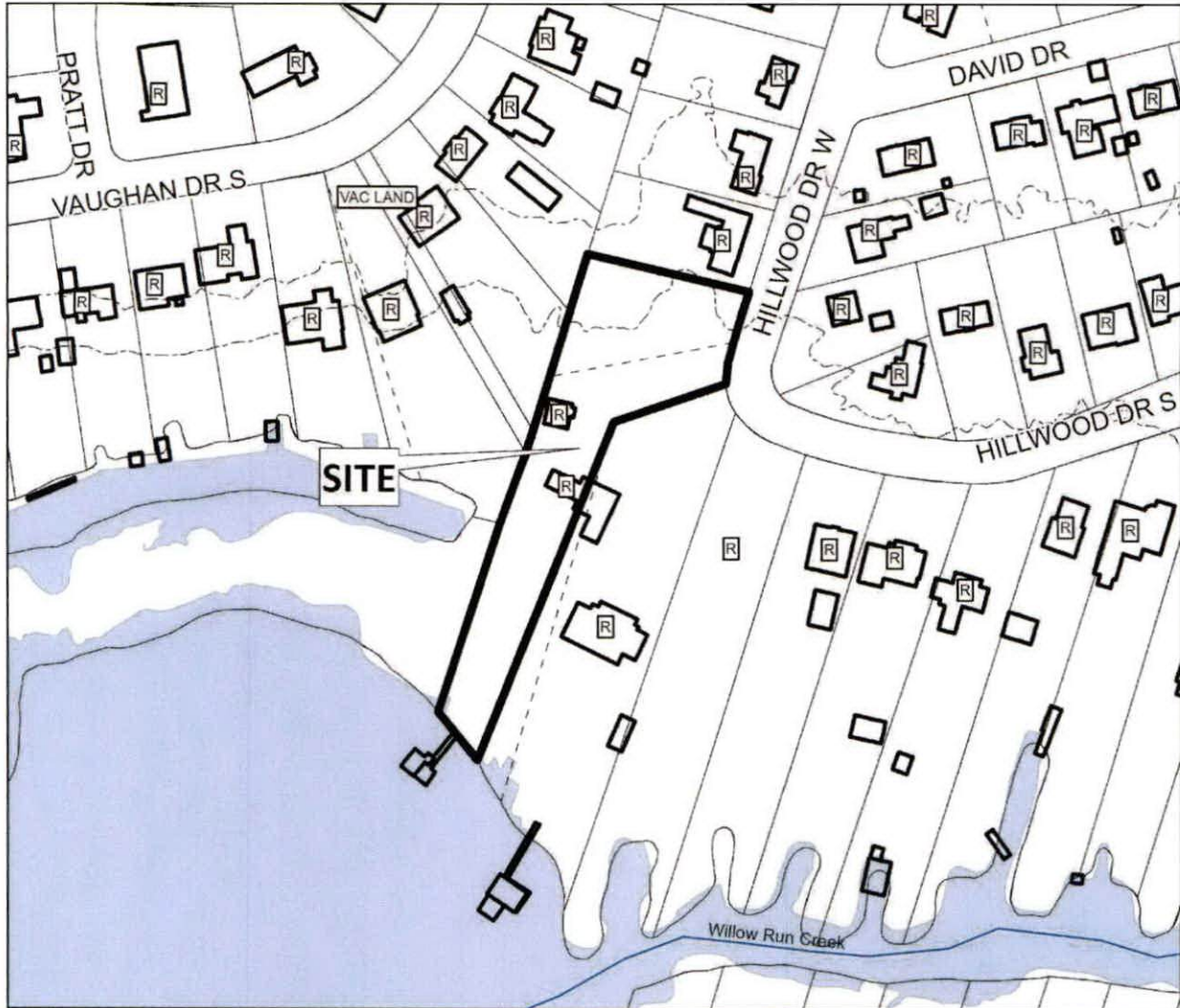
APPLICANT Ryan Kozlowski, R&P Investing, LLC

REQUEST Conditional Use Permit STR

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE August 21, 2025

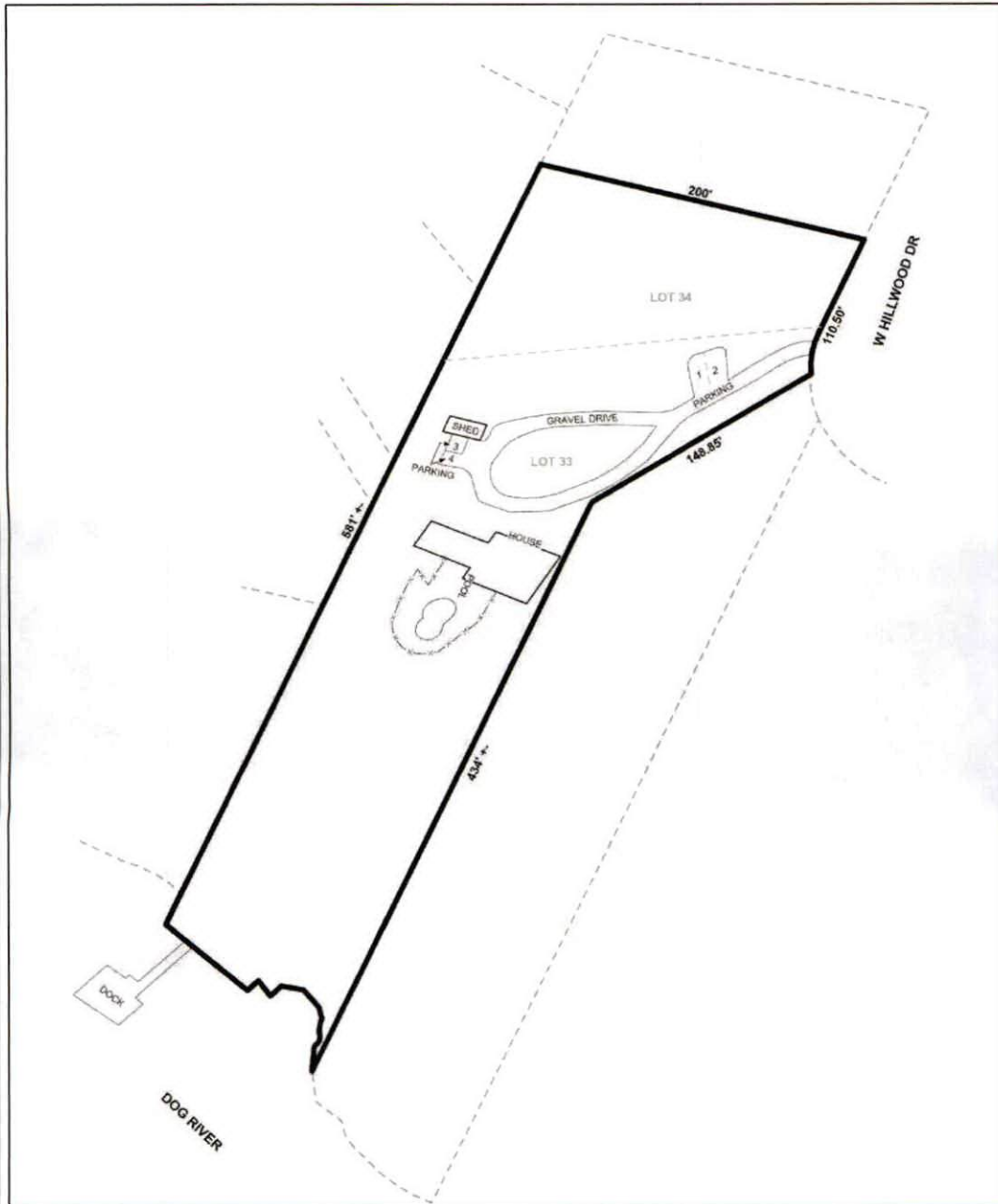
APPLICANT Ryan Kozlowski, R&P Investing, LLC

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	



SITE PLAN



The site plan illustrates existing buildings, pool and dock.

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

DETAIL SITE PLAN



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



DETAIL SITE PLAN



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



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

Zoning District Correspondence Matrix

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

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		



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:

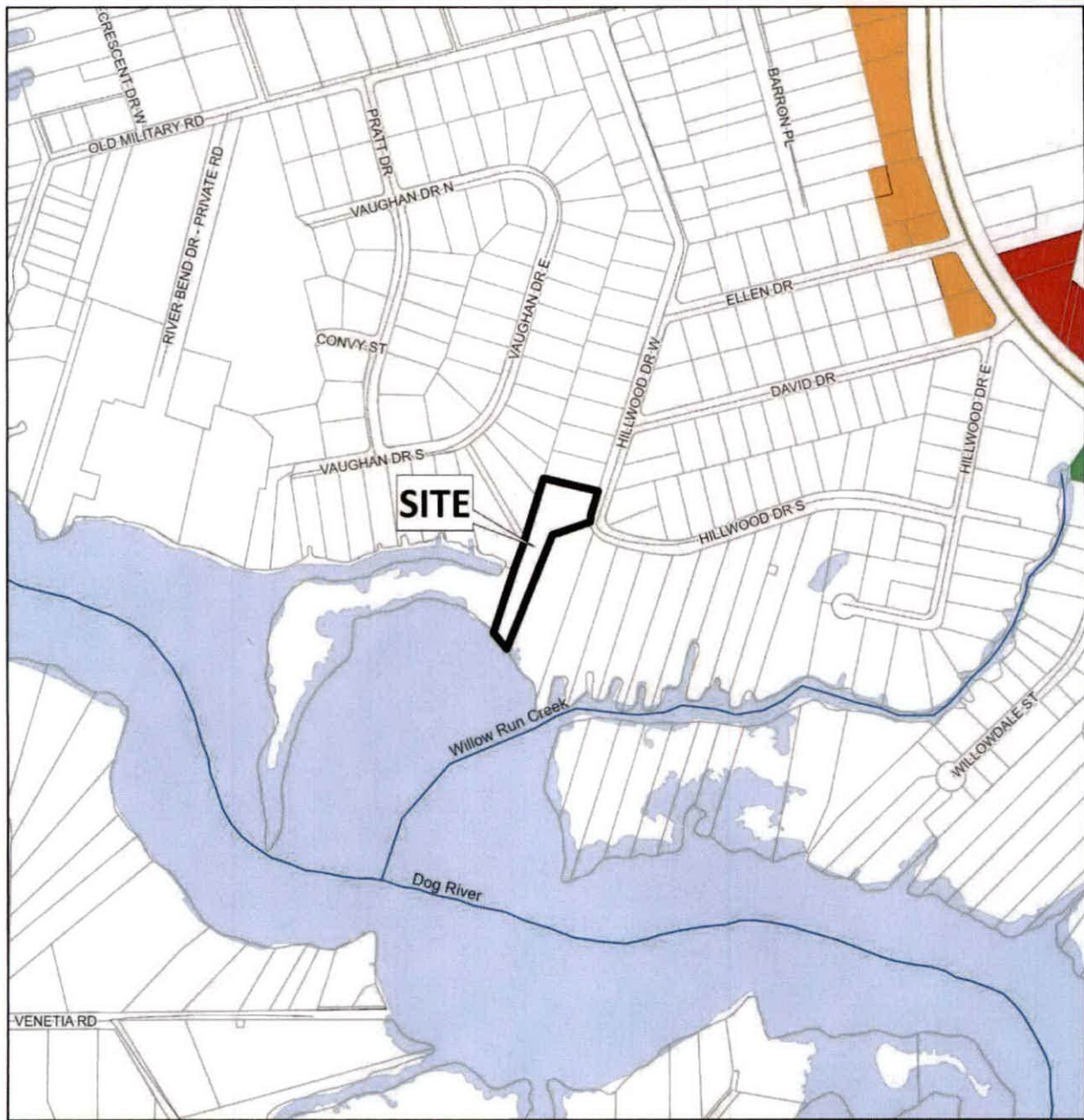
1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding 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.

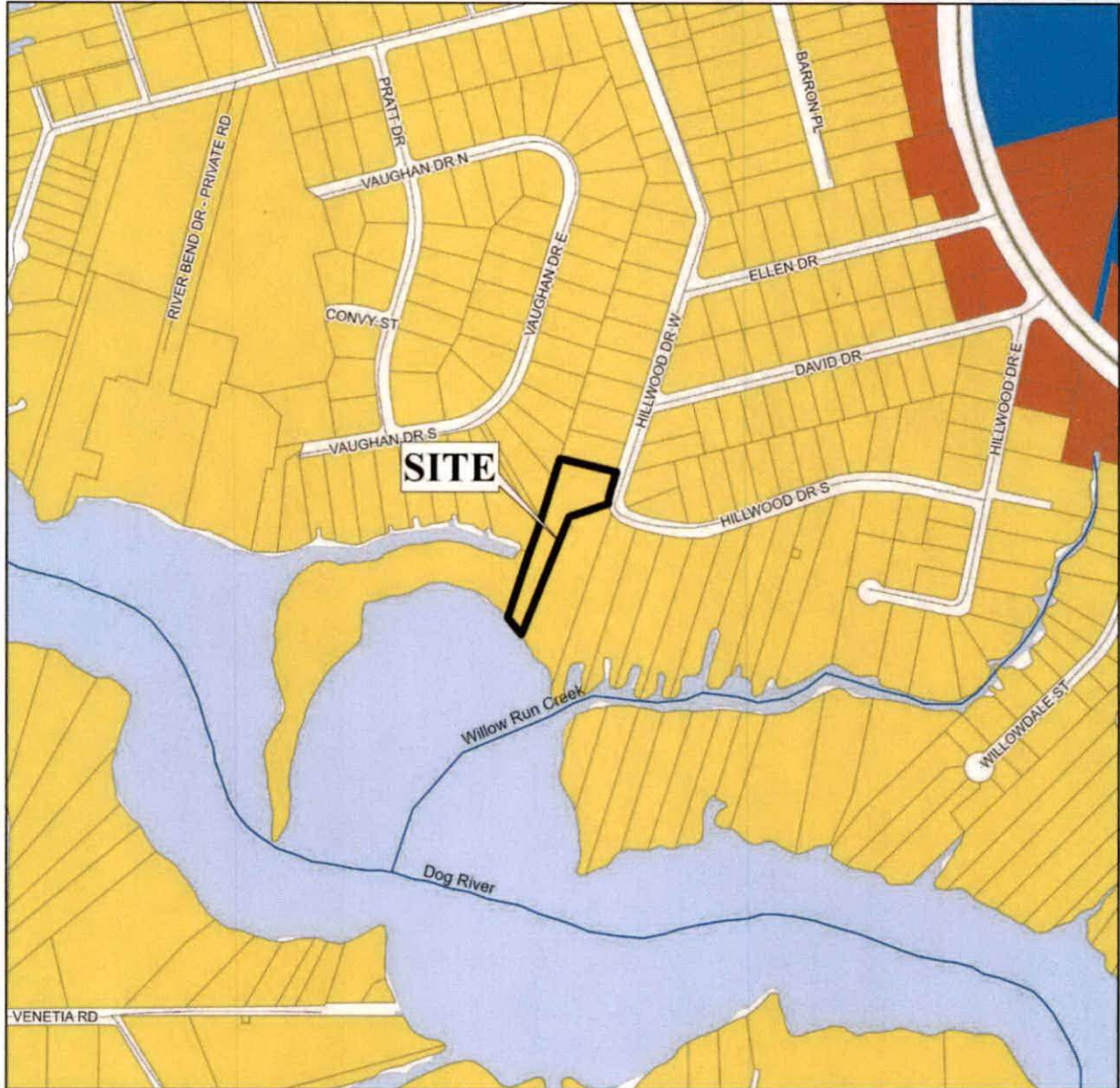
LOCATOR ZONING MAP



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



FLUM LOCATOR MAP



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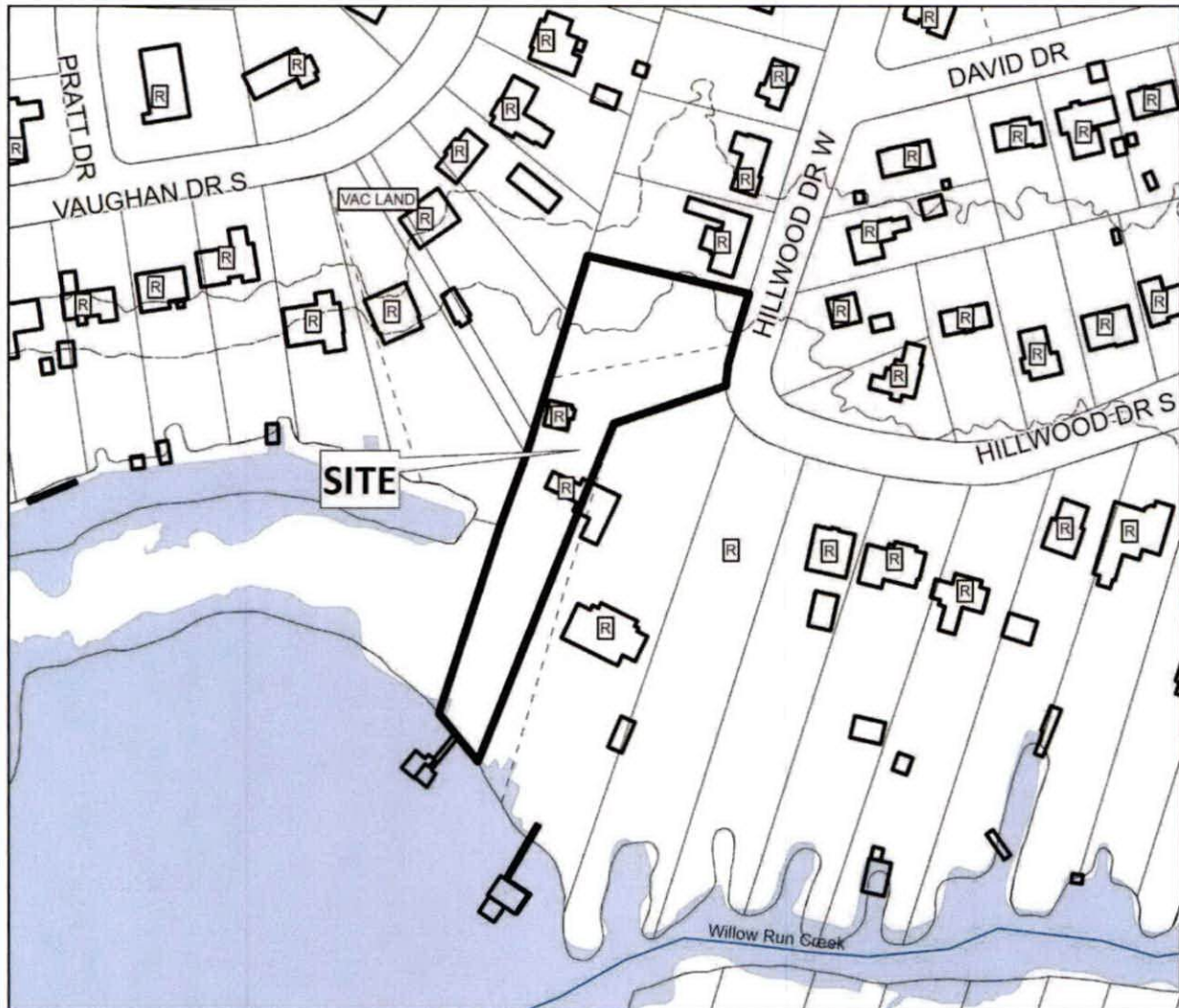
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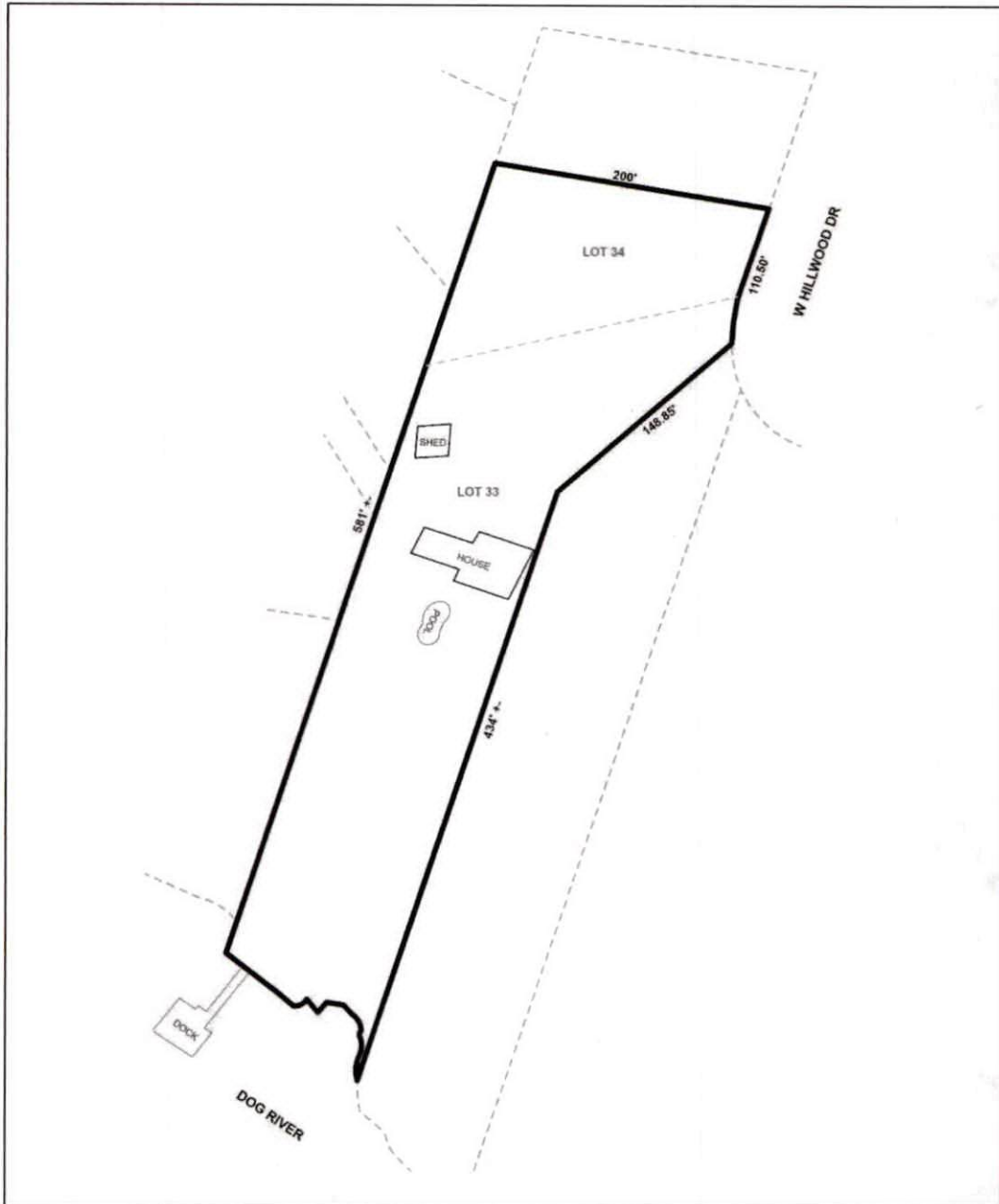
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SITE PLAN



The site plan illustrates existing buildings, pool and dock.

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APPLICANT	Ryan Kozlowski, R&P Investing, LLC			
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ZONING DISTRICT CORRESPONDENCE MATRIX															
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RESIDENTIAL - AG	R-A												□		
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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 synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 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 shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

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.

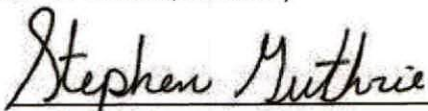
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

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.

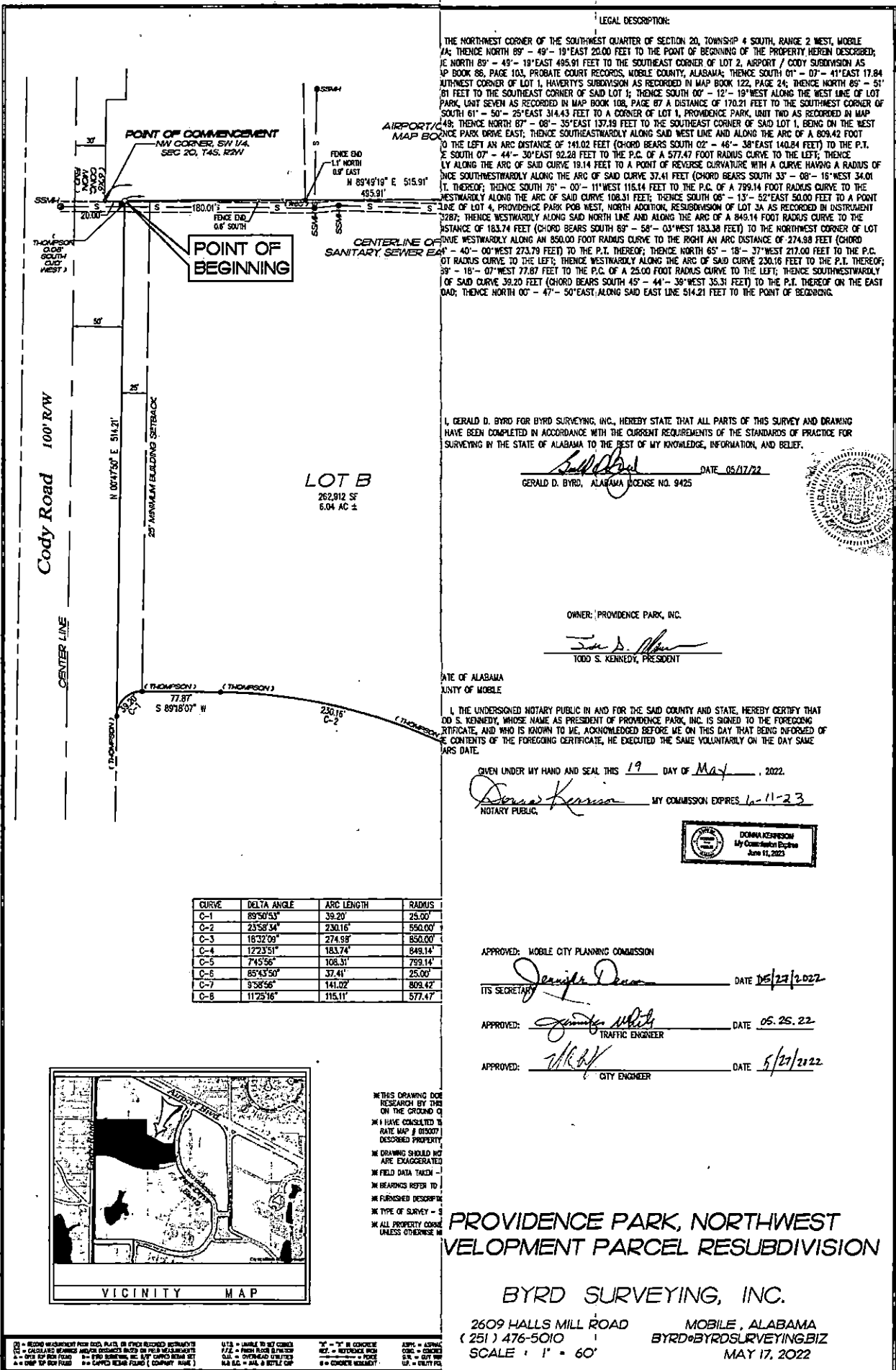
If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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.





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



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 AM 9:10

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Clarence Ball	David Dichiaro
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 14 Acres

Property Address Property Area (acres or square feet)
 02759811, 12800142, 12800145

Parcel Number(s) or Key Number(s) Same
 B - 3; Previously approved as PUD
 Present Zoning or Transect District Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

 Owner Signature	7/18/2025 Date
David Dichiaro 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 Dichiaro 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 healthcare 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 AM 9:10

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised March 2025

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 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.

- ☒ 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.

- ☒ 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.

- ☒ 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.

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

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	Owner	Design Professional
Name:	Clarence Ball	David Dichiaro
Firm:	Ball Healthcare / Parkway Property Holdings	Kadre Engineering, LLC
Phone:	251-433-9801	205-777-9064
Email:	cmball@ballhealth.com	ddichiaro@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 14 Acres

Property Address
 02759811, 12800142, 12800145

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
 B - 3; Previously approved as PUD

Same

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Clarence Ball

7/18/2025

Owner Signature

Date

David Dichiaro

7/18/2025

Applicant or Agent Signature (if applicable)

Date

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

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

David Dichiaro

7/18/2025

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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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 healthcare 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

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- ☒ 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.

- ☒ 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.

- ☒ 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.

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Revised March 2025

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



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



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



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 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 Dichlars
Designee (1)

[Redacted]
Email

[Redacted]
Phone Number

Clarence Ball Jr.
Signature of Property Owner

Wes Fulmer
Designee (2)

[Redacted]
Email

[Redacted]
Phone Number

6-12-25
Date

PLANNING AND ZONING
21 JUL 2025 AM9:11

Build Mobile, PO Box 1827, Mobile, Alabama 36688
For more information: www.BuildMobile.org | planning@cityofmobile.org (251) 208-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



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 Dichlara
Designee (1)

ddichlara@kadre-eng.com
Email

205-777-9064
Phone Number

Clarence Ball Jr.
Signature of Property Owner

Wes Fulmer
Designee (2)

Email

Phone Number

6-12-25
Date

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21 JUL 2025 AM9:11



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		



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:

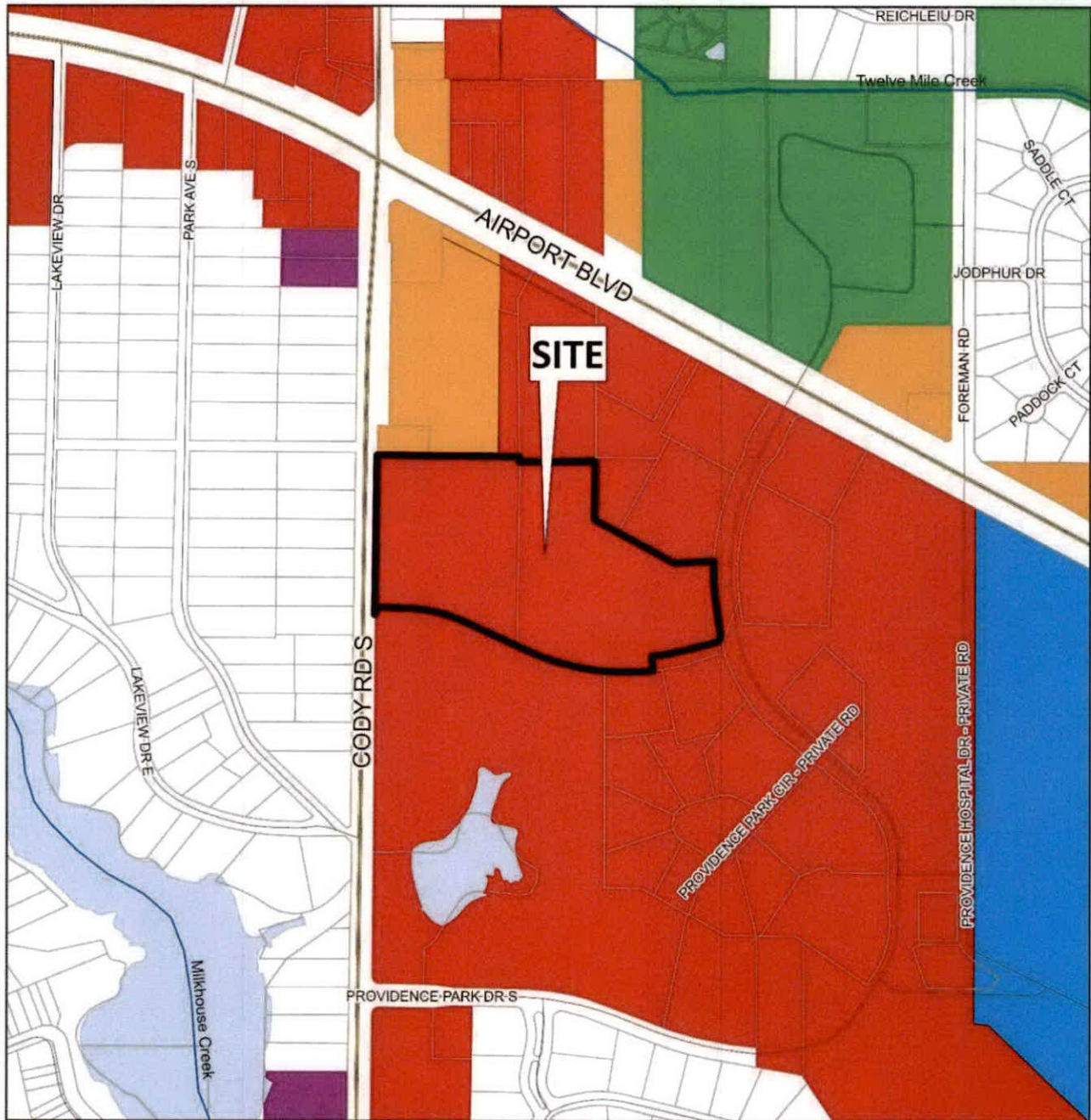
- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;

- 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



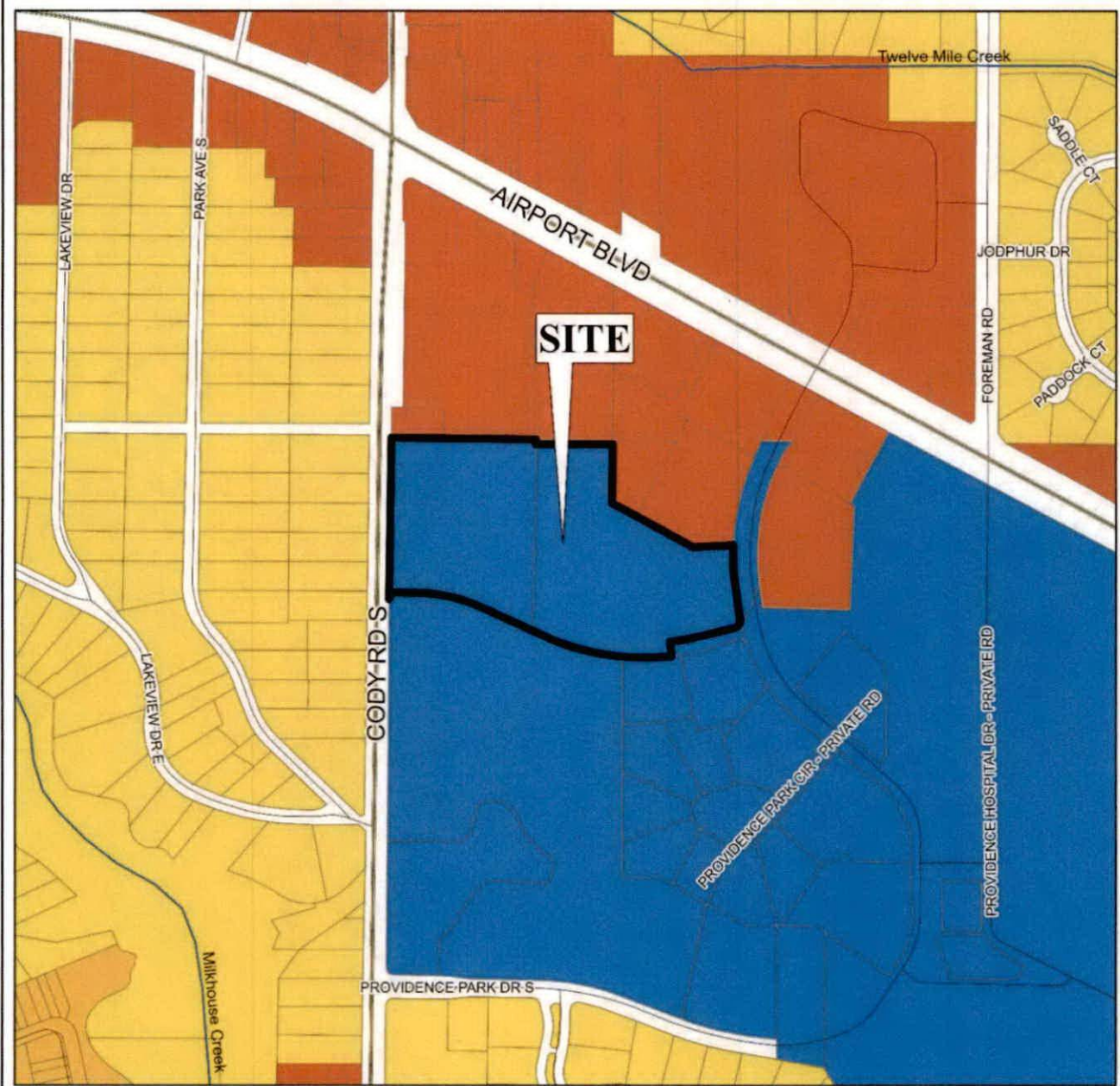
APPLICATION NUMBER 7 DATE August 8, 2025

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

REQUEST PUD Modification

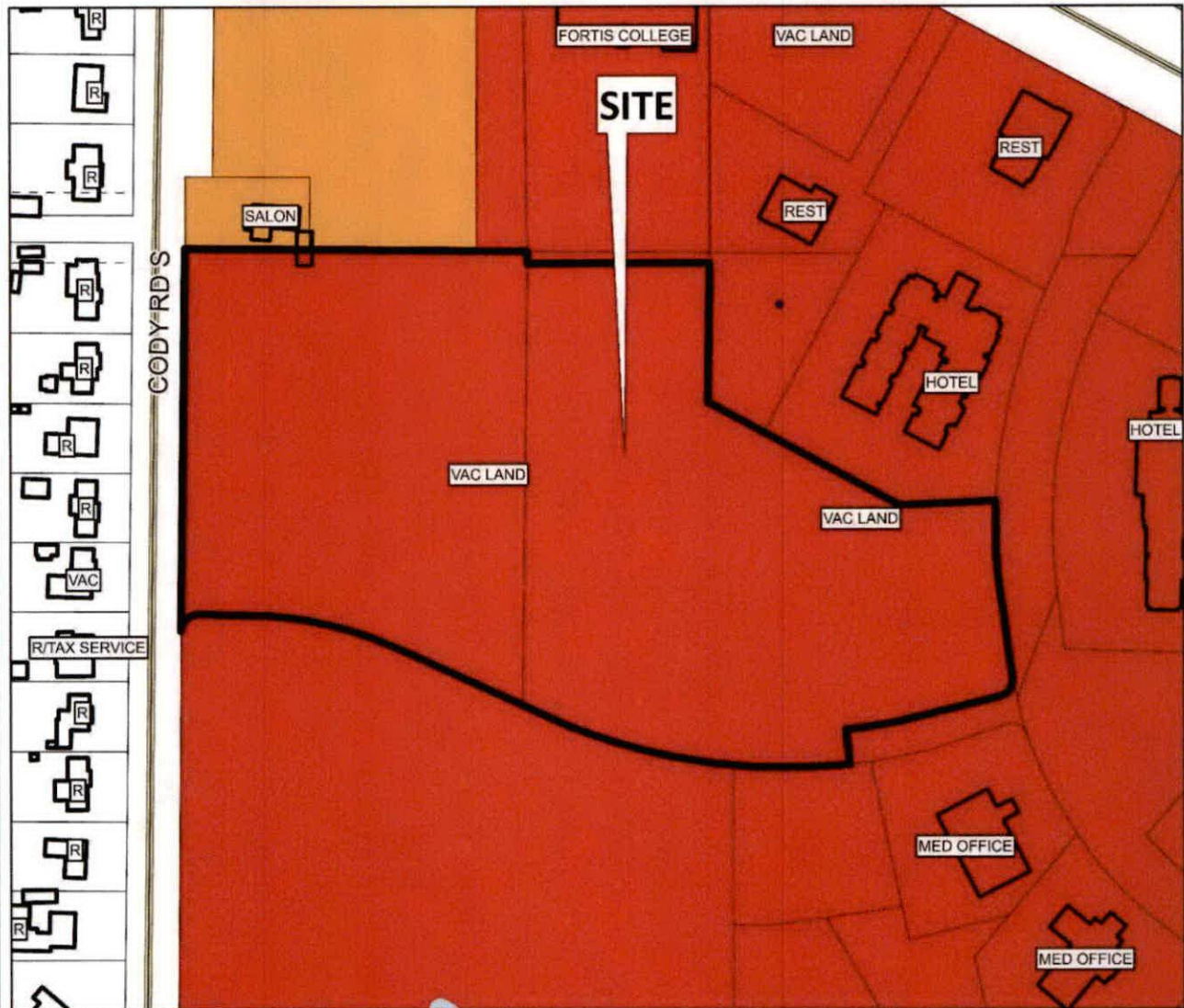


FLUM LOCATOR MAP



APPLICATION NUMBER <u>7</u> DATE <u>August 8, 2025</u>		N ↑ NTS			
APPLICANT <u>Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)</u>					
REQUEST <u>PUD Modification</u>					
<table border="0"><tr><td> Low Density Residential Mixed Density Residential Downtown District Center </td><td> Neighborhood Center - Traditional Neighborhood Center - Suburban Traditional Corridor Mixed Commercial Corridor </td><td> Light Industry Heavy Industry Institutional Parks, Open Space </td></tr></table>			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
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			

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



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

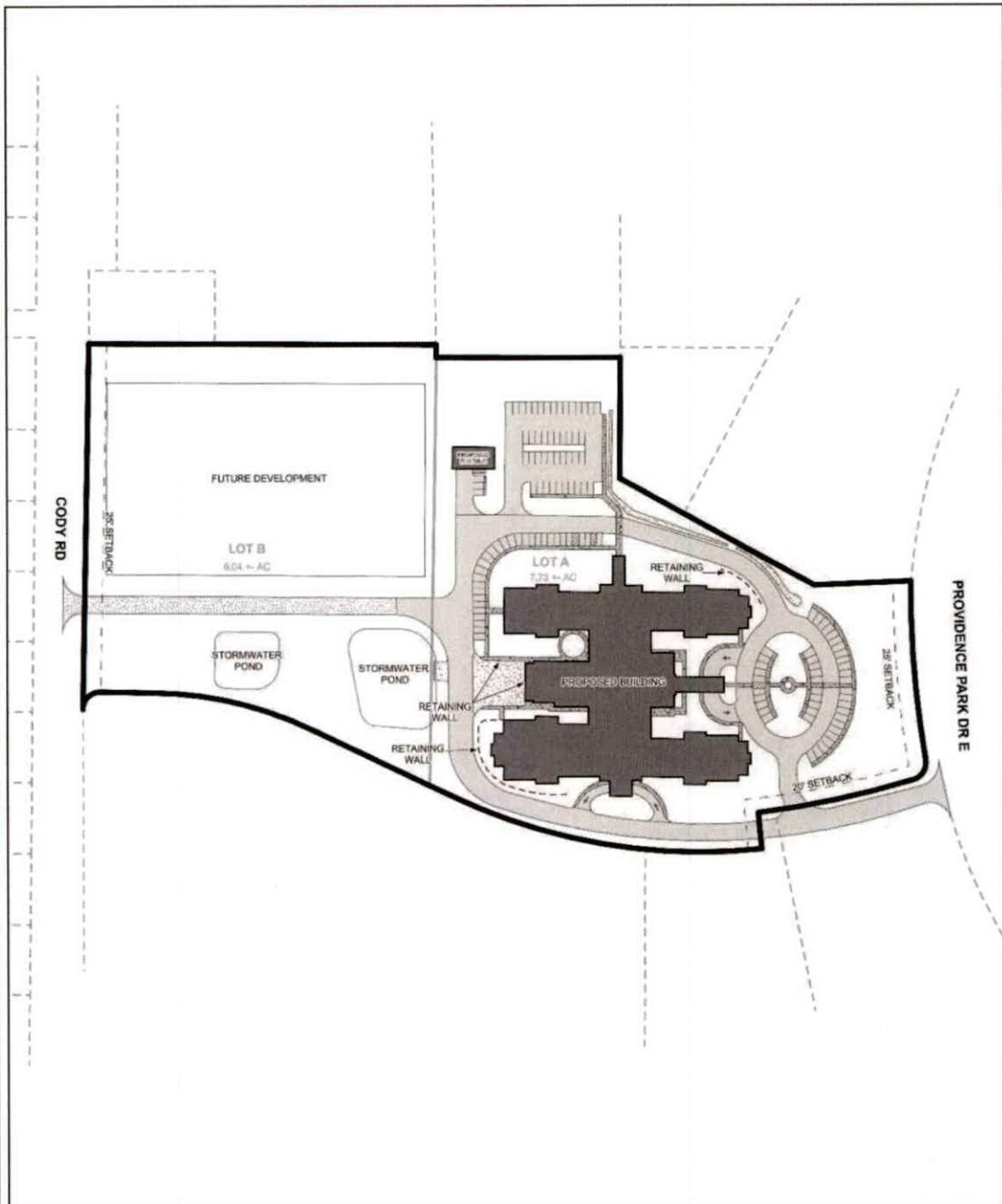
APPLICATION NUMBER 7 DATE August 8, 2025
 APPLICANT Providence Park Rehabilitation & Healthcare (David Dichiara, Kadre Engineering, LLC, Agent)
 REQUEST PUD Modification

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	



NTS

SITE PLAN



The site plan illustrates proposed buildings, drives and setbacks.

APPLICATION NUMBER	7	DATE	August 8, 2025
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 (WDWU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□	□	□

Zoning District Correspondence Matrix

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

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.

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 Councilmembers Cory Penn (D1), C. J. Small (D3), Ben Reynolds, (D4), and Josh Woods, (D6)

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, electrical 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



CAPITAL CONTRACT SUMMARY SHEET

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

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: 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

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Performance-Contributed	Contractual	Non-Contractual	

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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

**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.

Mama Sp

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



A. J. [Signature]
Notary Public

My Commission Expires: 10/26/25

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

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, $\pm$ 1,000 SF) and Alternate #2 (Pavilion #2, $\pm$ 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.

DCM Form C-10SOV
Revised October 2021

Project Number: _____
PSCA Project Number, if any: _____

Application Number:	
Application Date:	

Period From:		Period To:	
G	H	I	J
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 formula calculates the applicable variable rate)
\$ -	\$ -	0.00%	Retainage Variable Rate:
\$ -	\$ -	0.00%	If Total Work Completed to Date & Materials
\$ -	\$ -	0.00%	Presently Stored
\$ -	\$ -		(H) is less than or equal to 50% of Total Scheduled Value (C), Retainage = H x 0.05.
\$ -	\$ -		Once H exceeds 50% of C and up until project is complete, Retainage = C x 0.025.
\$ -	\$ -		There will be no retainage on final payment application.
\$ -	\$ -		
\$ -	\$ -	0.00%	\$ -
2.	3.	3.	4.

NNote: 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: Archinque.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: Maurice Square 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



**Contact Office of Small Business
Development for questions on
completing this form.**
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Please Print Company Amerson Roofing, Inc. Your Bid/Proposal Amount \$ 44,974.00 Date: Sept 17, 2025

Description Hillsdale Senior Center Name of Bidder/Proposer: Amerson Roofing, Inc.

Description Roof Replacement

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

[illegible]



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. _____

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: Maurice Square
(Signature)

Name and Title: Maurice Square, President

SURETY

Company: Atlantic Specialty Insurance Company
(Corporate Seal)

By: Mike Gardner
(Signature)

Name and Title: Mike Gardner, Attorney-in-Fact

Resident Agent: Mike Gardner
(Signature)

Name and Title: Mike Gardner, Attorney-in-Fact
Company Name: Financial Surety Underwriters, LLC
Address: 4956 Sugar Pike Rd.
Canton, GA 30115
Phone and Fax: (678) 297-5566/(678) 297-0179

Owner's Representative: Shannon McIntyre
Director, Architectural
Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Cyra B. Peterson, Mike Gardner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

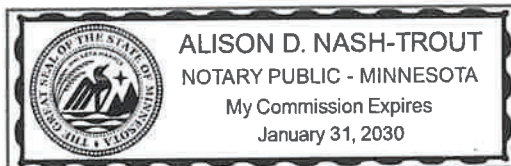


By

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.



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.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

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: Maurice Square

(Signature)

Name and Title:
Maurice Square, President**SURETY**Company: Atlantic Specialty Insurance Company
(Corporate Seal)By: Mike Gardner

(Signature)

Name and Title: Mike Gardner, Attorney-in-FactResident Agent: Mike Gardner

(Signature)

Name and Title: Mike Gardner, Attorney-in-Fact
Company Name: Financial Surety Underwriters, LLC
Address: 4956 Sugar Pike Rd.
Canton, GA 30115
Phone and Fax: (678) 297-5566 / (678) 297-0179Owner's Representative: Shannon McIntyre
Director, Architectural
Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Cyra B. Peterson, Mike Gardner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

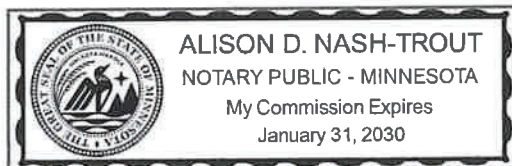
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed: Dated _____ day of _____, 2025



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030



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
INSURED Amerson Roofing Inc P O Box 956 Atmore AL 36504	INSURER(S) AFFORDING COVERAGE INSURER A: Penn National Security Ins. Co. INSURER B: Penn National Mutual Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 32441 14990

COVERAGES**CERTIFICATE NUMBER:** 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CX92023413	1/1/2025	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000. MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	AU92023413	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	UL92023413	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EPLI			CX92023413	1/1/2025	1/1/2026	Limit: 100,000. Deductible 5,000.

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

Hillsdale Senior Center 6024 Lorna 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**CANCELLATION**

City of Mobile
P. O. BOX 1827
MOBILE AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☐ OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	X EWC005404(WC)	1/1/2025	1/1/2026	X PER STATUTE OTH-ER \$
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PQAL127200(EL)			E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project #: 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 INSURED'S ADDRESS. COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE P. O. BOX 1827 MOBILE, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Linda Hudgins

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **9/24/2025 - 1/1/2026**

Policy No. **PQAL127200(EL)**

Endorsement No.

Insured

Premium **0**

AMERSON ROOFING, INC.

Insurance Company

WorkersFirst Comp Fund

Countersigned by Linda Hudgins

WC 00 03 13

(Ed. 4-84)



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 Best Insurance Group Inc. P.O. Box 67 Trussville, AL 35173		PHONE (A/C, No, Ext): 205-655-2128	COMPANY Berkshire Hathaway Specialty Insurance Company	
FAX (A/C, No): 205-655-4895		E-MAIL ADDRESS: certificates@bestinsgrp.com		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:				
INSURED Amerson Roofing Inc 505 N Main Street Atmore AL 36502		LOAN NUMBER		POLICY NUMBER 47VBR01499901
		EFFECTIVE DATE 10/01/2025	EXPIRATION DATE 10/01/2026	☐ CONTINUED UNTIL TERMINATED IF CHECKED
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					AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	X	SPECIAL			
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 <i>Brian Q. Smith</i>		

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

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)



Alabama Secretary of State



Amerson Roofing, Inc.	
Entity ID Number	000-135-693
Entity Type	Domestic Corporation
Principal Address	505 NORTH MAIN STREET ATMORE, AL 36502
Principal Mailing Address	505 NORTH MAIN STREET ATMORE, AL 36502
Status	Exists
Place of Formation	Escambia County
Formation Date	02/22/1990
Registered Agent Name	SQUARE, MAURICE D.
Registered Office Street Address	505 N. MAIN STREET ATMORE, AL 36502
Registered Office Mailing Address	505 N. MAIN STREET ATMORE, AL 36502
Nature of Business	
Capital Authorized	\$100,000
Capital Paid In	
Incorporators	
Incorporator Name	AMERSON, O P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	AMERSON, OLIVER P JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/30/2018

Amerson Roofing, Inc.	
Capital Amounts Changed From	\$100,000 Authorized --- Paid In
Transaction Date	05/30/2018
Nature Of Business Changed From	----
Transaction Date	05/30/2018
Principal Office Changed From	ATMORE, AL
Transaction Date	05/30/2018
Registered Agent Changed From	AMERSON, O P P O BOX 956 300 W CHURCH STR ATMORE, AL 36504
Transaction Date	09/02/2021
Agent Mailing Address Changed From	AMERSON, O P PO BOX 956 ATMORE, AL 36504
Transaction Date	09/02/2021
Registered Agent Changed From	AMERSON, O P 300 WEST CHURCH STREET ATMORE, AL 36504
Transaction Date	12/07/2021
Principal Mailing Address Changed From	NOT PROVIDED ATMORE, AL
Transaction Date	12/07/2021
Principal Office Changed From	NOT PROVIDED ATMORE, AL
Scanned Documents	
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
5	CONSIDERATION OF BIDS
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.

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.

§ 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.

§ 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

completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upon the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security 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.)

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

- .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.

§ 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 contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

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

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type

of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue 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)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:01:47 ET on 04/09/2025.

PAGE 1

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.

PAGE 3

§ 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.

...

(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.)

...

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

PAGE 5

§ 4.2.1 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.

PAGE 6

Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be ~~accepted~~ 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:

PAGE 7

- .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.

PAGE 8

§ 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

City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of \$250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500 nor more than 20 percent of the gross amount of the contract price.

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

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

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

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

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue 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.

§ 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:



Number	Date	Pages
.8 Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>		
☐	AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>	
☐	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.)

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)

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.

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

Hillsdale Senior Center
Roof Replacement
PR-049a-25

- 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: \$ _____

0

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 _____



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

Section I. Information about your company

FORM 1: Background and Plan

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: _____



Subcontracting and Major Supplier Plan

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

Description _____ Name of Bidder/Proposer: _____

[illegible]



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone: _____

Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		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.



OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further 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 Lorna Road
Mobile, Alabama 36608
Project Number: PR-049a-25

**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.

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 ($\pm$ 1,000 SF) per plans and specifications.

Additive Alternate #2: Remove existing roof and provide metal roof for Pavilion #2 ($\pm$ 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 _____

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 _____ [contractor name] 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 (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 \$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: _____

- 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 [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.

- 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:

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

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

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, _____, 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

LABOR AND MATERIAL PAYMENT BOND



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						
☒	COMMERCIAL GENERAL LIABILITY	☒	☒				EACH OCCURRENCE \$ 1,000,000
☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
☒	Contractual Liability						MEDICAL (Any one person) \$ 5,000
							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 ☒ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY	☒	☒				COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
☒	ANY AUTO						BODILY INJURY (Per person) \$
☐	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
☐	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
☐	SCHEDULED AUTOS NON-OWNED AUTOS						\$
☒	UMBRELLA LIAB	☒	☒				EACH OCCURRENCE \$ 2,000,000
☐	EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	☒ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (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

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

APPLICATION NO:

PERIOD TO:

PROJECT NO:

CONTRACT DATE:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACT FOR:

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.

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.

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		

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 on the 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.

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:		JAN	APR	JULY	OCT
(CHECK ONE):		FEB	MAY	AUG	NOV
		MARCH	JUNE	SEPT	DEC
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)	
\$	\$	\$	\$	\$	\$
Payments to Date from City of Mobile					
OFFICE USE ONLY (Verification)					
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

APPLICATION NO:

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐

☐

FROM CONTRACTOR: VIA ARCHITECT:

PERIOD TO:

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.

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.

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) \$

CONTRACTOR:

By:

Date:

State of:

Subscribed and sworn to before me this
Notary Public:

County of:
day of

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 on the Continuation Sheet that are changed to conform with the amount certified.)

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

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

Mobile, Alabama 36633-1827

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 (date) (time) on

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.)

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

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**CONTRACTOR:** *(Name and address)*

BY:

*(Signature of authorized representative)**(Printed name and title)*

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).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

 AIA[®] Document G706A[™] – 1994**Contractor's Affidavit of Release of Liens**

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: General	ARCHITECT: ☐
	Construction	CONTRACTOR: ☐
TO OWNER: <i>(Name and address)</i>	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:



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)

on bond of
(Insert name and address of Contractor)

, SURETY,

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)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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)

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE

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 Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

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 _____

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 ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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)

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4
Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, **3.12**, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, **11.3**

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 **Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.**

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 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.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, 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

those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes 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

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 than (30) days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion.** The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 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.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version.**

Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)

§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.2 **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.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama**.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the 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**.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of **termination**.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim**, that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

(Paragraphs deleted)

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

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

§ 15.3 Mediation

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

(Paragraphs deleted)

Additions and Deletions Report for AIA® Document A201® – 2017

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

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PAGE 9

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.

PAGE 10

~~§ 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.~~

PAGE 11

~~§ 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.~~

PAGE 13

§ 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.

PAGE 14

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work

or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

...

§ 3.7.1 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.

PAGE 16

§ 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 Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

PAGE 18

§ 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.

PAGE 19

§ 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

PAGE 21

§ 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

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.~~

PAGE 22

§ 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.

PAGE 23

- .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 (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:

PAGE 24

- .2 Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~ actually incorporated or consumed in the work;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ by the Contractor or others;

PAGE 25

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 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.

PAGE 26

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).

§ 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).

PAGE 28

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.

PAGE 29

§ 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.

PAGE 30

§ 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.

PAGE 31

§ 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 entities 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

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.

PAGE 33

§ 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.

§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.

PAGE 34

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.

PAGE 35

§ 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.

...

§ 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.

PAGE 36

§ 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

PAGE 37

§ 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.

PAGE 38

§ 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

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.

PAGE 39

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to

be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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 09:05:40 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)

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. Warranties and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of 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.

Hillsdale Senior Center
Roof Replacement
PR-049a-25

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of 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.

Hillsdale Senior Center
Roof Replacement
PR-049a-25

- 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

SECTION 01310 - 2 PROJECT MANAGEMENT AND
COORDINATION

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 Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples

1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each 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.

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.

Hillsdale Senior Center
Roof Replacement
PR-049a-25

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 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 Warranties, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in 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 PERFORMANCE 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: AWPAC 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 to 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: 12" 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 recommended 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 manufacturer'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 contaminants 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

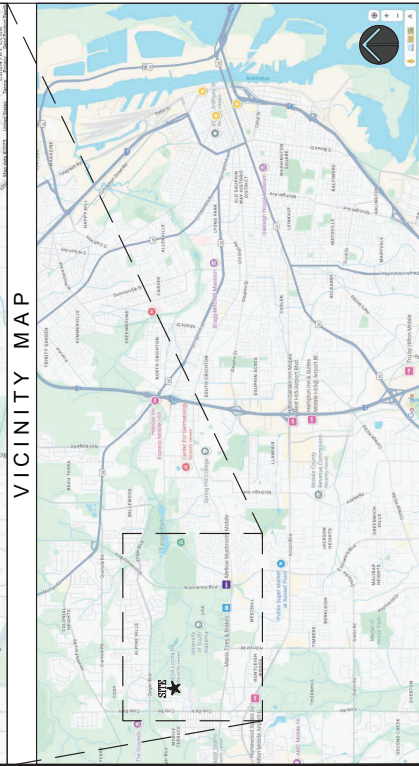
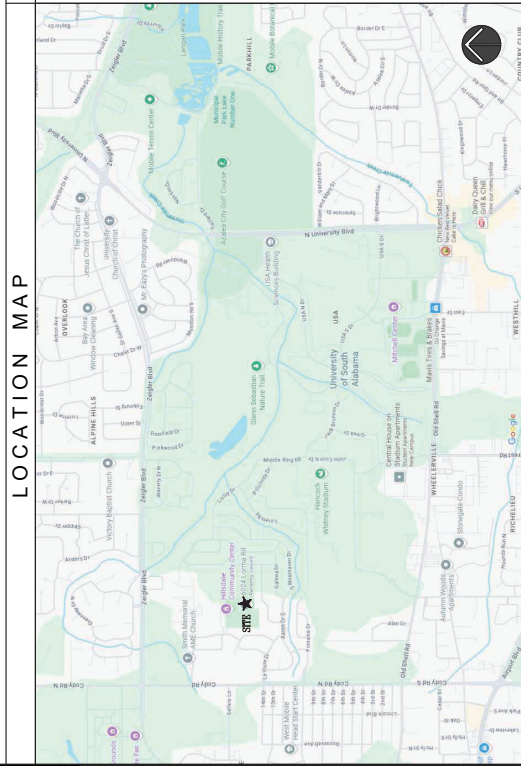
- A. Provide the following Sherwin-Williams (or equal) paint systems for the various substrates, as indicated:
 - 1. Ferrous and Zinc Coated Metal
 - a. Prime Coat: S-W ProCryl® Universal Primer, B66-310 Series (2.0-4.0 mils dry)
 - b. Intermediate Coat: Sher-Cryl™ HPA Acrylic, B66-350 Series (2.5-4.0 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, AND THE CONDITIONS OF THE CONTRACT. THE ORDER OF THE DOCUMENTS, GEOGRAPHICAL REPORT AND ANY OTHER INFORMATION WRITTEN AND MUTUALLY AGREED UPON BETWEEN THE OWNER AND CONTRACTOR ARE COMPLEMENTARY 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 ALL WORK. 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

DRAWING INDEX

[illegible]

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

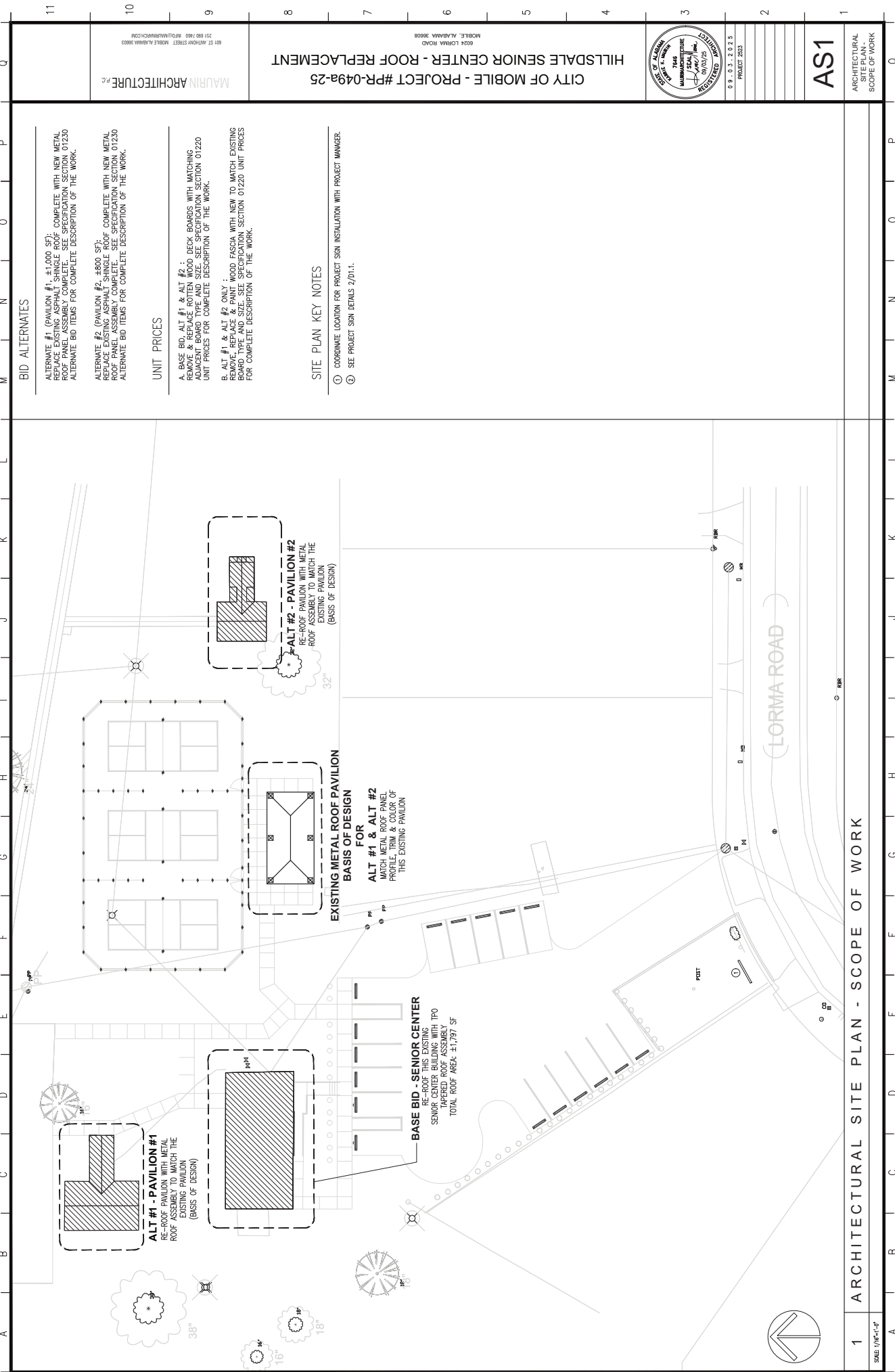
ARCHITECT
MAURIN ARCHITECTURE, P.C.
601 ST. ANTHONY STREET
MOBILE, AL 36603
CONTACT: KARRIE MAURIN, RA
(251) 690-7460 OFFICE
(850) 221-0670 CELL
karrie@maurinarch.com

CITY OF MOBILE - PROJECT #PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT

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11.

TITLE
SHEET



BID ALTERNATES

ALTERNATE #1 (PAVILION #1, ±1,000 SF):
REPLACE EXISTING ASPHALT SHINGLE ROOF COMPLETE WITH NEW METAL ROOF ASSEMBLY TO MATCH THE EXISTING PAVILION (BASIS OF DESIGN).
ALTERNATE BID ITEMS FOR COMPLETE DESCRIPTION OF THE WORK.

ALTERNATE #2 (PAVILION #2, 4,800 SF):
REPLACE EXISTING ASPHALT SHINGLE ROOF COMPLETE WITH NEW METAL ROOF ASSEMBLY TO MATCH THE EXISTING PAVILION (BASIS OF DESIGN).
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 2/01.1.

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MAURIN ARCHITECTURE, PC
601 251 NORTH STREET, MOBILE, ALABAMA 36688
251.669.7462, INFO@MAURINARCH.COM

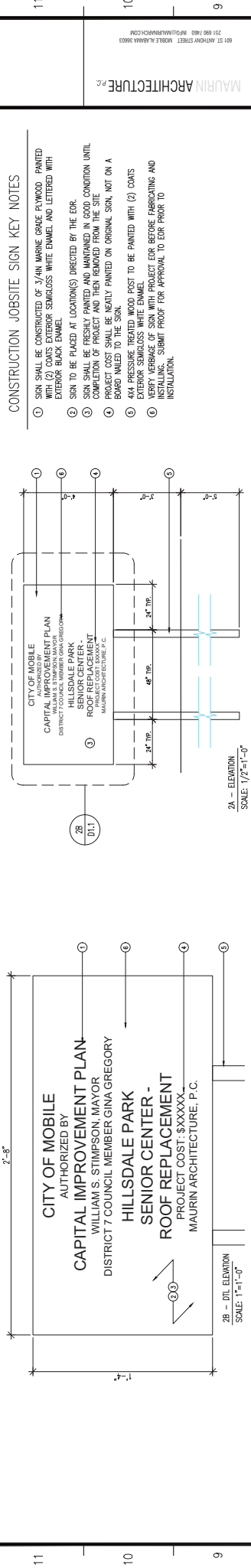
CITY OF MOBILE - PROJECT #PR-049A-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT
MOBILE, ALABAMA 36608
6024 LORRAINE ROAD

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PROJECT 2023

AS1
ARCHITECTURAL
SITE PLAN
SCOPE OF WORK

1 ARCHITECTURAL SITE PLAN - SCOPE OF WORK

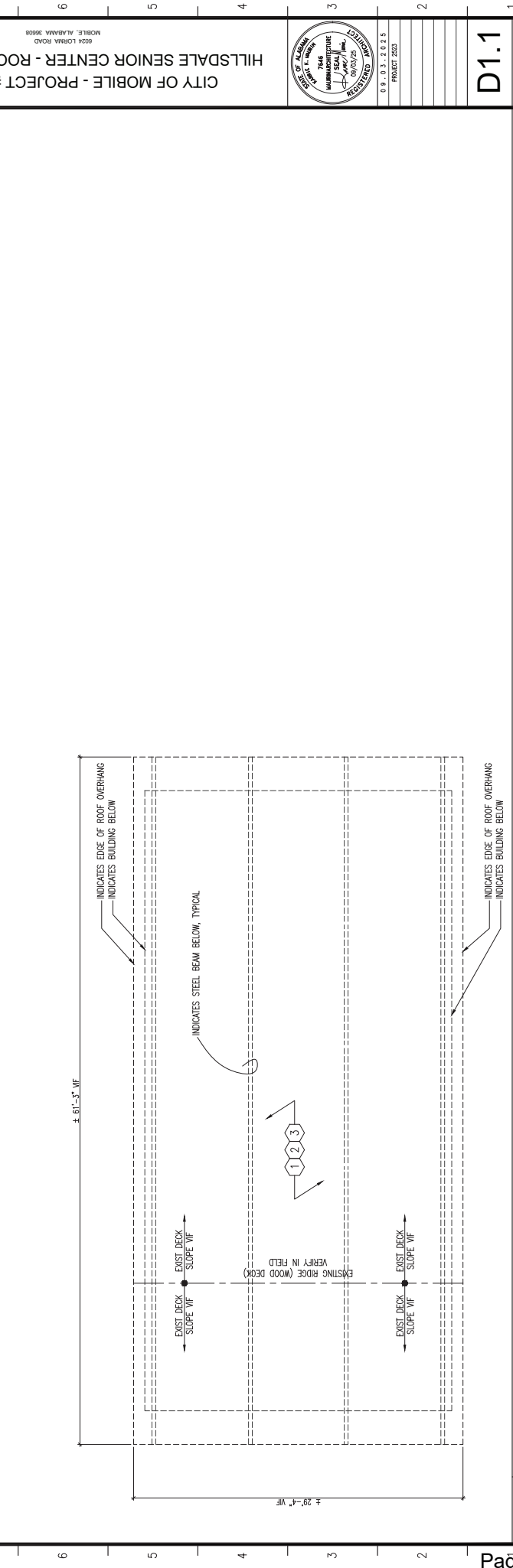
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- CONSTRUCTION JOBSITE SIGN KEY NOTES
- 1 SIGN SHALL BE CONSTRUCTED OF 3/4" MARINE GRADE PLYWOOD PAINTED WITH (2) COATS EXTERIOR SEMI-GLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL.
 - 2 SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE 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 SEMI-GLOSS WHITE ENAMEL.
 - 6 SIGN SHALL BE REMOVED PRIOR TO PROJECT FOR BEFORE FABRICATING AND INSTALLING. SIGN MUST BE APPROVED FOR APPROVAL TO EOR PRIOR TO INSTALLATION.

2 CITY OF MOBILE - CONSTRUCTION JOB SITE SIGN

- DEMOLITION KEY NOTES
- 1 REMOVE EXISTING ROOF MEMBRANE AND FLASHING COMPLETE TO THE EXISTING ROOF DECK PER SECTION 024126
 - 2 ALL EXISTING WOOD BLOCKING (FASCIAS, EAVE BLOCK, ETC.) TO BE REPLACED AS REQUIRED FOR THE NEW ROOF INSTALLATION
 - 3 COORDINATE ALL EXISTING TO REMAIN PENETRATIONS THRU ROOF WITH INTERIOR RENOVATION PROJECT (SEPARATE CONTRACT)



1 ROOF PLAN - DEMOLITION

CITY OF MOBILE - PROJECT #PPR-049A-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT

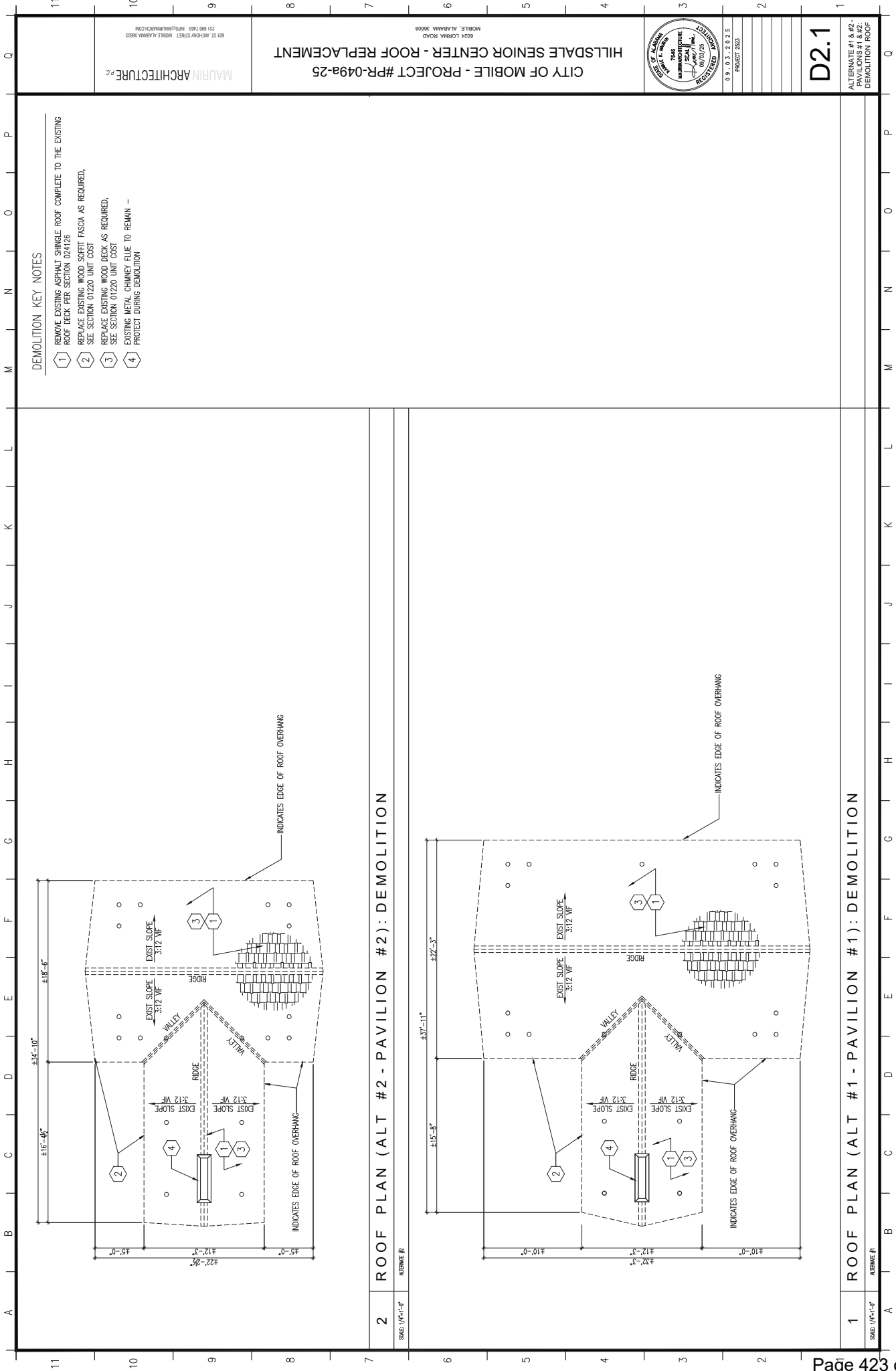
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601 ST. ANTHONY STREET, MOBILE, ALABAMA 36603
251.680.7462, INFO@MAURINARCH.COM

STATE OF ALABAMA
75446
MAURIN ARCHITECTURE
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09/20/22
REGISTERED

09.03.2025
PROJECT 2023

D1.1
DEMOLITION - ROOF
PLAN & DETAILS

Page 422 of 1197



DEMOLITION KEY NOTES

- 1 REMOVE EXISTING ASPHALT SHINGLE ROOF COMPLETE TO THE EXISTING ROOF DECK PER SECTION 024126
- 2 REPLACE EXISTING WOOD SOFFIT TASCAS 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

2 ROOF PLAN (ALT #2 - PAVILION #2): DEMOLITION

1 ROOF PLAN (ALT #1 - PAVILION #1): DEMOLITION

CITY OF MOBILE - PROJECT #PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT

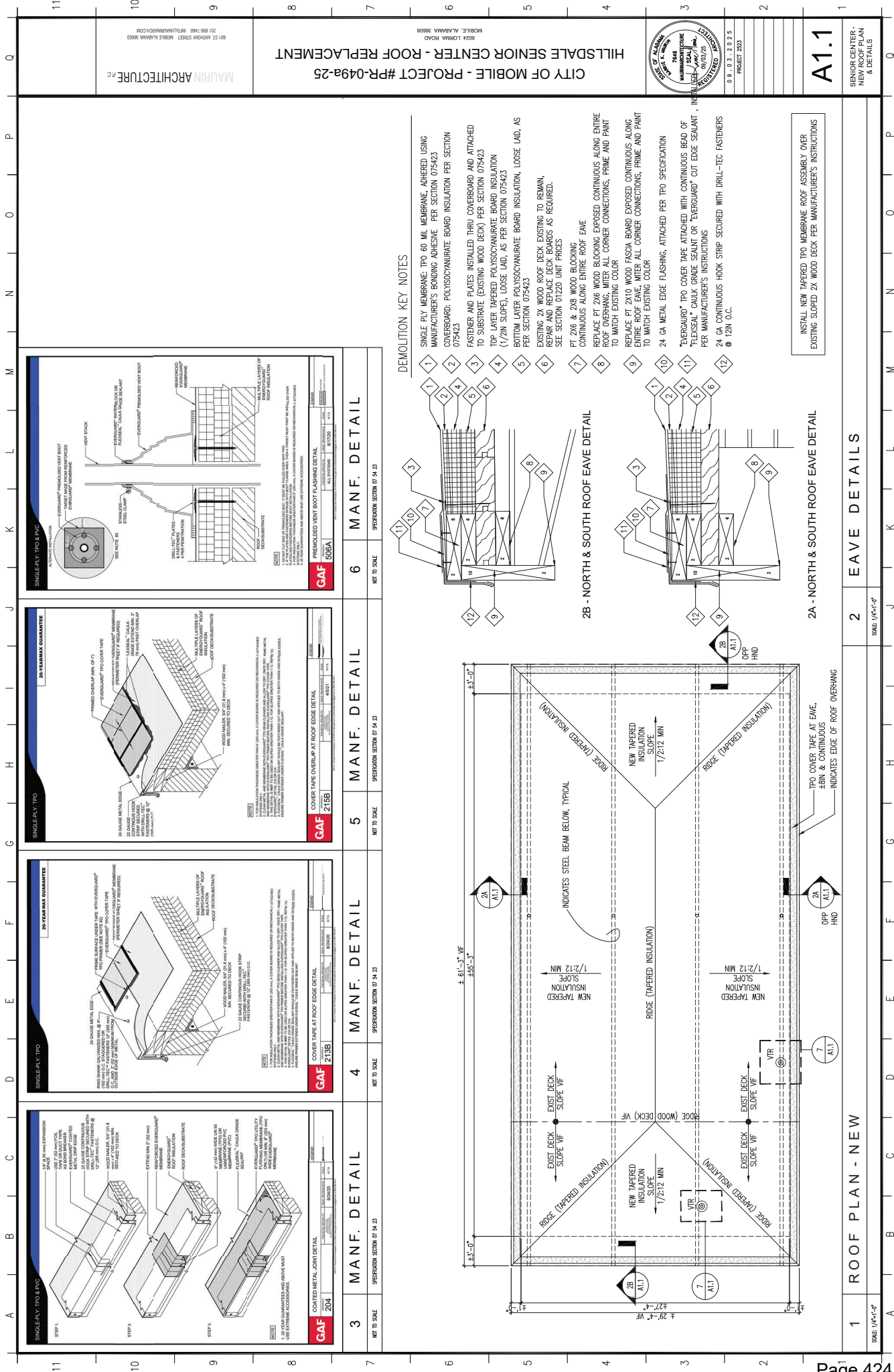
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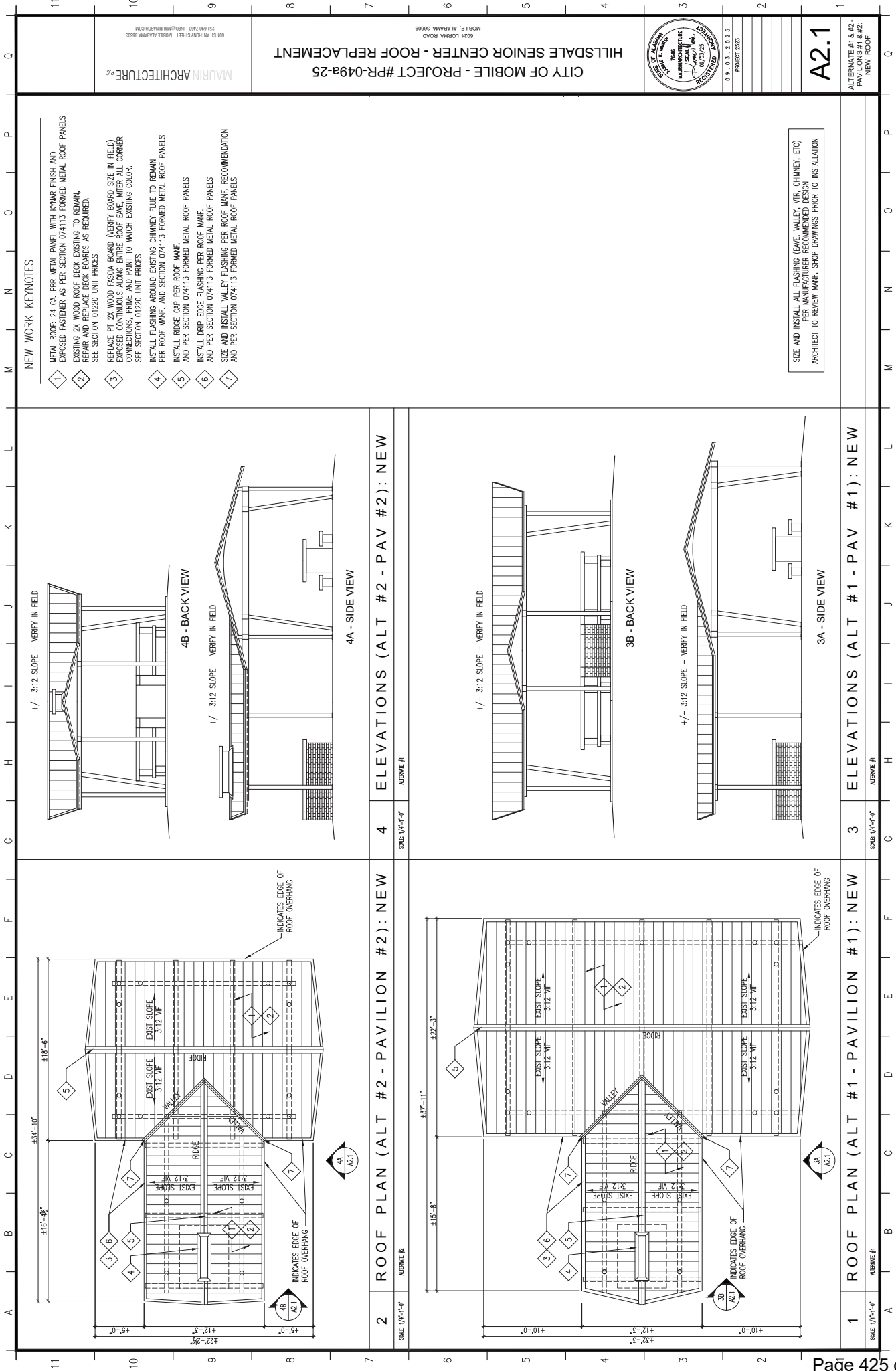


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PROJECT 2023

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ALTERNATE #1 & #2 -
PAVILIONS #1 & #2 -
DEMOLITION 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 assessed 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	251-464-3835			collin.welch@cityofmobile.org	
Denny Carr	Standard	(334) 265-1262		(334) 391-0440	denny@standardsteelersolutions.com	
Zyron Reed	CEP	251-225-1480		251-225-1480	zreed@cep-sves.com	
Travis Byrd	E. Cornell Malone Corp	601-550-1147			travis@ec-malone.com	
Chad Kich	Duro-Last	251-470-5734			chadrich@rc-sabsgroup.net	
Brian Schaefer	MWR	251-895-2670			brian@brianandstevenroofer.com	
Daniel Schinyle	MWR	601-967-7804			dschinye@midwesternroofer.com	
Maurice Square	Amerson Roofing	(850) 393-3255			sandra@amersonroofing.com	
Matias Rodriguez	Roofing Solutions	225-571-2696			matias.121205@outlook.com	
Coty Priest	Porter Roofing	850-220-9249				

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

Hillsdale Senior Center
Roof Replacement
PR-049a-25

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.

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)

Hillsdale Senior Center
Roof Replacement
PR-049a-25

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.

Hillsdale Senior Center
Roof Replacement
PR-049a-25

- ~~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, $\pm$ 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,

Hillsdale Senior Center
Roof Replacement
PR-049-25a

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 01320 - 5

CONSTRUCTION PROGRESS
DOCUMENTATION



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 from 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

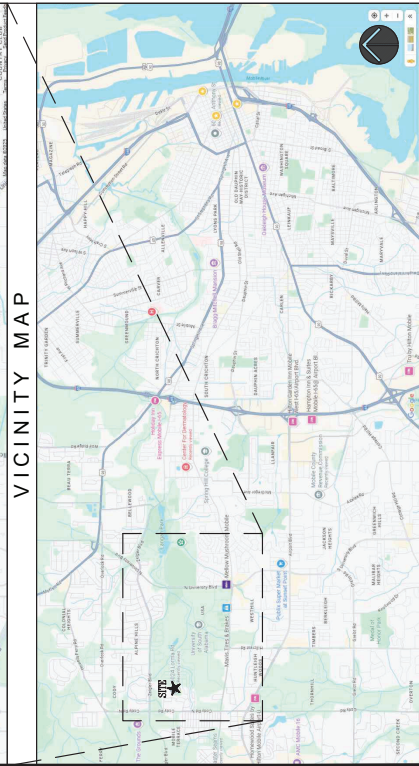
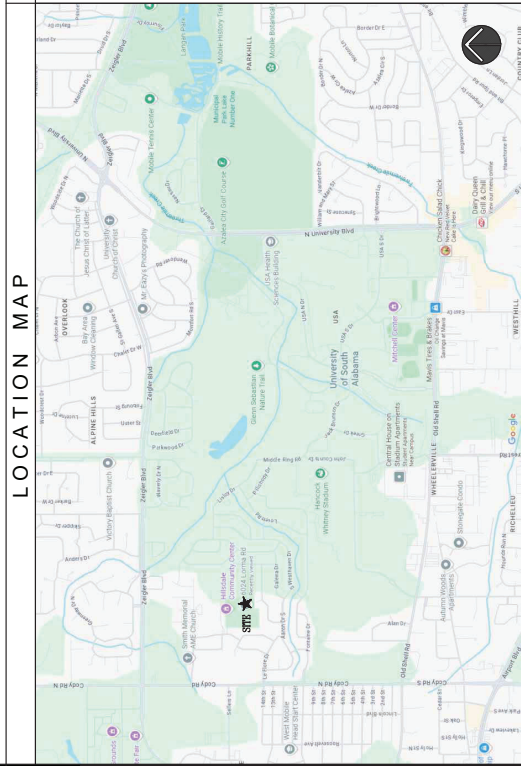
Attachments:

- 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

GENERAL PROJECT NOTES

1. THE CONTRACT DOCUMENTS CONSIST OF THIS SET OF DRAWINGS, ADDENDA, CONSTRUCTION CHANGE DIRECTIVES, CHANGE ORDERS, THE CONTRACT ITSELF, OWNER AND CONTRACTOR CONDITIONS OF THE CONTRACT, DESIGN DESCRIPTION, SPECIFICATIONS, TECHNICAL NOTES, EXHIBITS, SCHEDULES, APPENDICES, PRELIMINARY REPORTS, ALL OTHER PROJECT DOCUMENTS, GEOCHEMICAL 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 RESISTANT 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 IRC 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 ALTERNATE AND

DRAWING INDEX

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PROJECT TEAM

PROPERTY OWNER
CITY OF MOBILE
PARKS
4901 ZEIGLER BLVD
MOBILE, AL 36608
(251) 208-7627 OFFICE
(251) 406-2678 CELL
elizabeth.miller@cityofmobile.org

ARCHITECT
MAURIN ARCHITECTURE, P.C.
601 ST. ANTHONY STREET
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(850) 221-0670 CELL
karrie@maurinarch.com

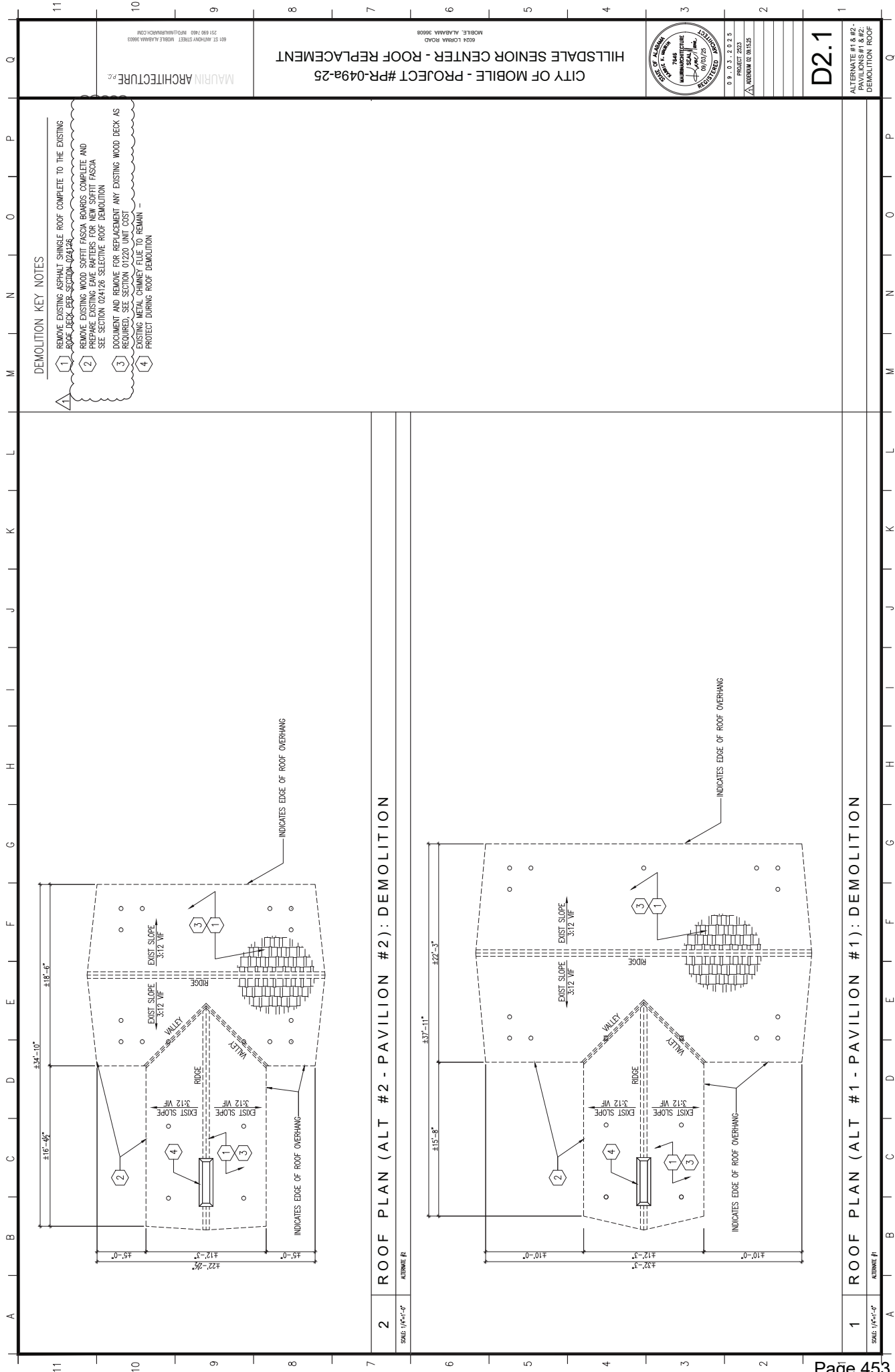
CITY OF MOBILE - PROJECT #PR-049a-25
HILLSDALE SENIOR CENTER - ROOF REPLACEMENT

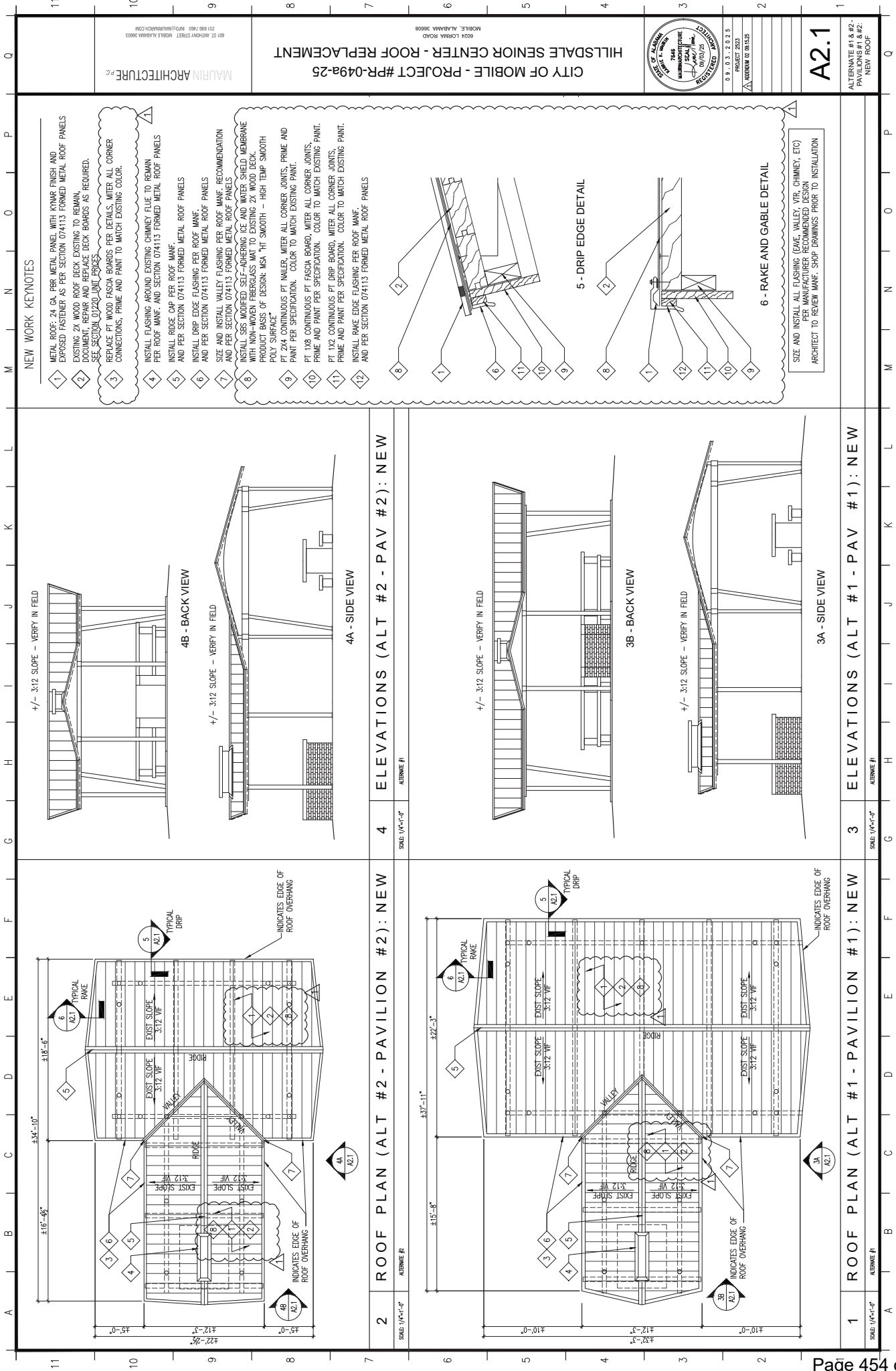


09.03.2025
PROJECT 2523
ADDENDUM 02 09.15.25

11

TITLE
SHEET







Option B:
Hybrid TPO - fasteners thru base layer polyiso board into wood deck and glue down top layer and cover board polyiso.

QUO-69677-1QYID9 – 1
9/12/2025
Page 1 of 1

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: TFAT160

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			

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).

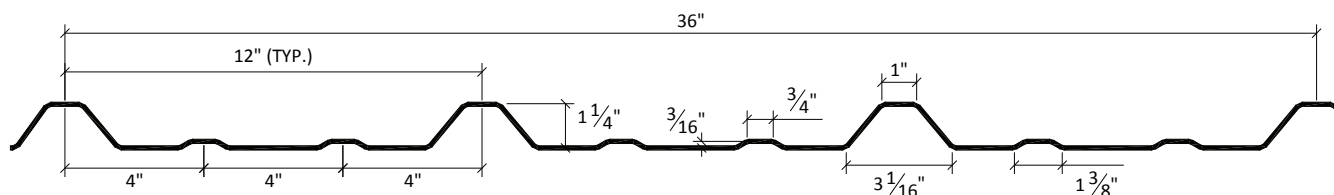
Each roof has unique requirements. This specification is a representation of products and their installation. To properly assess specific roofing needs, code compliance, system configurations, and warranty eligibility, contact Design Services. The above listed roofing system is based on GAF guarantee 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.

PBR PANEL



SECTION PROPERTIES								
			NEGATIVE BENDING			POSITIVE BENDING		
PANEL	Fy	WEIGHT	Ixe	Sxe	Maxo	Ixe	Sxe	Maxo
GAUGE	(KSI)	(PSF)	(IN.4/FT.)	(IN.3/FT.)	(KIP-IN./FT.)	(IN.4/FT.)	(IN.3/FT.)	(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	DESIGN	MIN. DELIVERED
GAUGE	THICKNESS	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.

HT SMOOTH

High-Temperature Smooth Poly Surface

QUIK-STICK HT SMOOTH is an SBS modified self-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 and 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, eaves, valleys, flashings, hips, ridges, dormers, and 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	60 mils
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
Sealability 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. Warranties and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of 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.

Hillsdale Senior Center
Roof Replacement
PR-049a-25

IFC September 2025

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 PERFORMANCE 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: AWPAC 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 to 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: 12" 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 recommended 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

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



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 G. LAMBERT

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



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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LISA C. LAMBERT

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Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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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



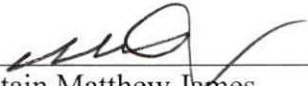
WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain 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:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

OCT 13 2025


CHIEF OF POLICE



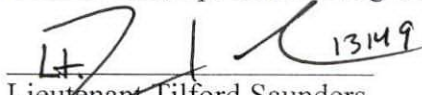
WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From:  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.

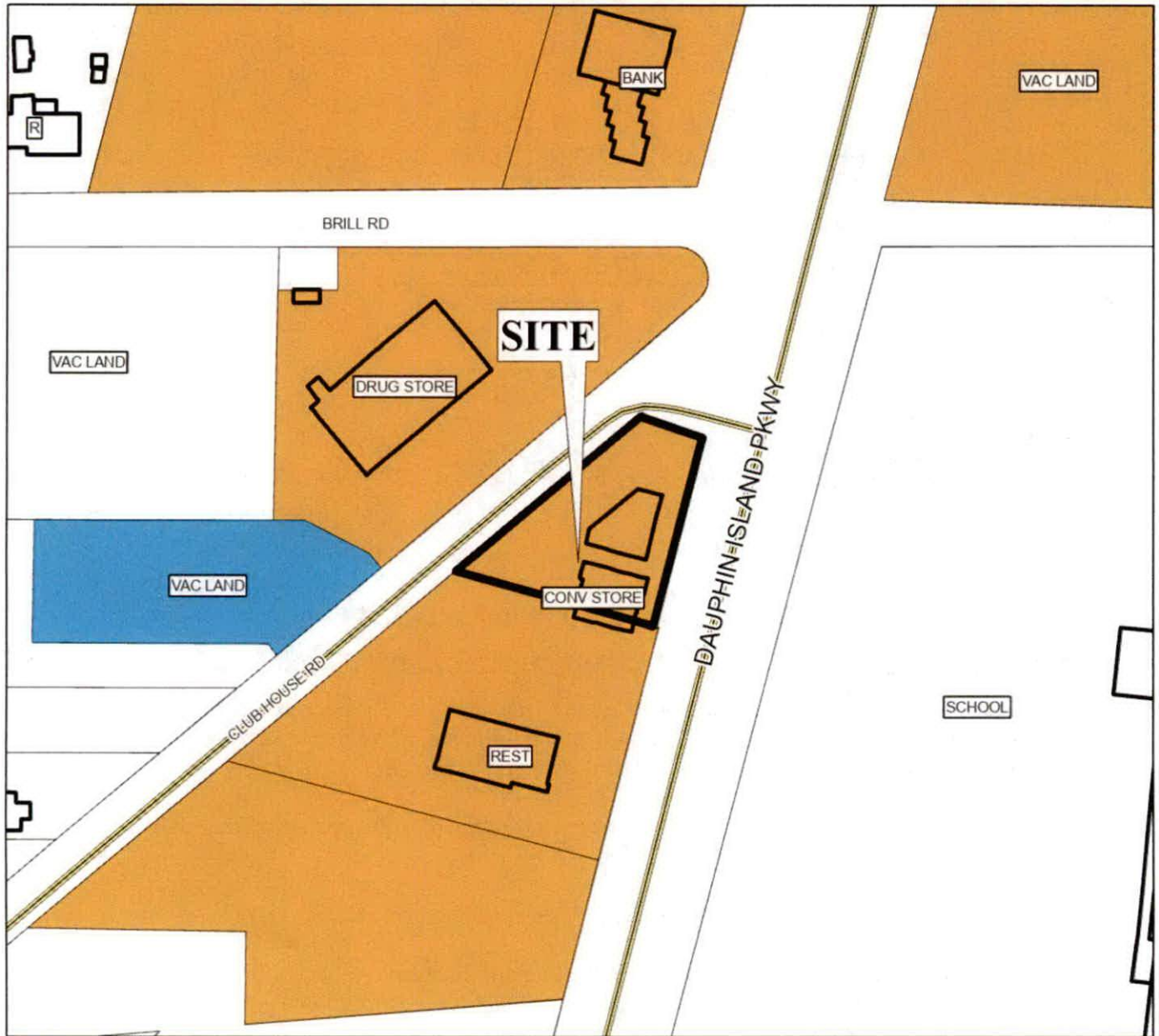
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

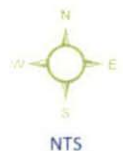
If I can be of further assistance, please do not hesitate to contact me.

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



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		

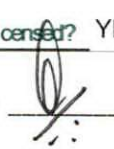
City of Mobile Alcoholic Beverage License Application

Application Date 09/25/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5753	License Account # 132570	Council District 3	Council Agenda Date October 7, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name PRIYAN LLC			Trade Name (DBA) DIP CLUB FOOD MART		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 06/02/2025	SOS Entity ID 001-193-564	State AL	County MOBILE
Federal Tax ID (FEIN) 39-2455441	Alabama State Sales Tax ID R012604657	Business Phone Number 			
Physical Address (Street Address, Suite #) 3110 DAUPHIN ISLAND PKWY		City MOBILE	State AL	Zip Code 36605	
Mailing Address (Street Address, Suite #, PO Box) WY		City MOBILE	State AL	Zip Code 36605	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name DIVYESH PATEL	Title MEMBER	POA 	Phone 	Email DIPFOODMART@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name STA MART LLC			Trade Name (DBA) STA MART		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 012228549	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name FUEL JOBBER			Property Owner Phone Number 	Property Owner Email CHRIS@KARSPETRO.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 380 COMMERCE PARKWAY			City ROCKLEDGE	State FL	Zip Code 32955
Bldg Square Footage 3,000	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> YOGESH GULAB		<u>Title</u> MEMBER	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u> 1	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile/Phone Number</u>
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
<u>Full Name (Last, First, Middle)</u> DIVYESH PATEL		<u>Title</u> MEMBER	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	
<u>Date of Birth</u> '6	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile/Phone Number</u>
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					



City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE



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

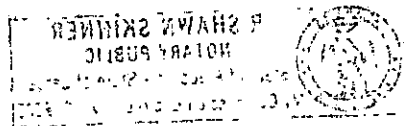
My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025





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 advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

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 CHHAB

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



Initial each

☒ *[Signature]*

In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *[Signature]*

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.

☒ *[Signature]*

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.

☒ *[Signature]*

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

☒ *[Signature]*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ *[Signature]*

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.

☒ *[Signature]*

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.

☒ *[Signature]*

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: *[Signature]*



Commission expires: **11-29-2025**

Application Taken: App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

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: _____

WITNESS: (By ABC Enforcement)
Revised 9/06

NEW LICENSEE (APPLICANT)

Print Name: YOGESH GULAB
Title: MEMBER.

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)

NEW LICENSEE (APPLICANT)

Agm
Print Name: MOHAMMED AZMEER
Title: MEMBER

Print Name:
Title:

WITNESS: (By ABC Enforcement)
Revised 9/08

Dandy Dyer

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



RES222577

**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

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

Priyan LLC

Names, addresses, & Ownership percentage of Members:

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Yogesh Gulab		50%
Divyeshkumar C Patel		50%

List of Current Member

The following individual is the only member of:

PRIYAN LLL

NAME: YOGESH GUJAR

TITLE: MEMBER

YOGESH GUJAR
PRINTED NAME OF MEMBER

[Signature]
SIGNATURE OF MEMBER

9-15-2025
DATE

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PRIYAN LLC
DIVYESHKUMAR C PATEL MBR
7306 SAYBROOK BLVD
MOBILE, AL 36619

Date of this notice: 06-02-2025

Employer Identification Number:
39-2455441

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2455441. 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*.

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.



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.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner



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 <u>Angelica C. Creamer</u>	Notary Signature <u>Angelica C. Creamer</u>	My (Notary) Commission Expires <u>12/16/2027</u>
---	--	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

PRIYAN LLC

Owner of Property (Signature)

DIVYESH KUMAR . C. BATER

Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

9-22-2025



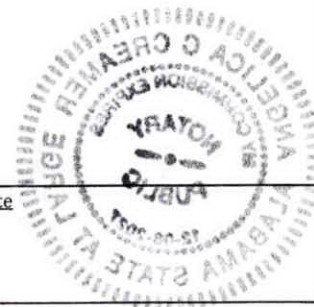


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	Application Type ☐ New Business ☒ New Owner ☐ Location Change	Transfer - License? ☐ No ☒ Yes Relocation Date	Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other		
License Type Applied for with 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 PRIYAN LLC		Trade Name (DBA) DIP CLUBFOODMART			
Company Physical Address (Street Address, Suite #) 3110 DAUPHIN ISLAND PARKWAY		City MOBILE	State AL		
		Zip Code 36605			
Business Contact Person Information					
Name DIVYESH PATEL	Title MEMBER	Phone 4076008693	Email DIPFOODMART@gmail.com		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 3000	Parking Provided 1000	Parking Required 1000	Compliance 1000	Zoning F-1	Approved F-1
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 be observed and performed by Tenant under this Lease.

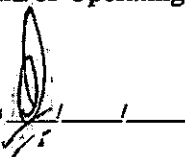
ARTICLE III – TERM AND POSSESSION

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-judgment 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.

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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 – ASSIGNMENT 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.

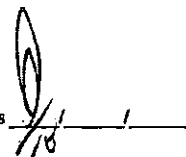
20.06 Construed Covenants and Severability. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Article hereof. Should any provision of this Lease be or become invalid, void, illegal 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.

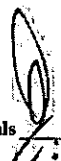
20.15 Guaranty. The obligations under this lease are to be guaranteed by Divyeshkumar C Patel and Yogesh Gulab on a continuing and unconditional basis, the terms of which are set forth on Exhibit "C" attached hereto and incorporated by reference herein.

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**

Initials  _____

TWO WITNESSES REQUIRED:

[Signature]
Witness 1 (sign above)

VIRAJ PATEL
Witness 1 (print name above)

Witness 1 Address
1295 Cheney Hwy, Unit C
Titusville, FL 32955

[Signature]
Witness 2 (sign above)

Claudia Ramirez
Witness 2 (print name above)

Witness 2 Address
380 Commerce Parkway
Rockledge, FL 32955

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

[Signature]
Claudia Ramirez
(Sign top line, Print Name 2nd line)

LANDLORD:

Alabama Petro LLC
an Alabama Limited Liability Company

By: [Signature]
Rajendra Shah, its MGR

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
36607

Earl Reed
Witness 2 (sign above)

Earl Reed
Witness 2 (print name above)

Witness 2 Address
453 Dauphin St. Mobile, AL 36602

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01st 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 0 has produced driver's license as identification.

[Notary Seal]

Angelica C. Creamer
Angelica C. Creamer
(Sign top line, Print Name 2nd line)

TENANT:

Priyan LLC
an Alabama Limited Liability Company

By: [Signature]
Divyeshkumar C Patel, MBR

Initials [Signature]

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.

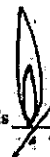
Initials  _____

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

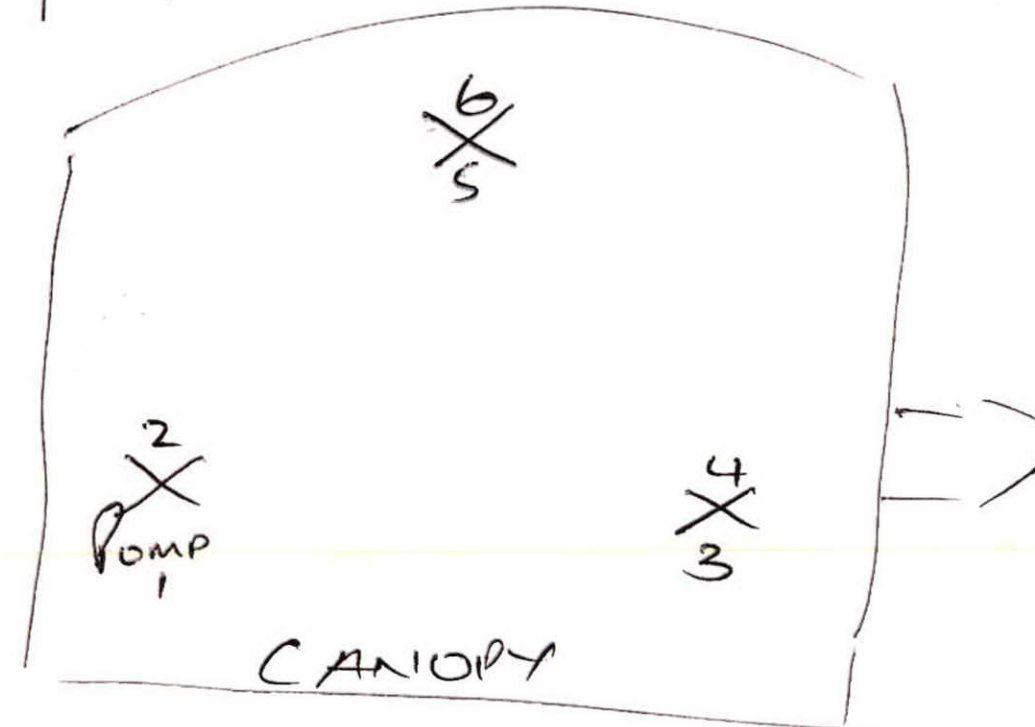
PLANNING & ZONING DEPARTMENT APPROVAL

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 ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with 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 PRIYAN LLC				Trade Name (DBA) DIP CLUBFOODMART			
Company Physical Address (Street Address, Suite #) 3110 DAUPHIN ISLAND PARKWAY				City MOBILE	State AL	Zip Code 36605	
Business Contact Person Information							
Name DIVYESH PATEL		Title MEMBER	Phone 4076008693	Email DIPFOODMART@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2260	Parking Provided 8	Parking Required 8	Compliance ✓	Zoning B-2	Approved ✓		
Comments EXISTING CONVENIENCE STORE							
Print Name CALDWELL G. WHISTLER		Signature Caldwell C. Whistler			Date 9-24-2025		

DAUPHIN ISLAND PARKWAY

CUBHOUSE ROAD



HANDICAP PARKING

STORE

DUMPSTER

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 Dauphin 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



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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_Phath 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 COUNCIL OF 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 ARISING 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 SAFETY 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).



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 VEGLIATCH. I can be reached at the phone number 251-208-7980 or by email address NICK.VEGLIATCH@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.

Signature Of Officer

Robert L. King, III

Handwritten text, possibly a signature or initials.



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
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- **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))

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- 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**.
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Contact:

Cherlina P. Monteiro
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- **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).

(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:** 4:00 PM (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: [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.

[Signature]
Notary Public

Print Tamaris Locke

My commission expires: May 2029



(Seal)



Alabama Secretary of State



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](#)

Alabama
Sec. Of State
New Entity
002-641
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 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

Tarrance Johnson
Signature of Member/Organizer

DLL 1.1 Rev. 6/2001

mobile, AL 36618

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

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.

This form was prepared by: (type name and full address)

*Tarrance Johnson
2205 Mickey Dr
Mobile, AL 36618*

DLLC Amendment - 10/2011

page 1 of 2

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)

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
002-641 DLL
Date 12/28/2012
Time 17:00
130604 2 Pg

File	\$50.00
Ackn	\$0.00
Exp	\$0.00

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 36603

☐ 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)

Terrance Johnson / Robert L. King III
Signature as required by 10A-5-2.04

Terrance Johnson / ROBERT L. KING III
Typed Name of Above Signature

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

Signature [Signature]
Joe McEachern, Jr. Chief Clerk

Date 12/21/12

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.

This form was prepared by: (type name and full address)

Tarrance Johnson
5005 Mickey Dr.
Mobile, AL 36618

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)

(For SOS Use Only)

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 Terrance Johnson remove myself from Phat Tuesdaysports Bar LLC.
from organizer and member. Also address that 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)

Terrance Johnson / Robert L. Knight
Signature as required by 10A-5-2.04

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge

Terrance Johnson / Robert L. Knight
Typed Name of Above Signature

Signature [Signature]
Joe McEachern, Jr. Chief Clerk

member / member
Typed Title/Capacity to Sign under 10A-5-2.04

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.



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 1. I can be reached at the phone number 251-268-7977 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.


Signature
RICHARD JOHNSON
CEO

Robert L. King, III (print name if other)

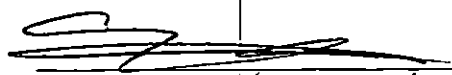
or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive, or other misleading information or omission of material fact.

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.


Asset Forfeiture Unit : MED

**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**

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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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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:

Lana Pafenbach

Lana Pafenbach

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,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

A handwritten signature in blue ink, appearing to read 'John Forrester'.

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 _____



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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:

Lana Pafenbach

Lana Pafenbach

2026

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 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  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.pmj@statefarm.com																					
INSURED SPIRE LLC 304 CONGRESS ST MOBILE AL 366036410	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Fire and Casualty Company	25143	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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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.

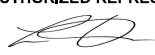
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	93-B5-R429-1	02/27/2025	02/27/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	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
							\$
	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

CANCELLATION

CITY OF MOBILE PO BOX 1827 MOBILE AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  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.

III. 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

CONTRACTOR:
Spire, LLC
c/o Carl Norman
As: Contractor's Authorized Agent
304 Congress St.
Mobile, AL 36603

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- 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

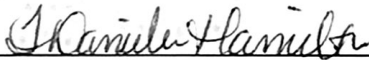
Date:

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, 2025

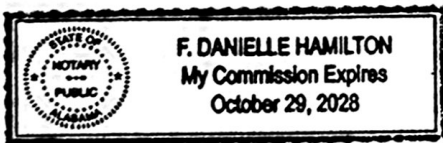


Notary Public

Print F. Danielle Hamilton

My commission expires: 10-29-2028

(Seal)



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



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  Lad Drago 7623 Spanish Fort Blvd Spanish Fort AL 365275333	CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 E-MAIL ADDRESS: lad.drago.pmj@statefarm.com INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25143
INSURED SPIRE LLC 304 CONGRESS ST MOBILE AL 366036410	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	93-B5-R429-1	02/27/2025	02/27/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	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
							\$
	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

CANCELLATION

CITY OF MOBILE PO BOX 1827 MOBILE AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  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: 20252831815 43KF

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



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.

Company ID Number: 2901981

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

Company ID Number: 2901981

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

Company ID Number: 2901981

(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



Company ID Number: 2901981

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.

Company ID Number: 2901981

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



Company ID Number: 2901981

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



Company ID Number: 2901981

- 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.

Company ID Number: 2901981

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



Company ID Number: 2901981

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.



Company ID Number: 2901981



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.



Company ID Number: 2901981



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.

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Robert Hope is appointed to the History Museum of Mobile Board
effective immediately for a term ending October 28, 2028.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember William Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Brenda Jackson is re-appointed to the Mobile Library Board effective
immediately for a term ending October 28, 2029.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor's appointment of Maxine Walters to replace Roberta Swan on the Mobile Housing Authority Board for a term effective October ____, 2025 through August 31, 2027, is hereby approved and confirmed.

ADOPTED:

CITY CLERK

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 5 described in the resolution adopted on the 24th day of **September**, 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 5, as described in the resolution adopted on the 24th day of **September**, 2025, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.1670 on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

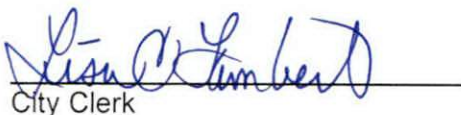
WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1670** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **28th day of October, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: SEP 24 2025


City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Deputy Director
DATE: **September 19, 2025**

SUBJECT: WEED LIEN GROUP **1670**

Attached, please find Assessment Lists for Weed Lien Group Number 1667 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): 09/24/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 10/28/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at (251) 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 09/25/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 10/02/2025

LEGAL NOTICE ADS: 10/09/2025 -10/16/2025

POSTING DATE: 10/21/2025

Copy to Marchetta Taite

	WEED LIEN				
	CONTRACT NUMBER				
	1670		Res. No.		
9/24/2025	LOTS TO BE DECLARED		58-		
10/28/2025	LOTS FOR PUBLIC HEARING		58-		
	LOTS TO BE ASSESSED FOR COST		58-		
NO.	Address	Case #	Assess Amount	Dis	N/A
1	403/405 Seabreeze Road E.	69539		5	
	Parcel Number: R022808384004076.000				
2	4005 Cresthaven Rd	69540		5	
	Parcel Number: R022808384004020.000				
3	352 Seabreeze Road E.	69541		5	
	Parcel Number: R022808384001064.000				
4	4021 Seabreeze Road N.	69542		5	
	Parcel Number: R022808384001083.000				
5	300 Seabreeze Ct.	69545		5	
	Parcel Number: R022808384001063.000				
Lots By District		Number of Lots Cut			
1	0		1		
2	0		2		
3	0		3		
4	0		4		
5	5		5		
6	0		6		
7	0		7		
Total	5				

Marchetta Jarte 9-19-25

Amy Jackson

9-19-25



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 2025

Submitted by:

Joseph Snowden

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Karen Williamson.pdf

REVIEWERS:

Dawn Seese

Donna Bryars

Lana Pafenbach

Cherlina Monteiro

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **September 2025 – Karen Williamson (Employee # 15799)**

Administrative Services – Executive Assistant to the Mayor

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

Adopted:

City Clerk

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

Sponsored by: Councilmembers Cory Penn, District 1

WHEREAS, *Councilmember Penn wishes to appropriate \$300.00 to **Family Counseling Center of Mobile, Inc.**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Family Counseling Center of Mobile, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to **Family Counseling Center of Mobile, Inc.**, will be used to assist with *Brunch Fest on November 1, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$300.00 to Family Counseling Center of Mobile, Inc.**, 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: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate \$300.00 to **Family Counseling Center of Mobile, Inc.***, from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Family Counseling Center of Mobile, Inc.***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Family Counseling Center of Mobile, Inc.***, will be used to *assist with Brunch Fest on November 1, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$300.00 to Family Counseling Center of Mobile, Inc.***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$2,000.00 to U. J. Robinson Memorial Center*, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, *U. J. Robinson Memorial 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 *U. J. Robinson Memorial Center*, will be used to *assist with operational expenses*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of *\$2,000.00 to U. J. Robinson Memorial 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 William Carroll, District 2

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

WHEREAS, ***Marching Cougars Band**, is an Alabama non-profit corporation which provides a service to the community; and*

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$4,200.00 to Marching Cougars Band***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate \$4,200.00 to **Marching Cougars Band**, from the District 3 Discretionary Fund (10041020 42080); and*

WHEREAS, **Marching Cougars Band**, is an Alabama non-profit corporation which provides a service to the community; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$4,200.00 to Marching Cougars Band**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods, District 6

WHEREAS, *Councilmember Woods wishes to appropriate \$1,500.00 to **Marching Cougars Band**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, **Marching Cougars Band**, is an Alabama non-profit corporation which provides a service to the community; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,500.00 to Marching Cougars Band**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods, District 6

WHEREAS, *Councilmember Woods wishes to appropriate \$1,500.00 to **The Child Advocacy Center, Inc.**, from the District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, ***The Child Advocacy Center, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to **The Child Advocacy Center, Inc.**, will be used to *assist with the 12th 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 **\$1,500.00 to The Child Advocacy Center, Inc.**, 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

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: Special Events Retail Liquor License

Submitted by: El Jefe House of Cigars, LLP

Location: Port City Classic
1621 Virginia Street
Mobile, AL 36604

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
09/22/2025	NEW APPLICATION	2025 - 5757	130015	2	October 28, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

PORT CITY CLASSIC

Location Address

1621 VIRGINIA ST

City, State, Zip Code

MOBILE AL 36604

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

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Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

PORT CITY CLASSIC

Location Address

1621 VIRGINIA ST

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

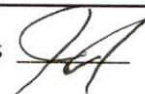
Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date 09/22/2025	Application Type NEW APPLICATION	Application Number 2025 - 5757	License Account # 130015	Council District 2	Council Agenda Date October 28, 2025
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name EL JEFE HOUSE OF CIGARS LLP			Trade Name (DBA) PORT CITY CLASSIC		
Business Structure Type LLP - LIMITED LIABILITY PARTNERSHIP		Incorporation Date 01/29/2023	SOS Entity ID 001-060-248	State AL	County MOBILE
Federal Tax ID (FEIN) 93-1581171	Alabama State Sales Tax ID R011942274		Business Phone Number (251) 510-1478		
Physical Address (Street Address, Suite #) 1621 VIRGINIA ST			City MOBILE	State AL	Zip Code 36604
Mailing Address (Street Address, Suite #, PO Box) 309 S WILSON AVE			City PRICHARD	State AL	Zip Code 36610
Primary Business Activity at the Location Explain (other) LOUNGE/BAR			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name JAMONTY JONES	Title OWNER	POA	Phone (251) 510-1478	Email JJONES@ELJEFEHOUSEOFCIGARS.ORG	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY			Property Owner Phone Number (251) 221-4000	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1621 VIRGINIA ST			City MOBILE	State AL	Zip Code 36604
Bldg Square Footage 12,000	Bldg Seating Capacity 40,000	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers 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? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
<u>Full Name (Last, First, Middle)</u> JAMONTY LEVON JONES		<u>Title</u> OWNER		<u>Driver's License (State, Number)</u> 6816824 AL	
<u>Home Address (Street Address, Apt/Unit #)</u> 1831 WOODLAAND HILLS DR W		<u>City</u> SEMMES		<u>State</u> AL	<u>Zip Code</u> 36575
<u>Date of Birth</u> 0614/1981	<u>Place of Birth (City, State, Nation)</u> MOBILE AL		<u>Social Security Number</u> 419-11-8644		<u>Mobile/Phone Number</u> (251) 510-1478
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>					
YES	<u>If Yes, Legal Business Name</u> EL JEFE HOUSE OF CIGARS LLP	<u>Business DBA</u> EL JEFE HOUSE OF CIGARS	<u>Physical Location Address (Street, City, Zip Code)</u> 309 S WILSON AVE PRICHARD AL 36610		
<u>Full Name (Last, First, Middle)</u> LEMARCUS DEANGELO MAYE		<u>Title</u> OWNER		<u>Driver's License (State, Number)</u> 6541825 AL	
<u>Home Address (Street Address, Apt/Unit #)</u> 664 PETIT AVENUE		<u>City</u> MOBILE		<u>State</u> AL	<u>Zip Code</u> 36617
<u>Date of Birth</u> 07/03/1979	<u>Place of Birth (City, State, Nation)</u> MOBILE AL		<u>Social Security Number</u> 423-06-6278		<u>Mobile/Phone Number</u> (251) 610-5499
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
YES	<u>If Yes, Legal Business Name</u> EL JEFE HOUSE OF CIGARS LLP	<u>Business DBA</u> EL JEFE HOUSE OF CIGARS	<u>Physical Location Address (Street, City, Zip Code)</u> 309 S WILSON AVE PRICHARD 36610		
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person	
<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

A Monty Jones

Owner/Applicant/POA Signature

Date of Application Signature

Title of Person Signing this Application

Sworn to and subscribed before me this **23rd** day of **October** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

November 19 2025

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
09/22/2025	NEW APPLICATION	2025 - 5757	130015	2	October 28, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EL JEFE HOUSE OF CIGARS LLP

Trade Name (DBA)

PORT CITY CLASSIC

Location Address

1621 VIRGINIA ST

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
JAMONTY JONES	OWNER		(251) 510-1478	JJONES@ELJEFEHOUSEOFCIGARS.ORG

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 09/22/2025

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 advertng 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:

EL JEFE HOUSE OF CIGARS LLP

dba

PORT CITY CLASSIC

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL and

for the premises located at

1621 VIRGINIA ST

, 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 28, 2025** for application number **2025 - 5757**

- 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.



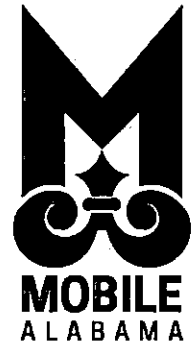
Applicant/POA Signature

Tara Harris

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

October 23, 2025



SPC EVENT GULF COAST CHALLENGE

1621 VIRGINIA STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 130015 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2160514	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: 20251021131054638

Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00
 Type License: 990 - TOBACCO ONLY State: \$150.00 County: \$0.00
 Trade Name: **PORT CITY CLASSIC** Filing Fee: \$100.00
 Applicant: **EL JEFE HOUSE OF CIGARS LLP** Transfer Fee:
 Location Address: 1621 VIRGINIA ST MOBILE, AL 36604
 Mailing Address: 309 S WILSON AVE PRICHARD, AL 36610
 County: MOBILE Tobacco sales: YES Tobacco Vending Machines:
 Product Type: 01 Type Ownership: LLP
 Book, Page, or Document info: 001-060-248
 Do you sell Draft Beer?:
 Date Incorporated: 01/29/2023 State incorporated: AL County Incorporated: MOBILE
 Date of Authority: 01/29/2023
 Federal Tax ID: 93-1581171 Alabama State Sales Tax ID: R011942274

Name:	Title:	Date and Place of Birth:	Residence Address:
LEMARCUS DEANGLEO MAYE 6541825 - AL	PARTNER	07/03/1979 MOBILE AL	664 PETIT AVE MOBILE, AL 36617
JAMONTY LEVON JONES 6816824 - AL	PARTNER	06/14/1981 MOBILE AL	1831 WOODLAND HILLS DR W SEMMES, AL 36575

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: JAMONTY JONES
 Business Phone: 251-510-1478
 Fax:

Home Phone: 251-510-1478
 Cell Phone: 251-510-1478
 E-mail: JJONES@ELJEFEHOUSEOFCIGARS.ORG

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: 20251021131054638

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY 251-221-4000**

What is lessors primary business? **EDUCATION**

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?

Does the premise have a fully equipped kitchen? **YES**

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? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **12000** Display Square Footage:

Building seating capacity: **40000** 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: 20251021131054638

Initial each

☒ JJ

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Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

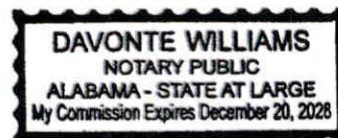
Applicant Name (print): Jamonty Jones

Signature of Applicant: [Signature]

Notary Name (print): Davonte Williams

Notary Signature: Davonte Williams

Commission expires:



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: 20251021131054638



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: 11/14/2025 Ending Date: 11/14/2025

Special terms and conditions for special event/special retail:

SERVING BEER WINE AND LIQUOR. ENTRANCE/EXITS WILL BE MONITORED.
THIS IS A NON RENEWABLE LICENSE.

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?: EL JEFE HOUSE OF CIGARS

Are there any special restrictions, instructions, and/or conditions for this license?:

SERVING BEER WINE AND LIQUOR. ENTRANCE/EXITS WILL BE MONITORED.
THIS IS A NON RENEWABLE LICENSE.

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to form a limited liability partnership under Sections 10A-1-3.05 and 10A-8A-10.01 of the Code of Alabama 1975, this Statement of Limited Liability Partnership 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 partnership (must contain the words "Limited Liability Partnership" or the abbreviation "L.L.P." or "LLP," and comply with Code of Alabama, Section 10A-1-5.07):

El Jefe House of Cigars, LLP

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 limited liability partnership:

309 S Wilson Avenue Prichard, AL 36610

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent (only one agent): Jones Jamonty

Street (**No PO Boxes**) address of Registered Office (**must be located in Alabama**):

309 S Wilson Avenue Prichard, AL 36610

***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	
001-060-248	D2P
Date	01/29/2023
Time	20:20:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

5. Purpose for which the limited liability partnership was formed: _____

Entertainment Services

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

The name(s) of the Organizer(s): _____

Street (**No PO Boxes**) address of Organizer(s): _____

Mailing address of Organizer(s) – (if different from street address): _____

8. The partnership is formed as a limited liability partnership.
9. The statement of limited liability partnership is effective immediately on the date the statement is filed with the Office of the Secretary of State or at the later date specified in this filing.

The undersigned specify 1 / 29 / 2023 as the effective date (must be later than the date filed in the office of the Secretary of State).

☐

Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability partnership.

*County of Registered Agent is requested in order to determine distribution of County filing fees

1 / 29 / 2023
Date (MM/DD/YYYY)

Jamonty Jones

Signature as required by 10A-8A-10.01

Owner

Title

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:

El Jefe House of Cigars, LLP

This name reservation is for the exclusive use of Jamonty Jones, 309 S Wilson
Avenue, Prichard, AL 36610 for a period of one year beginning January 29, 2023
and expiring January 29, 2024



RES069877

**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.**

January 29, 2023

Date

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

Wes Allen

Secretary of State



**Department of the Treasury
Internal Revenue Service
1973 North Rulon White Blvd
Ogden, UT, 84404-5402**

In reply refer to: 0446229310
11/27/2023 LTR 147C

EL JEFE HOUSE OF CIGARS LLP
LEMARCUS D MAYE GEN PTR
309 S WILSON AVE
PRICHARD, AL 36610-3907-096

Employer Identification Number: 93-1581171

Dear Taxpayer:

Thank you for your inquiry of 11/27/2023.

Your Employer Identification Number (EIN) is 93-1581171.
Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 1-800-829-0115. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,
Ms. Smith
1004146473
CSR



2025

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

EL JEFE HOUSE OF CIGARS LLP

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011942274	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 424990

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

309 S WILSON AVENUE PRICHARD AL 36610-0000



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 El Jefe House of Cigars LLP

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.

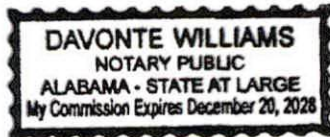
Sworn to and subscribed before me this 9th day of September 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Davonte Williams	Davonte Williams	December 20, 2028

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Mobile County Public Schools

Owner of Property (Signature)

[Signature]

Street Address

11621 Virginia Street

City, State, Zip

Mobile, AL 36604

Date Agreement Signed

9/9/2025

Jamonty Jones

Applicant Name (Signature)

[Signature]

Street Address

309 S Wilson Ave.

City, State, Zip

Prichard, AL 36604

Date Agreement Signed

9-9-2025

Facility Usage Agreement

El Jefe House of Cigars, LLP
309 S Wilson Ave.
Prichard, AL 36610

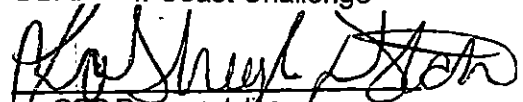
The Board of School Commissioners of Mobile County hereby give El Jefe House of Cigars, LLP permission to sale cigars, hookah, wine, liquor and beer at Ladd-Pebble Stadium located at 1621 Virginia Street, Mobile, AL 36604. El Jefe House of Cigars, LLP will be allowed to sale cigars, hookah, liquor and beer during the ancillary events of the Gulf Coast Challenge on the outer perimeter of the stadium on the property of Ladd-Pebble Stadium on October 2nd and October 3rd, 2025, between the hours of 8:00am to 10:30pm on the day of the event. El Jefe House of Cigars, LLP will be allowed to sale wine, liquor and beer during the Gulf Coast Challenge game in the stadium at Ladd-Pebble Stadium on October 4th, 2025, between the hours of 8:00am to 10:30pm on the day of the event. All services and sales will be within the guidelines of the laws of the State of Alabama, the City of Mobile, and the Alabama ABC Board.

Board of School Commissioners
Of Mobile County


Board of School Commissioners Representative

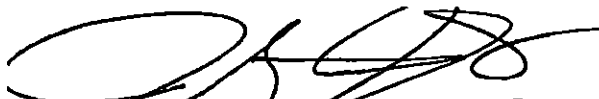
8-14-2025
Date

Brothers Working Together, LLC
DBA: If Coast Challenge


GCC Representative

8/14/2025
Date

El Jefe House of Cigars, LLP


El Jefe House of Cigars Representative

8/14/2025
Date

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of January 29, 2023, by and between Bridge Builder Management ("Landlord"), and El Jefe House of Cigars LLP ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Entire Building (the "Premises") located at 309 S Wilson Ave, Prichard, AL 36610.

TERM. The lease term will begin on October 01, 2023 and will terminate on June 01, 2028.

LEASE PAYMENTS. Tenant shall pay to Landlord annual installments of \$3,000.00, payable in advance on the fifth day of each month. Lease payments shall be made to the Landlord at 311 South Wilson Avenue, Prichard, Alabama 36610. The payment address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,000.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Cigar Lounge. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

FURNISHINGS. The following furnishings will be provided: The building will be furnished with bar equipment, humidors, furniture and all essentials to run the business. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PARKING. Tenant shall be entitled to use 2 parking space(s) for the parking of the Tenant's customers' /guests' motor vehicle(s).

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$250,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$500,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE.

Tenant's obligations for maintenance shall include:

- the sewer, water pipes, and other matters related to plumbing
- the air conditioning system
- Must keep building clean and operational during entire lease.
- all other items of maintenance not specifically delegated to Landlord under this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$250.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Bridge Builder Management
311 South Wilson Avenue
Prichard, Alabama 36610

TENANT:

El Jefe House of Cigars LLP
309 S Wilson Ave
Prichard, AL 36610

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
Bridge Builder Management

By: 

Tim Hale Jr, Member
Bridge Builder Management

Date: 06/15/2023

TENANT:
El Jefe House of Cigars LLP

By: 

JaMonty Joffes, Member

Date: 06/15/2023

By: 

Lemarcus Maye, Member

Date: 06/16/2023



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 ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) LLP ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with 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 El Jefe House of Cigars LLP				Trade Name (DBA) El Jefe House of Cigars			
Company Physical Address (Street Address, Suite #) 1621 Virginia St				City mobile	State AL	Zip Code 36616	
Business Contact Person Information							
Name Jamonty Jones		Title owner		Phone 251-516-1478		Email jjones@eljefehouseofcigars.org	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 12000	Parking Provided 40+	Parking Required 70	Compliance ✓	Zoning B-3	Approved ✓		
Comments SPECIAL EVENT VENUE AT FOOTBALL GAME							
Print Name CALDWELL C. WHISTLER		Signature C. Caldwell C. Whistler			Date 10.23.2025		



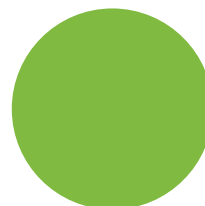


City of Mobile, Alabama

Icon Style Guide

January 2016

COLOR



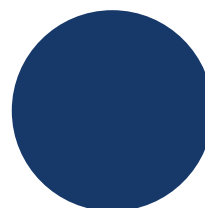
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RGB 127,180,57

HEX #7FB439

Pantone Coated 360C

Pantone Uncoated 368U



CMYK 100-85-30-20

RGB 30,54,104

HEX #1E3668

Pantone Coated 534C

Pantone Uncoated 281U

COLOR (Print)



CMYK



55-5-100-0 100-85-30-20



Pantone Coated



360 C 534 C



Pantone Uncoated



368 U 281 U

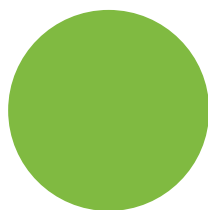


CMYK 0-0-0-30
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 HEX #BCBEC0
 Pantone Coated Cool Gray 5 C
 Pantone Uncoated Cool Gray 4 U

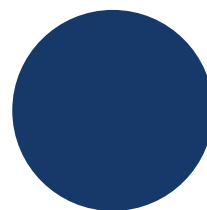


CMYK 0-0-0-70
 RGB 109, 110, 113
 HEX #6D6E71
 Pantone Coated 424 C
 Pantone Uncoated 425 U

COLOR (Web/Multimedia)



RGB 127,180, 57
HEX #7FB439
HSB 86°, 68%, 71%
LAB 68, -32, 54

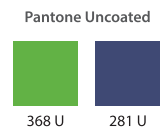
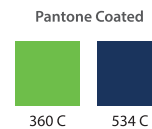
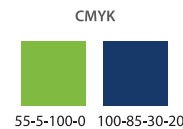


RGB 30, 54, 104
HEX #1E3668
HSB 221°, 71%, 41%
LAB 23, 5, -33

TYPOGRAPHY



Cooper Hewitt Bold

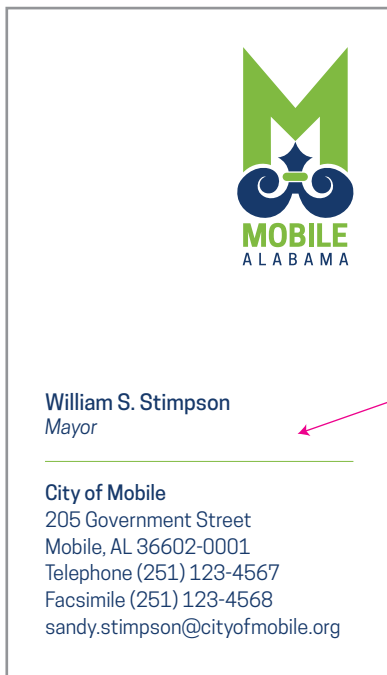


Cooper Hewitt Medium

When incorporating the mark into any promotional mediums, 'MOBILE' and 'ALABAMA' should NOT be set in text. Please place only the digital file versions (EPS, .AI, .PSD, PNG, JPG, etc.) in appropriate media with the entire graphic.

TYPOGRAPHY / Stationery

BUSINESS CARDS



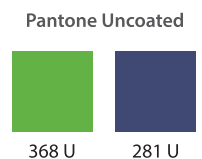
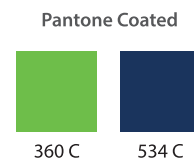
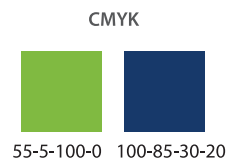
Typography for all official City stationery shall incorporate the Cooper Hewitt font family, shown here in its variants.

9pt. leading should be used throughout.

Name : 8pt. Cooper Hewitt Medium
Title : 7.5pt / 9 Cooper Hewitt Book Italic

'City of Mobile' : 7.5pt / 9 Cooper Hewitt Medium
Contact Detail : 7.5pt / 9 Cooper Hewitt Book

Ink : Assign only the following values to appropriate text, hairlines and graphics:



TYPOGRAPHY / Stationery

LETTERHEAD



January 21, 2016

Mr. John Taylor
Chief Financial Officer
XYZ Corporation
123 Any Street
Anytown, AL 36601

Dear Mr. Taylor:

Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum.

It is a long established fact that a reader will be distracted by the readable content of a page when looking at its layout. The point of using Lorem Ipsum is that it has a more-or-less normal distribution of letters, as opposed to using 'Content here, content here', making it look like readable English. Many desktop publishing packages and web page editors now use Lorem Ipsum as their default model text, and a search for 'lorem ipsum' will uncover many web sites still in their infancy. Various versions have evolved over the years, sometimes by accident, sometimes on purpose (injected humour and the like).

Contrary to popular belief, Lorem Ipsum is not simply random text. It has roots in a piece of classical Latin literature from 45 BC, making it over 2000 years old. Richard McClintock, a Latin professor at Hampden-Sydney College in Virginia, looked up one of the more obscure Latin words, consectetur, from a Lorem Ipsum passage, and going through the cites of the word in classical literature, discovered the undoubtable source.

Thank you for your time and consideration. We look forward to your response.


William S. Stimpson
Mayor
Mobile, Alabama

City of Mobile | 205 Government Street | Mobile, AL 36602-0001 | Telephone (251) 123-4567 | Facsimile (251) 123-4568

Text Font : A standard sans-serif font family is recommended for the body of the letter, such as Myriad Pro.

Recommended font size is 9pt., with a leading (line height) of 12pts.

'City of Mobile' : 8pt. Cooper Hewitt Medium
Contact Detail : 8pt. Cooper Hewitt Book

Ink : Assign only the following values to appropriate text, hairlines and graphics:

CMYK

	
55-5-100-0	100-85-30-20

Pantone Coated

	
360 C	534 C

Pantone Uncoated

	
368 U	281 U

TYPOGRAPHY / Stationery

ENVELOPES



'City of Mobile' : 8pt. Cooper Hewitt Semibold
Contact Detail : 8pt. Cooper Hewitt Book

Ink : Assign only the following values to appropriate text, hairlines and graphics:

CMYK		Pantone Coated		Pantone Uncoated	
					
55-5-100-0	100-85-30-20	360 C	534 C	368 U	281 U

ACCEPTABLE USE GUIDELINES



RESOLUTION

Sponsored by: Councilmembers Cory Penn, (District 1), William Carroll (District 2),
C. J. Small (District 3), Ben Reynolds (District 4), Joel Daves (District 5),
Josh Woods (District 6), and Gina Gregory (District 7)

WHEREAS, Mayor William S. Stimpson created the unique, incredible “Iconic M” which offers the world a new face of progress for our historic City; and

WHEREAS, the “Iconic M” represents the progress, transformation, and history of Mobile while also promoting Mayor Stimpson’s vision of “One Mobile”; and

WHEREAS, the “Iconic M” offers a polished, unforgettable first impression helps attract attention to and instill confidence in Mobile from our citizens, guests, and investors; and

WHEREAS, the City Council of the City of Mobile, Alabama desires to honor Mayor William S. Stimpson upon the occasion of his retirement whereby commemorating his tenure as the 108th Mayor of the City of Mobile; and

WHEREAS, the “Iconic M” is independent, separate, and does not replace the official City of Mobile seal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the “Iconic M” is adopted as the official logo of the City of Mobile, Alabama as depicted in the graphic and specifications attached:

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmembers Cory Penn (District 1), William Carroll (District 2),
C. J. Small (District 3), Ben Reynolds (District 4), Joel Daves (District 5),
Josh Woods, (District 6), and Gina Gregory (District 7)

WHEREAS, the city of Mobile is a melting pot of colorful characters with over 300 years of history and enduring traditions. The city is known as the cultural center of the Gulf Coast with a thriving arts community where diversity is partnered with creativity; and

WHEREAS, it is the birthplace of Mardi Gras and embraces its history with large-scale celebrations throughout the carnival season; and

WHEREAS, Mobile is recognized for its many festivals and events such as the New Year's Eve Moon Pie Drop, Dauphin Street Beer Festival, Mobile International Festival, and the Greater Gulf State Fair.

WHEREAS, quiet times are also celebrated along streets adorned by moss-draped oaks or by enjoying time on one of its many bodies of water; and

WHEREAS, Mobile is born to celebrate as evidenced by the hospitality, vibrance, and exuberance shown by its citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that "Born to Celebrate" is hereby adopted as the official slogan of the City of Mobile, Alabama.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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 Beard Equipment Company for two Bush Hog TDC tri-deck finishing mowers for Parks Dept.

Amount of Contract:

\$56,728.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251022 Beard Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 28 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 Beard Equipment Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Beard Equipment Company for two Bush Hog TDC tri-deck finishing mowers for Parks Dept.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$56,728.00

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:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>26851</u>	2025	(F7000) MOTOR POOL	TWO BUSH HOG TDC TRI-DECK FINISHING MOWERS FOR PARKS DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$56,728.00	<u>(22254) BEARD EQUIPMENT COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026851-00 FY 2025 PO 25014770 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Converted	Page 1
--	--	--------

Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36617

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#251-330-7721
Fax 251-330-4680

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	022254				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 MULTI DECK ROTARY MOWER AS FOLLOWS: TDC SERIES FINISHING MOWER, 17" Additional Description Notes	2.00 EACH	28364.00000	56728.00

MULTI DECK ROTARY MOWER AS FOLLOWS:

TDC SERIES FINISHING MOWER, 17"

AS REQUESTED BY 2012-PARKS

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	56728.00
---	----------

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

56728.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026851-00 FY 2025 PO 25014770 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105paij Status: Converted	Page 2
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Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36617

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#251-330-7721
Fax 251-330-4680

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	022254				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E E0022	.CAPEQUIPMT.		56728.00	84734.06

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	56728.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	07/03/25	KIM CARMODY	Auto approved by: 91055604
Approved	07/03/25	DANIEL OTTO	
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
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

Alamo Group Ag Americas — Bush Hog

Road right-of-way equipment

#032525-ALO

Maturity Date: 5/15/2029

Website: bushhog.com 

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

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

[Products & Services](#)

[Buy Sourcewell](#)

[Documents](#)

[Contact Information](#)

Products & Services

Sourcewell contract 032525-ALO-1 gives access to the following types of goods and services:

- Flex wing rotary cutters
- Single/multi spindle rotary
- Boom mowers
- Finishing mowers
- Flail shredders
- Skid steer brush cutters
- Landscape implements
- Tillage implements
- Construction implements
- Hay tools
- OEM parts
- Operator training (TMOST)

[Locate your local dealer or representative](#) 

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

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

Search Suppliers & Contracts

[General Contracts](#)

[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.

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,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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 SHI International Corp for one-year subscription for Adobe Acrobat Pro and Creative Cloud software licenses for City departments for MIT.

Amount of Contract:

\$114,317.70

Funding Source

General fund.

ATTACHMENTS:

1. 20251017 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 28 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for one-year subscription for Adobe Acrobat Pro and Creative Cloud software licenses for City departments for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$114,317.70

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2716</u>	2026	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION FOR ADOBE ACROBAT PRO AND CREATIVE CLOUD SOFTWARE LICENSES FOR CITY DEPARTMENTS FOR MIT (AL STATE CONTRACT)	\$114,317.70	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1
--	---

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

PER STATE OF ALABAMA CONTRACT #MA230000003919 AND YOUR QUOTE #26498283.			
EMAIL PO TO: LEXI_STEWART@SHI.COM			
001 Adobe Sign for Enterprise Subscription (12 Months, up to 10,000 Transactions, Subscription Limit, SO#: 40291593) Adobe - Part#: 65315738 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.	1.00 EACH	26250.00000	26250.00
1 1000.10.23.5000.5000.5000.0000.0000.42115.			26250.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
Deliver To			
002 Adobe Acrobat Pro Enterprise Term License (Per User, 12 Months, SO#:	257.00 EACH	206.85000	53160.45

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
--	---	--------

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	40291593) Adobe - Part#: 65286686 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.			53160.45
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To			
003	Adobe Acrobat Standard Enterprise Term License (Per User, 12 Months, SO#: 40291593) Adobe - Part#: 65286683 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.	15.00 EACH	160.65000	2409.75
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2409.75

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved Page 3
===== Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To			
004	Adobe Creative Cloud Pro Term License (Per User, 12 Months, SO#: 40291593) Adobe - Part#: 65299026 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.	21.00 EACH	1312.50000	27562.50
1	1000.10.23.5000.5000.5000.0000.0000.42115.			27562.50
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To			
005	Adobe Creative Cloud Single App Pro Enterprise Term License (Per	10.00 EACH	493.50000	4935.00

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105foia Status: Approved Page 4
--	--

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
User, 12 Months, SO#: 40291593) Adobe - Part#: 65300292 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 11/18/2025 - 11/17/2026 Note: 12 months renewal.			

1 1000.10.23.5000.5000.5000.0000.0000.42115.	4935.00
--	---------

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To

[Requisition Link](#)

Requisition Total	114317.70
-------------------	-----------

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.		
	114317.70	4318809.21
INFORMATION TECHNOLOGY EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	10/09/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/09/25	SCOTT KEARNEY	

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002716-00 FY 2026 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 5
--	--

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 kearney@cityofmobile.org
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	272641	10/31/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Approved 10/09/25 UDARA JAYASENA	Auto approved by:	91057606	
Approved 10/17/25 DONALD ROSE	Auto approved by:	9105fola	
Approved 10/17/25 SANDRA LEWIS	Auto approved by:	9105fola	
Approved 10/17/25 STEVEN KRONINGER	Auto approved by:	9105fola	
Approved 10/17/25 SAMANTHA COOLEY	Auto approved by:	9105fola	
Approved 10/17/25 ANNE FOLEY			
Approved 10/17/25 JOHN PAINE	Auto approved by:	9105fola	

Authorized By: _____ Date: _____

Signature

Contract Header

Contract

Software, Valued Added Reseller

Supplier

SHI INTERNATIONAL CORP

Linked Solicitation

NA

Public Comments

NA

Type

Master Agreement

Contract Code

MA230000003919

Sourcing Number

NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

Items

- [State of Alabama PA\(031623\).docx.pdf](#)
- [Cost Plus pricing NASPO SVAR - Alabama.pdf](#)

Item Name	Product Code	UOM
Software	2300000003919-01	Each
Software, consumption based only	2300000003919-02	USD
SHI PunchOut	shi	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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 Software Company for annual subscription renewal for crime investigation software for Gulf Coast Technology Center.

Amount of Contract:

\$20,00.00

Funding Source

General Fund

ATTACHMENTS:

1. 20251023 Chorus Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 28 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 subscription renewal for
crime investigation software for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2748</u>	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL SUBSCRIPTION RENEWAL FOR CRIME INVESTIGATION SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	\$20,000.00	<u>(299282)</u> <u>CHORUS</u> <u>INTELLIGENCE</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002748-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 CHORUS INTELLIGENCE INC
 249 CENTRAL PARK AVE
 SUITE 230

VIRGINIA BEACH, VA 23462

Tel#276-400-7807

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
10/09/25	299282				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

	LE SENSITIVE			
	AS PER QUOTE #20251002-105426921			
	*LICENSE RENEWAL FOR EXISITNG SOFTWARE			
001	j.hancock@chorusintel.com LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- CIS SINGLE USER LICENSE (US) CISSU001 QYT 4 WHOOSTER DAAS CREDITS WSCIS100 QUANTITY:2,000 ZERO COST Vendor Item Inventory Item/Loc 1723	4.00 EACH	5000.00000	20000.00
1	1000.30.15.1502.1502.1502.0000.0000.42140.			20000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002748-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CHORUS INTELLIGENCE INC 249 CENTRAL PARK AVE SUITE 230 VIRGINIA BEACH, VA 23462 Tel#276-400-7807	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/25	299282				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 20000.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140.		
	20000.00	
GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	10/09/25	JASON SMITH	Reviewed and Approved
Approved	10/09/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	10/14/25	ROBERT LASKY	
Approved	10/14/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	10/22/25	DONALD ROSE	Auto approved by: 9105fo1a
Approved	10/22/25	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	10/22/25	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	10/22/25	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	10/22/25	ANNE FOLEY	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 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 Spire LLC for FY2026 marketing services for Events Department..

Amount of Contract:

\$48,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20251020 Spire Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 28 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 Spire LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Spire LLC for FY2026 marketing services for Events
Department..
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$48,000.00

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: Professional services

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2605</u>	2026	(4010) SPECIAL EVENTS	MARKETING SERVICES FOR EVENTS DEPARTMENT FOR FY2026 (PROFESSIONAL SERVICE)	\$48,000.00	<u>(290783) SPIRE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002605-00 FY 2026 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42070. Review: Buyer: 9105paij Status: Approved	Page 1
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Vendor SPIRE LLC 304 CONGRESS STREET MOBILE, AL 36603 Tel#773-412-4702	Ship To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607 EVENTS@CITYOFMOBILE.ORG Delivery Reference EVENTS DEPT./NYA KENNEDY Deliver To PARKS & REC - EVENTS DIVISION NYA KENNEDY 48 N. SAGE AVE MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/25	1290783	10/31/25			SPECIAL EVENTS

LN Description / Account	Qty	Unit Price	Net Price
001 Professional creative services. The twelve-month budget includes 40 billable hours per month at a rate of \$100.00 per hour, totaling \$4,000.00 per month. Total Cost for Creative Services: \$48,000.00 The Above Line Item Is Required By:	480.00 HOUR	100.00000	48000.00

1 1000.20.20.4010.4010.2005.0000.0000.42070.	48000.00
--	----------

Ship To
 PARKS & REC - EVENTS DIVISION
 NYA KENNEDY
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 EVENTS DEPT./NYA KENNEDY

Deliver To
 PARKS & REC - EVENTS DIVISION
 NYA KENNEDY
 48 N. SAGE AVE
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	48000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.42070.		



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Mobile Arena Furniture, Fixtures, and Equipment

Amount of Contract:

\$11,809,498

Funding Source

General Fund (Reimbursable)

ATTACHMENTS:

1. Resolution - Mobile Arena FFE

REVIEWERS:

Scott Collins

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the construction contract and construction budget for the new Mobile Arena includes \$11,809,498 for furniture, fixtures, and equipment (FF&E); and

WHEREAS, the purchase of furniture, fixtures, and equipment will be coordinated through the city's purchasing department and facilitated by Volkert, Inc., as part of the existing arena project contract between the City and Volkert; and

WHEREAS, the Oak View Group has committed \$15,000,000 to the City of Mobile for the Mobile Arena project; and

WHEREAS, it is desirable to establish and fund a capital project account to manage and perform the procurement of furniture, fixtures, and equipment (FF&E) for the new Mobile Arena concurrently with the arena construction; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that a capital project account entitled Mobile Arena FF&E be created, and \$11,809,498 is hereby approved to be transferred from the City's general fund operating account (formerly the unassigned fund balance) to the Mobile Arena FF&E capital account to be used to procure arena furniture, fixtures and equipment, and that the general fund shall be reimbursed these arena construction FF&E funds upon receipt of Mobile Arena funds received from the Oak View Group.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Sandy Stimpson, Mayor

Purpose and Scope of Project:

Authorize 3-year Service Contract with RGLG Inc d/b/a Service Master Services for janitorial services at various City of Mobile locations; \$311,988.00 per year; sponsored by Mayor Stimpson (submitted by Carleen Stout, Real Estate Asset Management Dept)

Amount of Contract:

\$311,988.00 per year

Funding Source

various funding sources

ATTACHMENTS:

1. Contract Packet for CivicPlus SC-024-25

REVIEWERS:

Katie Cassil
Carleen Stout
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

2025

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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: RGLG INC d/b/a SERVICE MASTER SERVICES

Project Name: SERVICE CONTRACT – VARIOUS LOCATIONS –
JANITORIAL SERVICES (3 YEARS)

Project Number: SC-024-25

Amount:	\$311,988.00	FIRST YEAR
	\$311,988.00	SECOND YEAR
	\$311,988.00	THIRD YEAR
	+ \$ 12,500.00	CONTINGENCY
	<u>\$948,464.00</u>	TOTAL CONTRACT

Adopted:

City Clerk



**AGREEMENT 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: RGLG Inc d/b/a ServiceMaster Services
2650 Fairway Drive
Mobile, Alabama 36606
(251) 344-5105

City Business License No.: 200347
City of Mobile Vendor No.: 191787
State Business Entity No.: 000-250-013

For the following PROJECT: SERVICE CONTRACT – VARIOUS LOCATIONS
JANITORIAL SERVICE

PROJECT NUMBER: SC-024-25



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and ServiceMaster Services, hereinafter referred to as "Contractor."

This Agreement, including its Exhibits A, B, C, D, 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 Project Manual for SC-024-25 on August 13, 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:

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance of Various Locations – Janitorial Service (the "Project"), in accordance with the Scope of Work 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.

2.0 TERM

- 2.1** 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, Bid Form, attached hereto and incorporated herein.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** 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 \$948,464.00 for the entire Project in accordance with Exhibit B 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 REAM Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a Notice to Proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no Notice to Proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** 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.

4.0 METHOD OF PAYMENT

- 4.1** 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 REAM Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the REAM Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 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.

5.2 If the City's REAM Deputy Director of Planning and Administration 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.

6.0 LIABILITY OF CONTRACTOR

6.1 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).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

- 7.1** Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** 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.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** 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.
- 8.4** 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.
- 8.5** 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.
- 8.6** 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.

- 8.7** 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.

9.0 TIME FOR PERFORMANCE

- 9.1** 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.

10.0 FORCE MAJEURE

- 10.1** 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.

11.0 OBLIGATIONS OF THE CITY

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.

- 11.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

12.0 TERMINATION

- 12.1** 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.
- 12.2** 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.
- 12.3** 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 below.
- 12.4** 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.
- 12.5** 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.
- 12.6** 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.
- 12.7** 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.

13.0 DISPUTE RESOLUTION

- 13.1** 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.
- 13.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 13.3** 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.
- 13.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 13.5** 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.
- 13.6** 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.

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** 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.

14.3 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.

14.4 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 the 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.

15.0 SUSPENSION/STOP WORK ORDER

15.1 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.

15.2 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.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Real Estate Asset Management Director Carleen Stout-

Clark or the Director's designated representative, Deputy Director of Planning and Administration Chad Holm.

- 16.2** 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 Building Services
c/o: Chad Holm
City's Authorized Agent
P.O Box 1827
Mobile Alabama 36633-1827

CONTRACTOR:

ServiceMaster Services
c/o Jennifer Farrell
Contractor's Authorized Agent
Address 2650 Fairway Dr.
City, State, Zip 36606

- 16.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

- 17.1** 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.

18.0 EFFECT OF DEFAULT

- 18.1** 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.

19.0 WITHHOLDING PAYMENT DUE

- 19.1** 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.

20.0 CURE PLAN

- 20.1** 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.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 21.1** 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.

22.0 PEER REVIEW/VALUE ENGINEERING

- 22.1** 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.

23.0 ANTI-BOYCOTT

- 23.1** 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.

24.0 NON-DISCRIMINATION

- 24.1** 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.

25.0 COMPLIANCE WITH IMMIGRATION LAW

- 25.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. 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 attached Exhibit D, *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.

26.0 MISCELLANEOUS

- 26.1** 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.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** 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.
- 26.8** 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.
- 26.9** 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.
- 26.10** 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.

- 26.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 26.12** 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.
- 26.13** 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.
- 26.14** 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.
- 26.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 26.16** 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.
- 26.17** 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.
- 26.18** 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.

- 26.19 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.
- 26.20 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.

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

Signature

Mayor, City of Mobile

Printed Name and Title

SERVICE CONTRACTOR:

RGLG Inc d/b/a ServiceMaster Services

Signature

Jennifer Farrell - V.P.

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

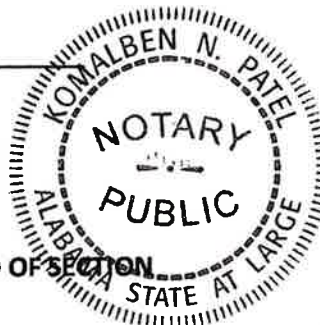
City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jennifer Farrell as V. P. of ServiceMaster and after being duly sworn, did depose and say that he/she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 22nd day of September, 2025.

Komalben N. Patel
NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:

END OF SECTION



My Commission
Expires May 15, 2027

EXHIBIT A – SCOPE OF WORK

JANITORIAL SERVICE

August 13, 2025

Scope of Services: Provide and maintain Janitorial Services for Various City of Mobile Locations as set forth herein and as listed in Bid Form.

General:

- A.** Provide Janitorial Services in a careful manner with all necessary consideration for employees on site, facility neighbors and the public. While on duty, Service Contractor's employees shall be neat in appearance and wear or have proper identification on their persons. Service Contractor employees will be required to wear company uniforms. Avoid interference or extended conversation with site employees and ensure clear passage to and from adjacent buildings and facilities is maintained.
- B.** If Service Contractor causes damages to any portion of the facility during the course of work, the Service Contractor shall immediately notify the Facility Manager or Building Services staff and shall have all repairs or replacements made at no cost to the Owner.
- C.** Schedule: Facilities are to be serviced on the scheduled date. (After the contract is awarded, Building Services can negotiate set dates and times for each facility). Changes to established cleaning times must be requested and approved by the specific site representative or a member of the Building Services staff.
- D.** Routine Services Definitions: All services performed, and products utilized by the Contractor under this Agreement shall adhere to industry standards and best practices applicable to the cleaning services industry. This includes, but is not limited to, the use of appropriate cleaning techniques, equipment, and cleaning products in compliance with all relevant laws, codes, and regulations.
 - **Trash Service:** Empty Waste Baskets/Trash Can; remove and dispose of all trash in waste receptacles, replace liners as appropriate, and place all trash removed in the designated trash receptacle on site.
 - **Clean Floors:** Sweep and vacuum as appropriate and mop hard surfaces. The Contractor shall ensure that clean water is used for all damp mopping of non-carpeted floors and that mop water is changed frequently to maintain cleanliness. Mop heads are to be kept in clean and good working order throughout the term of this contract. Mop heads should be replaced when they show signs of wear and tear, such as discoloration, frayed fibers, pieces falling off, or unpleasant odor. Stairwells, lobbies, breakrooms, elevators, and all areas unique to each location are to be included.
 - **Clean and Sanitize Restrooms:** Clean and disinfect all fixtures, flat surfaces, mirrors, container, walls, and shower stalls. Sweep, mop, and sanitize floors, leaving no standing water. Refill all dispensers to normal limits including paper towels, soap, tissue, towels, liners, etc.

- Breakrooms: Clean and disinfect fixtures, counters, tables, chairs, and sinks.
- Clean and Sanitize Drinking Fountains: Clean fixture exterior surfaces with disinfectant and wipe all surfaces free of water spots.
- Surface Dusting: Wipe down all counter tops, tables, handrails, trim, flat surfaces.
- Interior Glass Cleaning: Use industry recognized standard window cleaning solution to clean interior glass on all interior windows, doors, lobby partitions, ect.

E. Scheduled Services Definitions:

- Deep Cleaning: Days to be scheduled in advance with Contract Administrator or Managing Site Personnel. Deep Cleaning Services to be provided include:
 - Surface cleaning of air returns, ceiling vents, and diffusers.
 - High dusting of shelves, trim, walls, pictures, artwork, cabinetry, chair rails, base boards, etc.
 - Clean and sanitize kickplates, light switches, door handles, railings.
 - Clean, vacuum, and polish furniture.
 - Clean the interior of all exterior glass windows.
 - Dust blinds.
- Floor Maintenance: Floor striping and waxing, or carpet steam cleaning.
 - All VCT Flooring to be stripped and waxed using industry recognized product and procedures with two coats of wax applied. Floors to be properly swept before work is to be completed.
 - Service Contractor's employees shall use all means necessary to protect floors, walls, and furnishings from damage caused by equipment and cleaning materials.
 - Thoroughly machine shampoo using rotary discs and non-soiling shampoo solutions. Clean and rinse using high performance extraction equipment. Deodorize with industry recognized chemical agents to control odors. Vacuum the day after shampooing.

F. Scope of Work Exhibits:

- Janitorial Service Cross Reference Chart
The table below cross-references items in the contracted Scope of Work with each site. The Facility is listed on the far-left column, the Service provided is listed across the top and the Frequency performed is indicated within the chart.
- Site Locations: Provides approximate square footage for each site location.
- Floor Plans: Site floor plans for each location. Sites with multiple departments located within a shared site are marked accordingly.

G. Additional Services:

- If, during the course of work, and unforeseen condition arises, the Service Contractor will immediately provide the City a written report to include detailed description and cost estimate for additional work required using the rates listed in this Agreement. No work may be performed without written approval by the City.

Janitorial Cross Reference Chart

Routine Cleaning Schedule		Scheduled Services	
(D) Daily -Monday – Friday (D/S) Daily with Saturday Service (1xW) One Time Per Week (2xW) Two Times Per Week (3xW) Three Times Per Week (M) Monthly (5xW) Mon, Wed, Fri, Sat, and Sun.		Deep Cleaning Schedule Per Year	Floor Strip & Waxed / Carpet Shampoo Per Year
		(2x)	(1x)
		(4x)	(2x)
			(4x)

Routine Cleaning Schedule								Scheduled Services	
Facility Name	Trash Service	Floor Sweeping/ Mopping /	Restrooms	Breakrooms	Drinking Fountains	Surface Dusting	Interior Glass Cleaning	Deep Cleaning Per Year	Floor Strip and Waxed / Carpet Shampoo Per Year
200 Gov't St 1 st Floor "A" C.R.O.	D	D	D	D	D	D	1x W	4x	4x
200 Gov't St 2 nd Floor East "B" H.B.D.	D	D	D	D	D	D	1x W	4x	4x
200 Gov't St 2 nd Floor West Side "C" Community Affairs	3x W	3xW	3x W	3x W	3x W	3x W	1x W	2x	2x
200 Gov't St 3 rd Floor "D" O.P.R.	2x W	2xW	2x W	2x W	2x W	2x W	1x W	2x	1x
Animal Shelter	D	D	D	D	D	D	1x W	2x	2x
Animal Shelter Admin (Formerly MPD Mounted)	2x W	2xW	2x W	2x W	2x W	2x W	1x W	2x	2x
MPD Police Academy	3x W	3xW	3x W	3x W	3x W	3x W	1x W	2x	2x
MPD Special OPS	3x W	3xW	3x W	3x W	3x W	3x W	1x W	2x	2x
MPD 1st Precinct	3x W	3xW	3x W	3x W	3x W	3x W	1x W	2x	N/A

MPD 2nd Precinct	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD 3rd Precinct	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD 4th Precinct- Public Safety Ctr	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD Headquarters	D	D	D	D	D	D	1x W
MPD Impound Lot	2x W	2xW	2x W	2x W	2x W	2x W	1x W
MPD Traffic Division ¹	3x W	3xW	3x W	3x W	3x W	3x W	1x W
MPD Crime Prevention	1x W	1xW	1x W	1x W	1x W	1x W	1x W
Electrical Department	3x W	3xW	3x W	3x W	3x W	3x W	1x W
Traffic Engineering Dept	3x W	3xW	3x W	3x W	3x W	3x W	1x W
Public Buildings Dept	2x W	2xW	2x W	2x W	2x W	2x W	1x W
Public Works Complex Offices, Restrooms, and Break Areas	D	D	D	D	D	D	1x W
Hurtel Admin Complex "A" Public Service Admin	D	D	D	D	D	D	1x W
Hurtel Admin Complex "B" Engineering Dept	D	D	D	D	D	D	1x W
Hurtel Admin Complex "C" Dept TBD	D	D	D	D	D	D	1x W
Municipal Archives	2x W	2xW	2x W	2x W	2x W	2x W	1x W
Tardy Cottage	2x W	2xW	2x W	2x W	2x W	2x W	1x W
Technology Center	D	D	D	D	D	D	1x W
Western Admin Complex (WAC)	3x W	3xW	3x W	3x W	3x W	3x W	1x W
Azalea City Gold Course Clubhouse	5x W	5xW	5x W	5x W	5x W	5x W	1x W

2x	2x
2x	2x
2x	4x
2x	2x
2x	2x
2x	2x
2x	2x
2x	N/A
2x	N/A
2x	2x
2x	2x
4x	4x
4x	4x
2x	2x
2x	2x
2x	2x
4x	2x
2x	N/A

Buick Building – 1 st Floor	2x W	2xW	2x W	2x W	2x W	2x W	1x W	4x	4x
Buick Building – 2 nd Floor	2x W	2xW	2x W	2x W	2x W	2x W	1x W	4x	4x ²

Location Specific Services:

To include the exterior restroom on the adjacent building.¹

The 2nd floor offices contain antique hardwood and the quarterly floor service will consist of standard industry practices for maintaining this material.

Site Locations– Approx. Square Footage

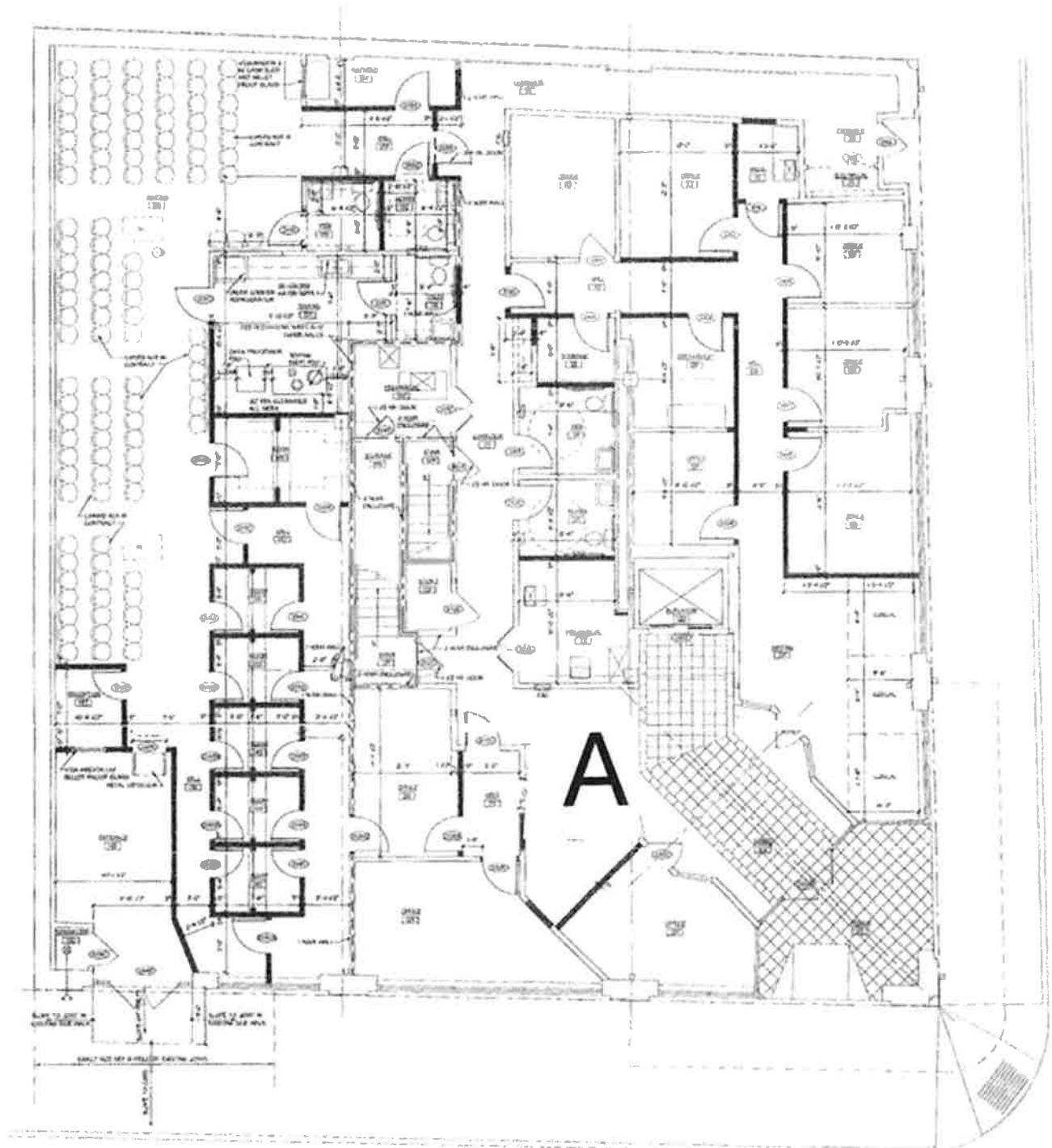
LOCATION	ADDRESS	SQ FOOTAGE
200 Government St-1 st Floor “A”-C.R.O	200 Government St.	5,000*
200 Government St-2 nd Floor East “B”-H.B.D.	200 Government St.	2,000*
200 Government St-2 nd Floor West “C”-Community Affairs	200 Government St.	3,000*
200 Government St-3 rd Floor “D”-O.P.R.	200 Government St.	5,000*
Animal Shelter	855 Owens St.	1,700
Animal Shelter Admin (Formerly MPD Mounted)	1251 Virginia St.	1,500*
Electrical Department	854 Gayle St.	5,000*
MPD Academy	1251 Virginia St.	8,900
MPD-Special Ops Building	850 St. Anthony St.	27,430
MPD Precinct #1	2601 Dauphin Island Parkway	15,038
MPD Precinct #2	5441 Hwy 90W, Suite C	9,384
MPD Precinct #3	2165 St. Stephens Rd.	9,735
MPD Precinct #4-PSC	8080 Airport Blvd.	9,500
MPD HQ	2460 Government St.	37,760
MPD Impound Lot	1251B Virginia St.	6,100
MPD Traffic Division	850 Virginia St.	6,700
MPD Crime Prevention	2407 Airport Blvd.	2,000*
Electrical Department	854 Gayle St.	5,000*
Traffic Engineering	852 Gayle St.	3,500
Public Building Department	850 Owen St.	3,000*
Public Works Complex Offices, Restrooms, and Break Areas	770 Gayle St.	10,000*
Hurtel Admin Complex “A” Public Service Admin	1900 Hurtel St.	17,000*

Hurtel Admin Complex "B" Engineering Dept	1900 Hurtel St.	4,000*
Hurtel Admin Complex "C" Dept TBD	1900 Hurtel St.	2,000*
Municipal Archives	457 Church St.	18,200
Tardy Cottage	104 S. Lawrence St.	5,500
Technology Center	651 Church St.	7,725
Western Admin Complex	4851 Museum Dr.	39,600
Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	7,900
Buick Building – 1 st Floor	455 St. Louis St.	4,500*
Buick Building – 2 nd Floor	455 St. Louis St.	5,500*

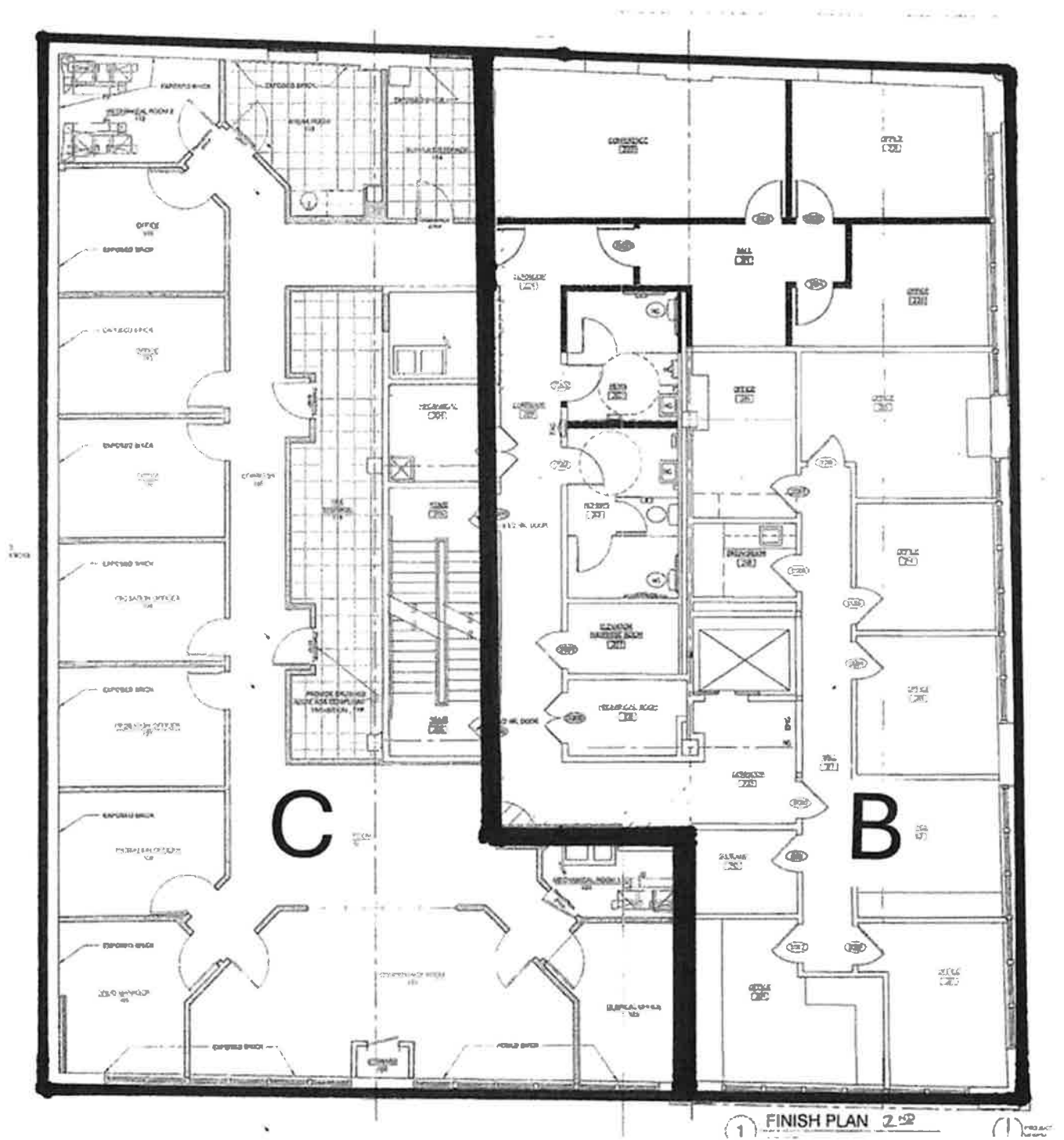
*** Approximate square footage, Service Contractor to verify exact dimensions.**

200 Government St – 1st Floor

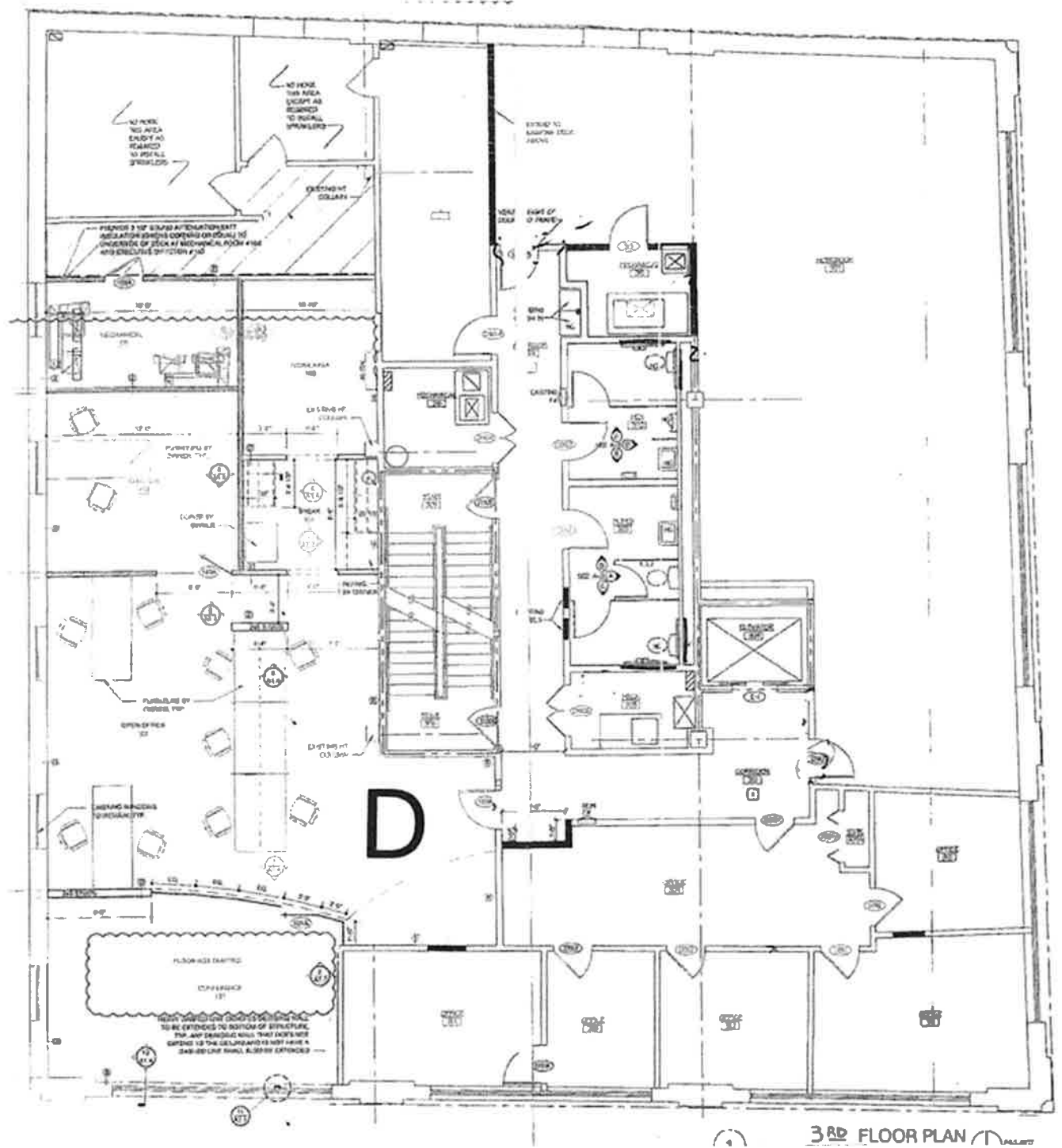
200 Government St – 1st Floor



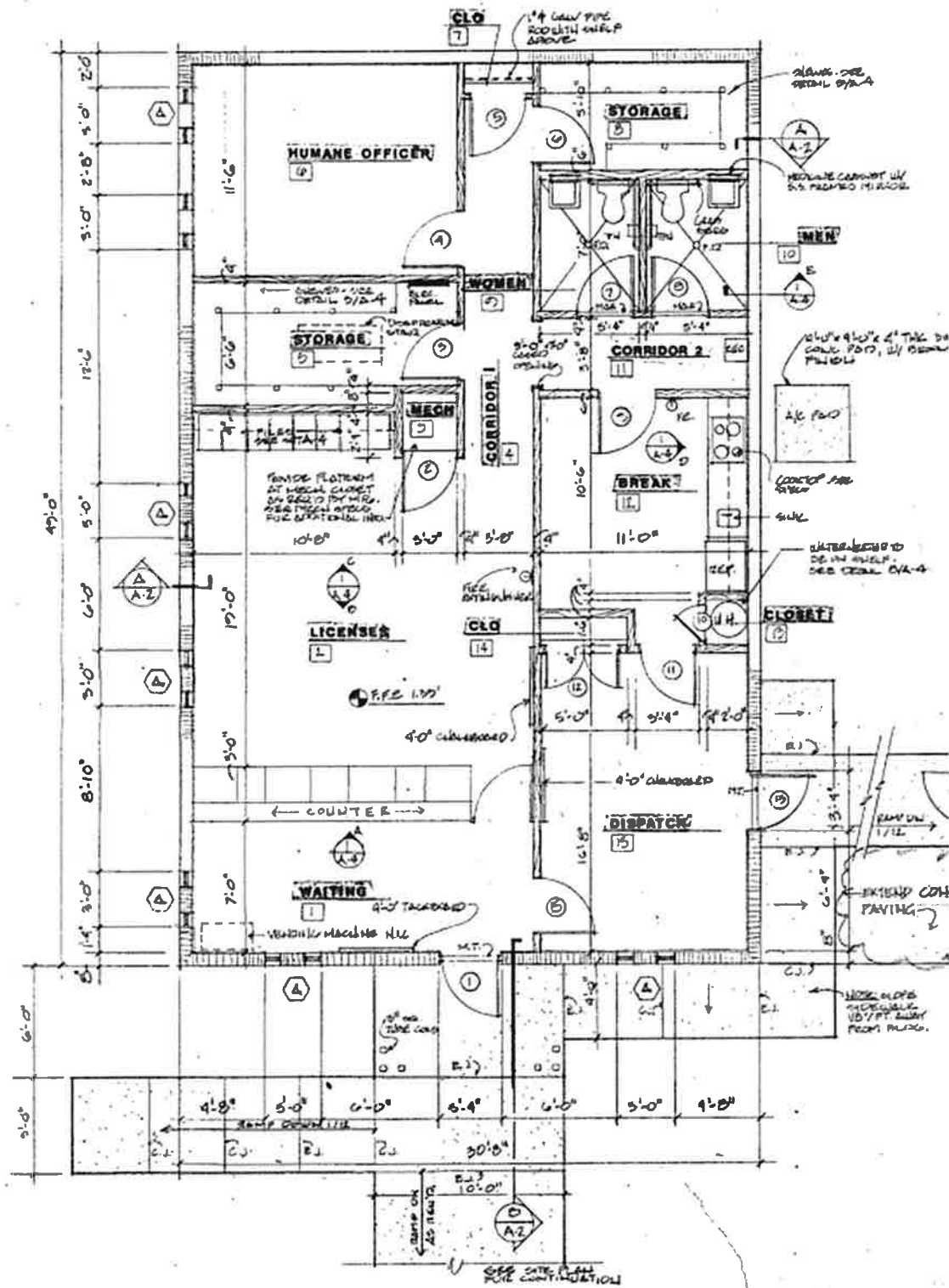
200 Government St – 2nd Floor



200 Government St – 3rd Floor

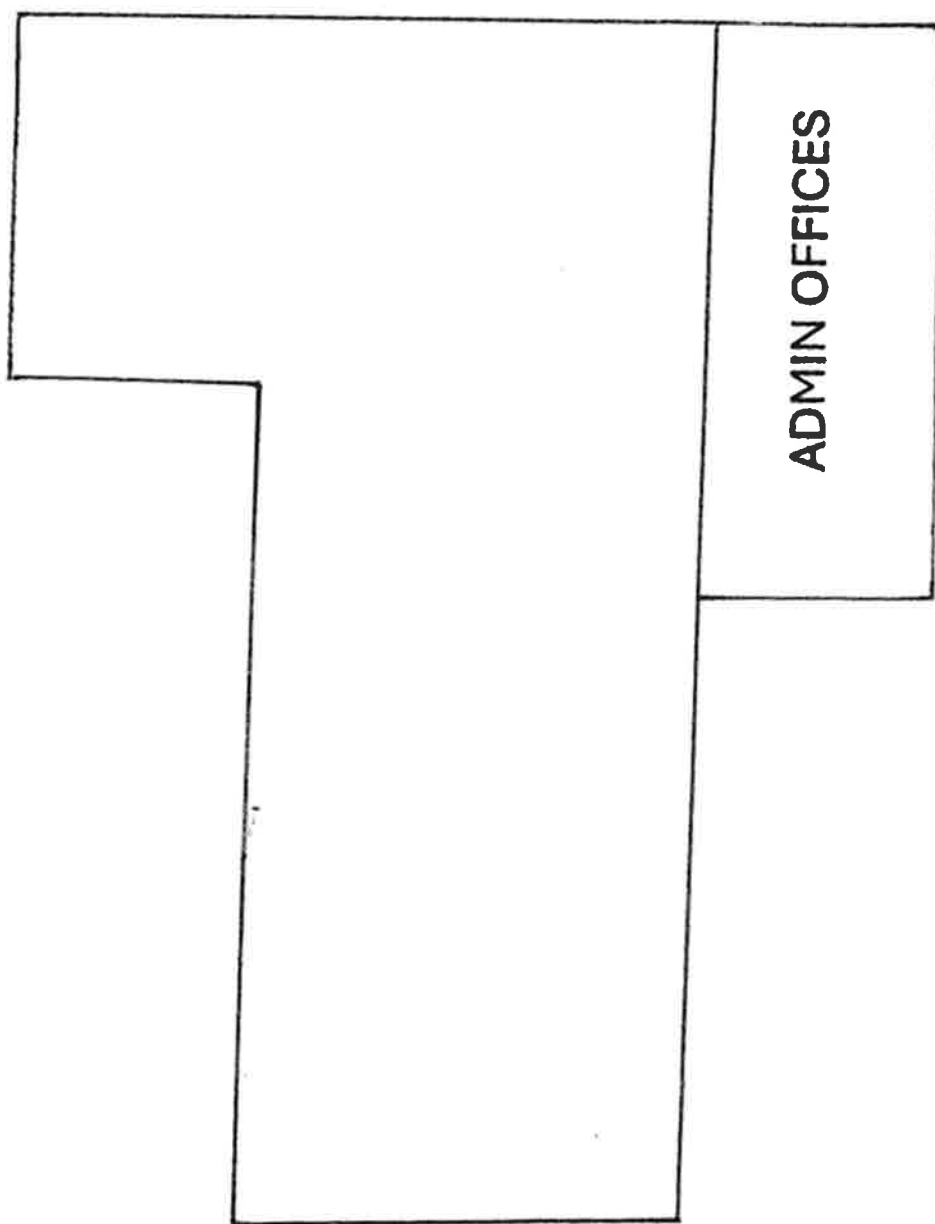


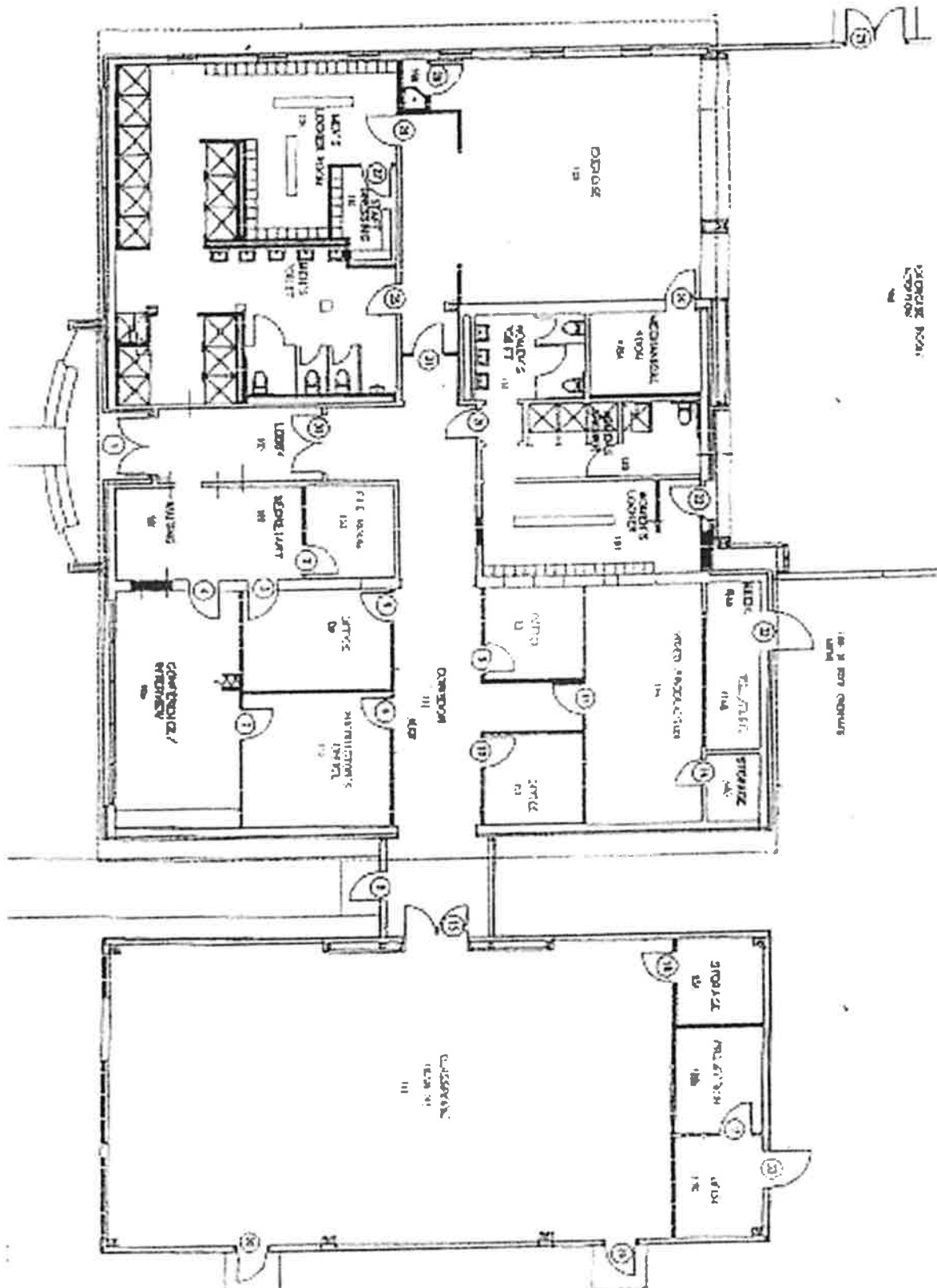
Animal Shelter



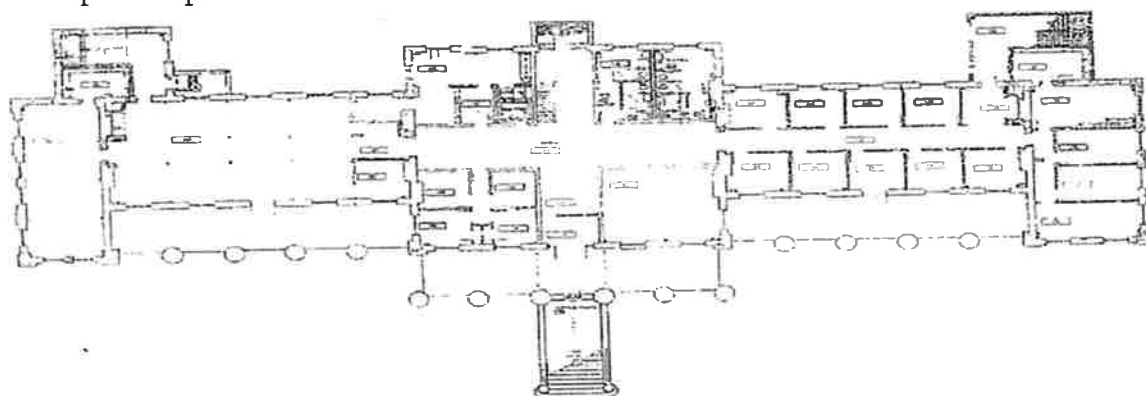
FLOOR PLAN

Scale: 1/4" = 1'-0"

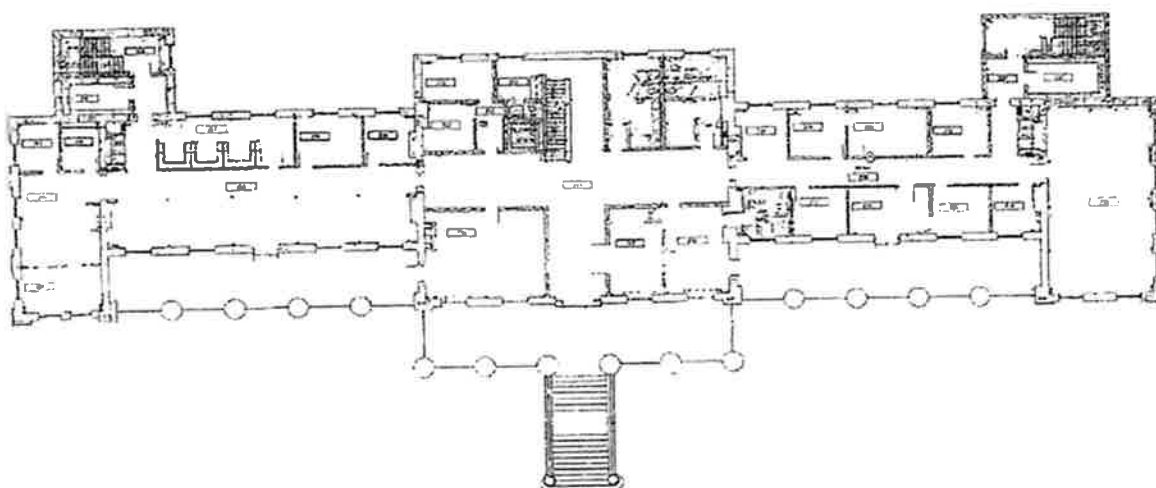




MPD Special Ops



POLICE DEPARTMENT
850 ST. ANTHONY ST.
FIRST FLOOR
NOT TO SCALE

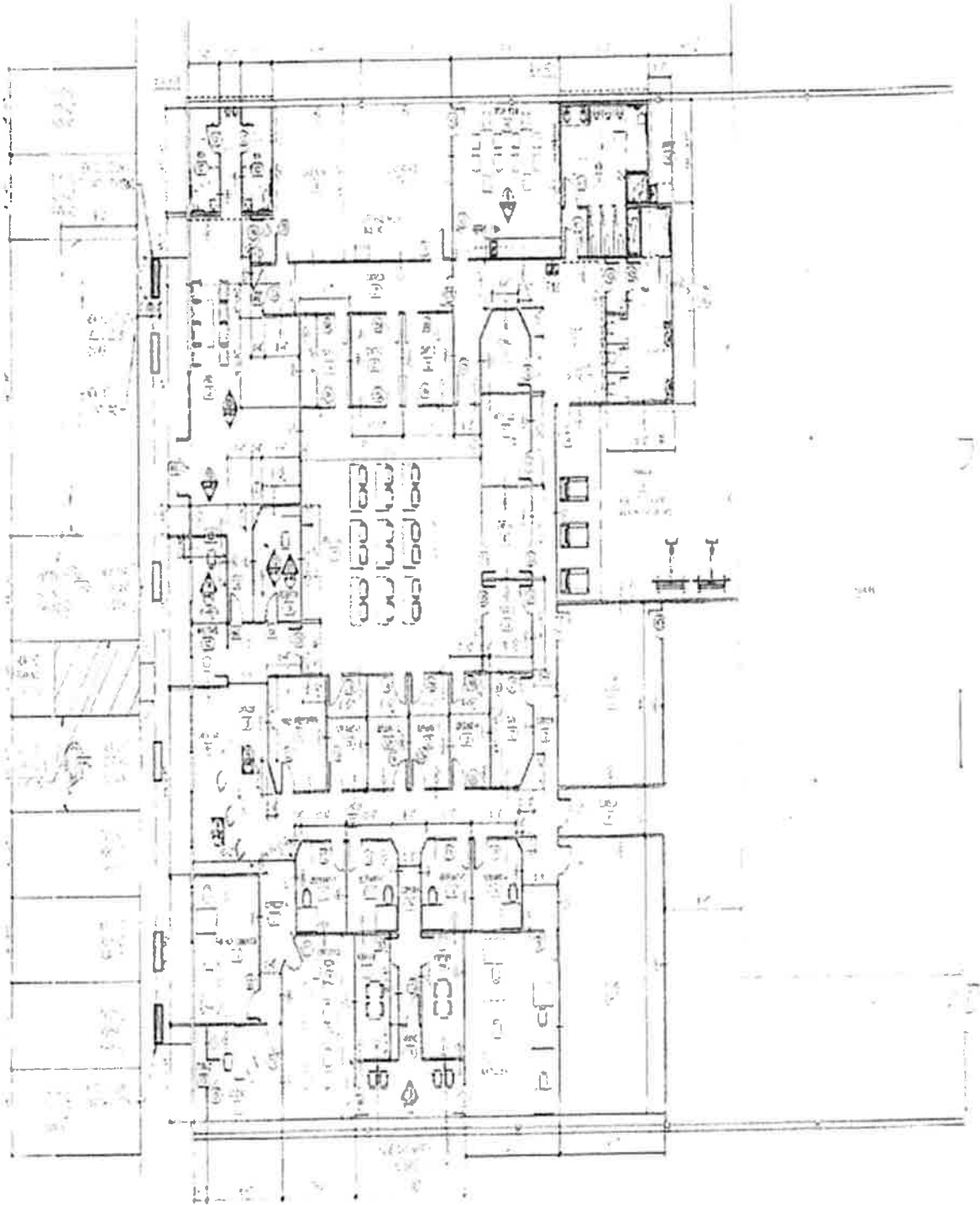


POLICE DEPARTMENT
850 ST. ANTHONY ST.
SECOND FLOOR
NOT TO SCALE

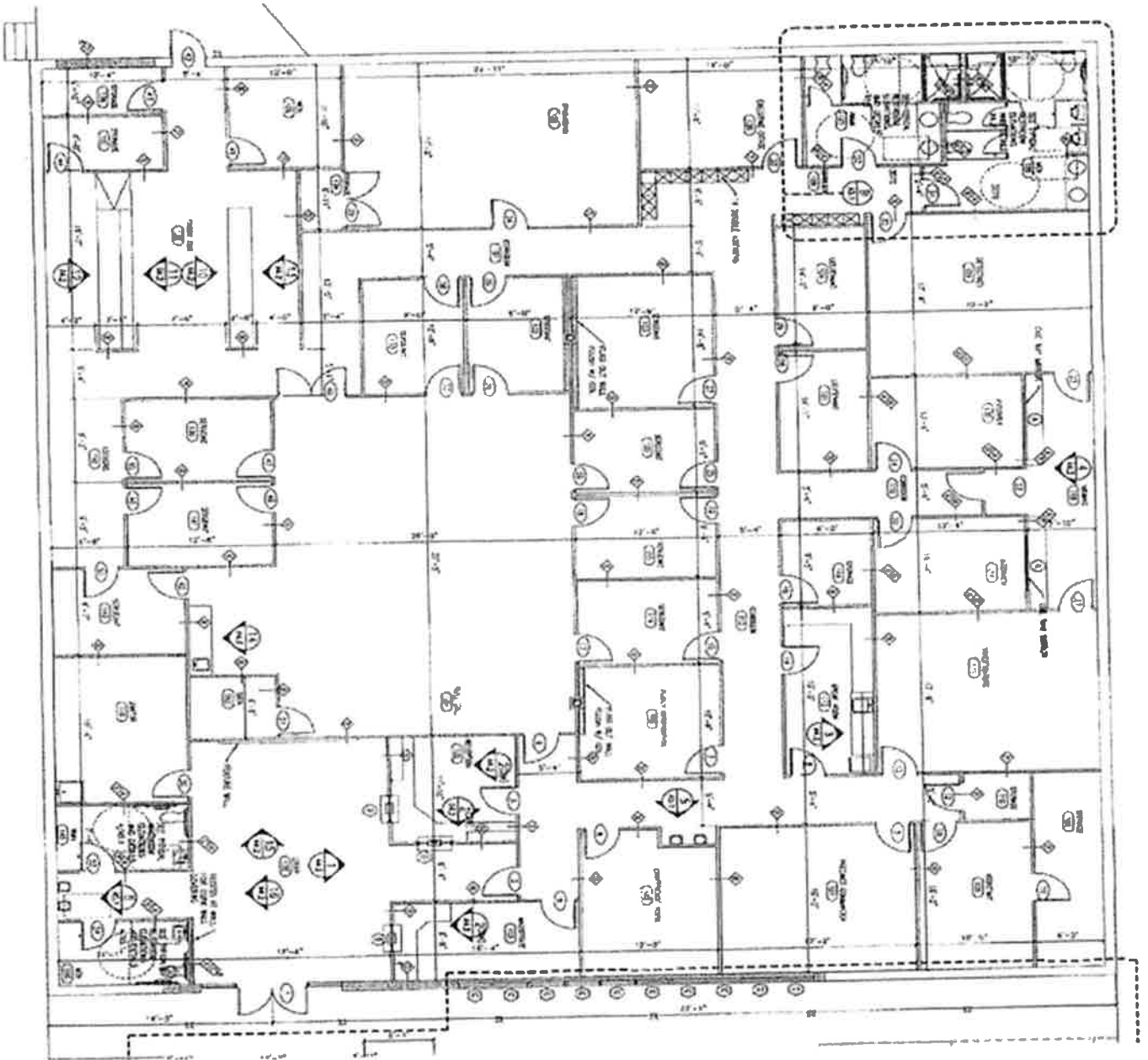


POLICE DEPARTMENT
850 ST. ANTHONY ST.
THIRD FLOOR
NOT TO SCALE

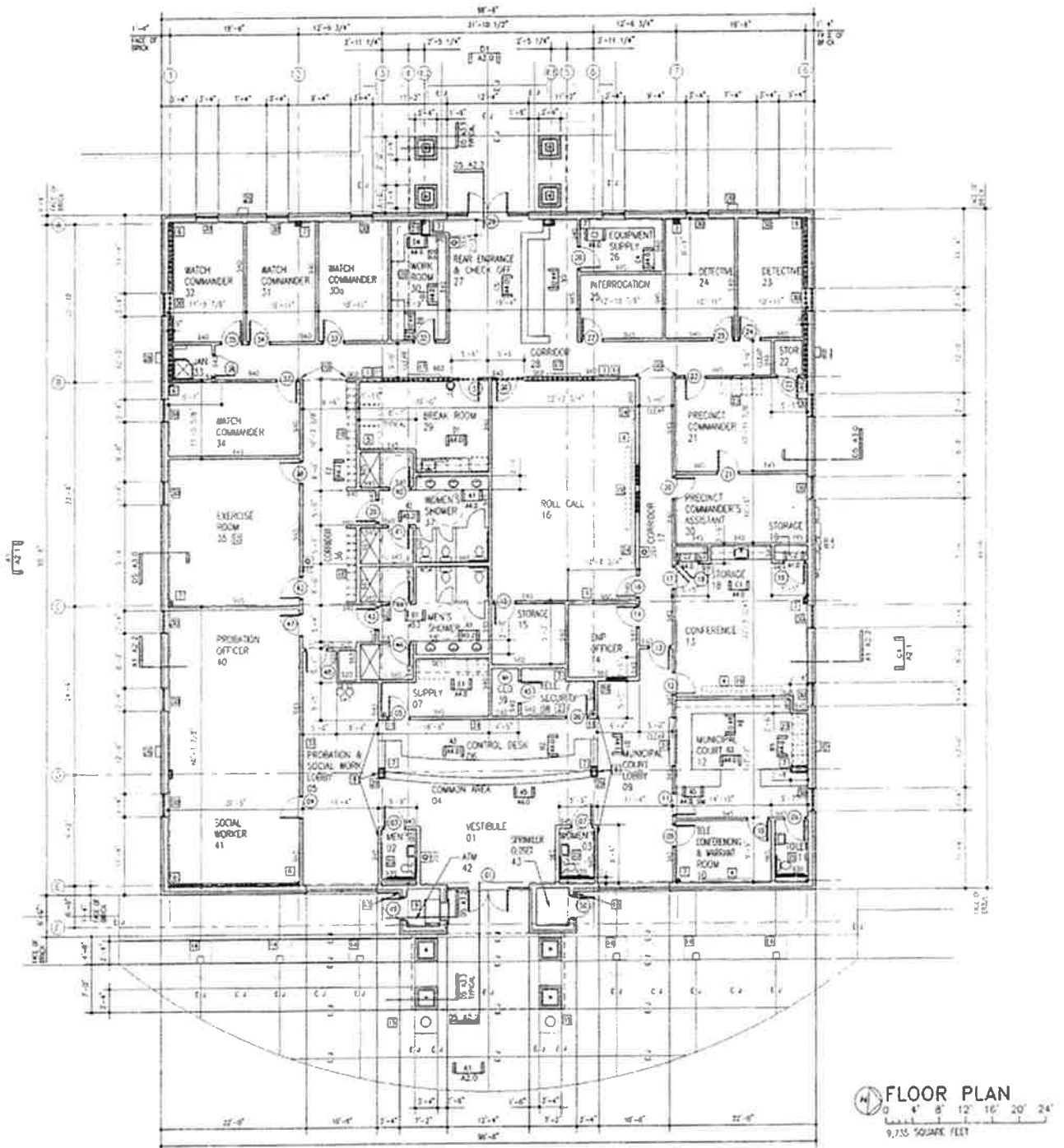
MPD Precinct #1



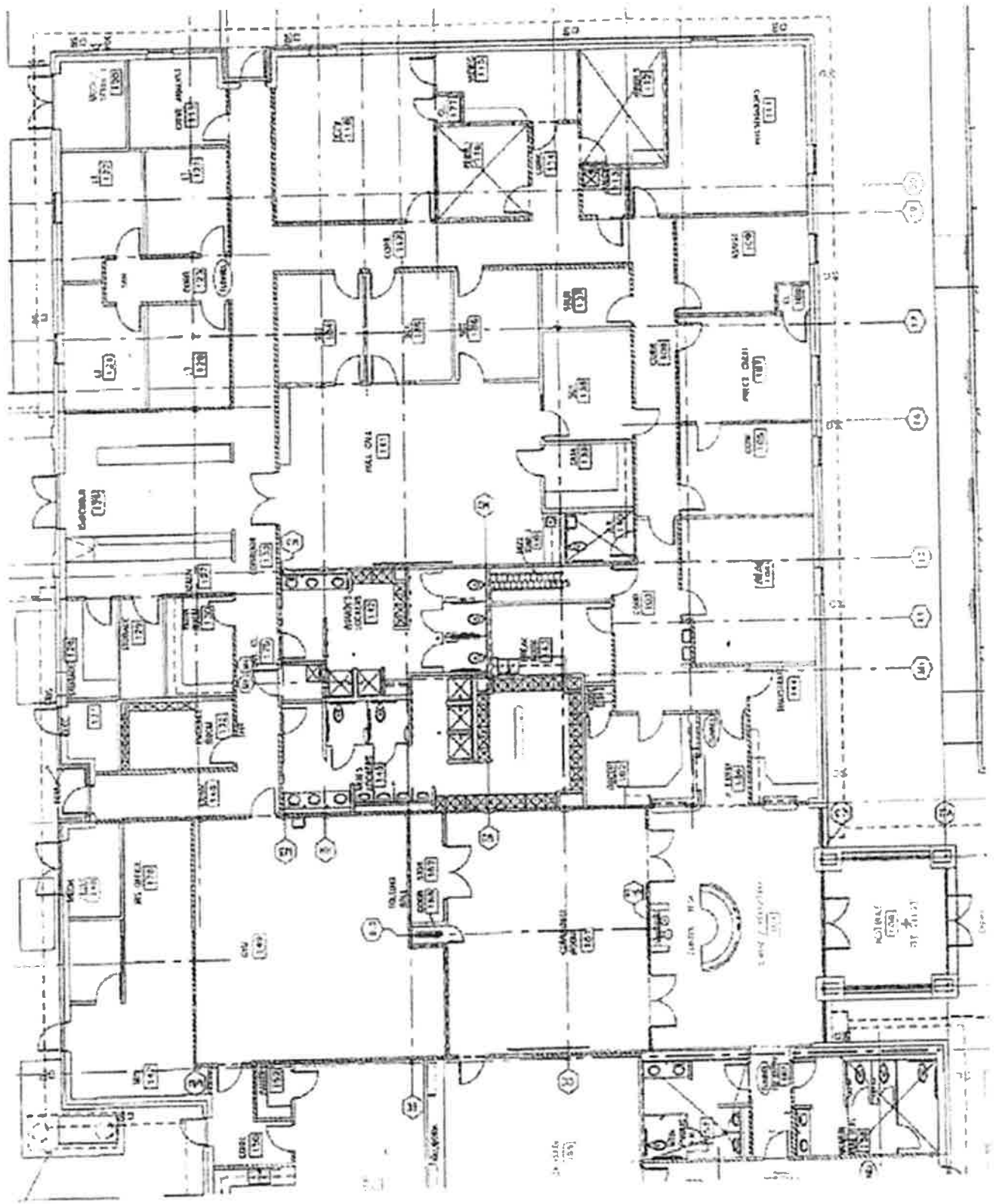
MPD Precinct #2



MPD Precinct #3

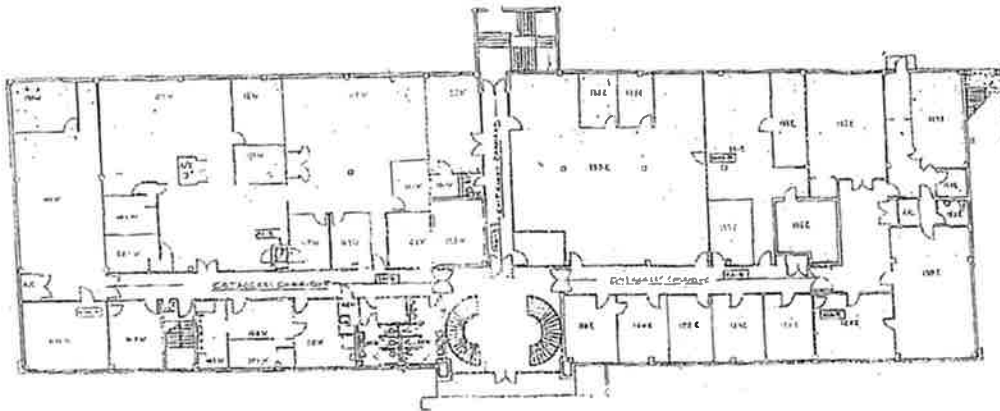


MPD Precinct #4 (Public Safety Complex)

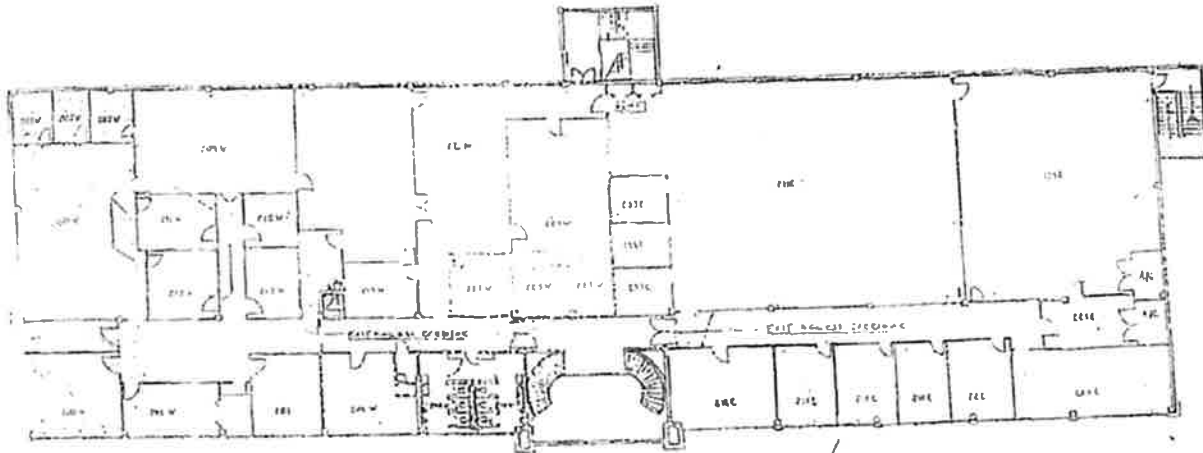


MPD Headquarters

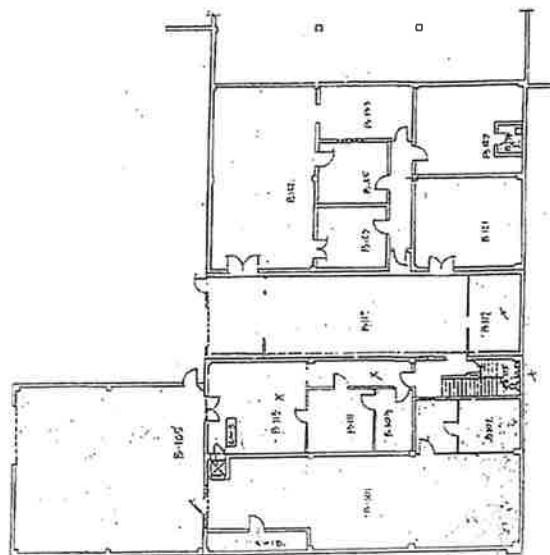
1st Floor



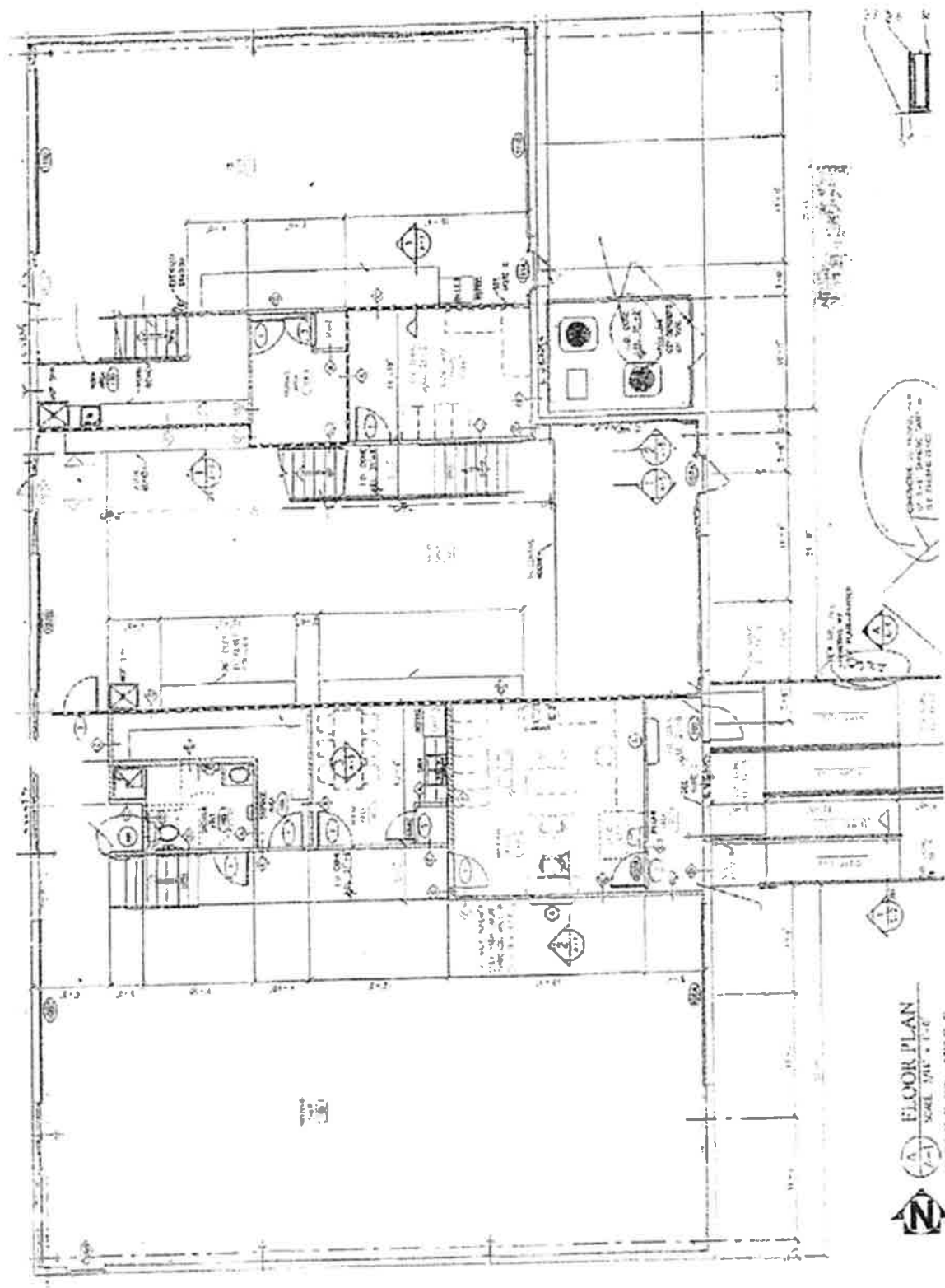
2nd Floor

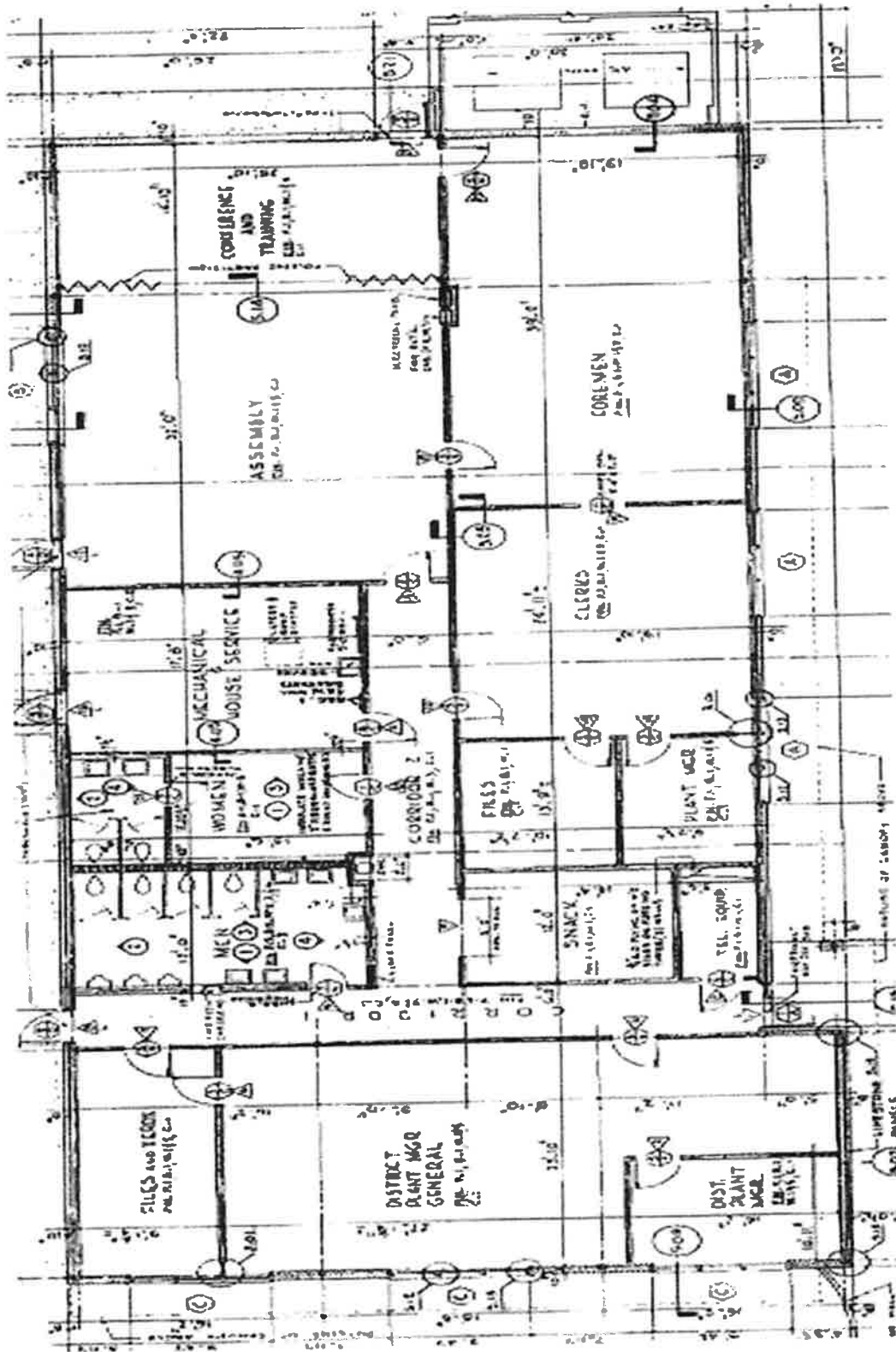


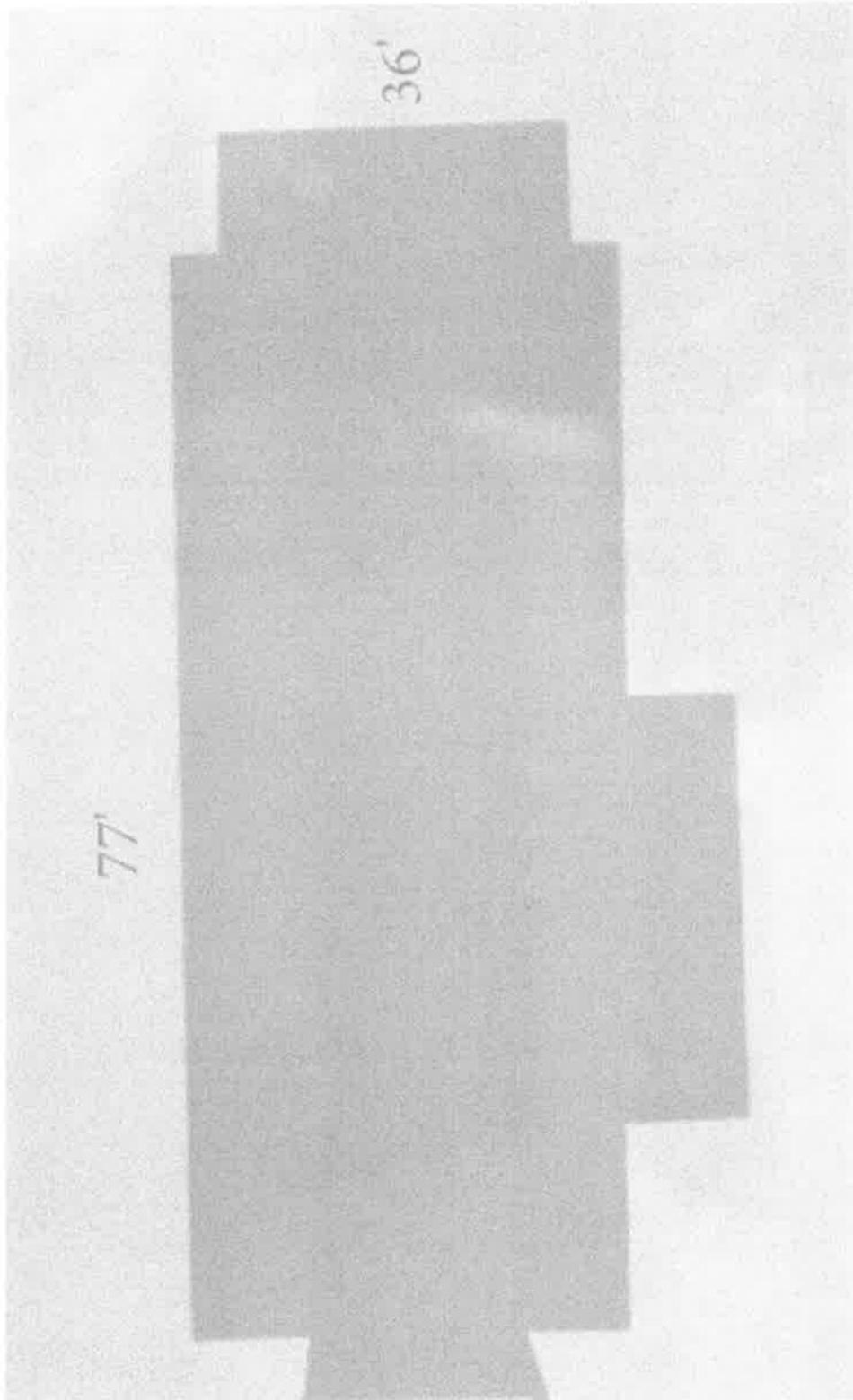
Training Building

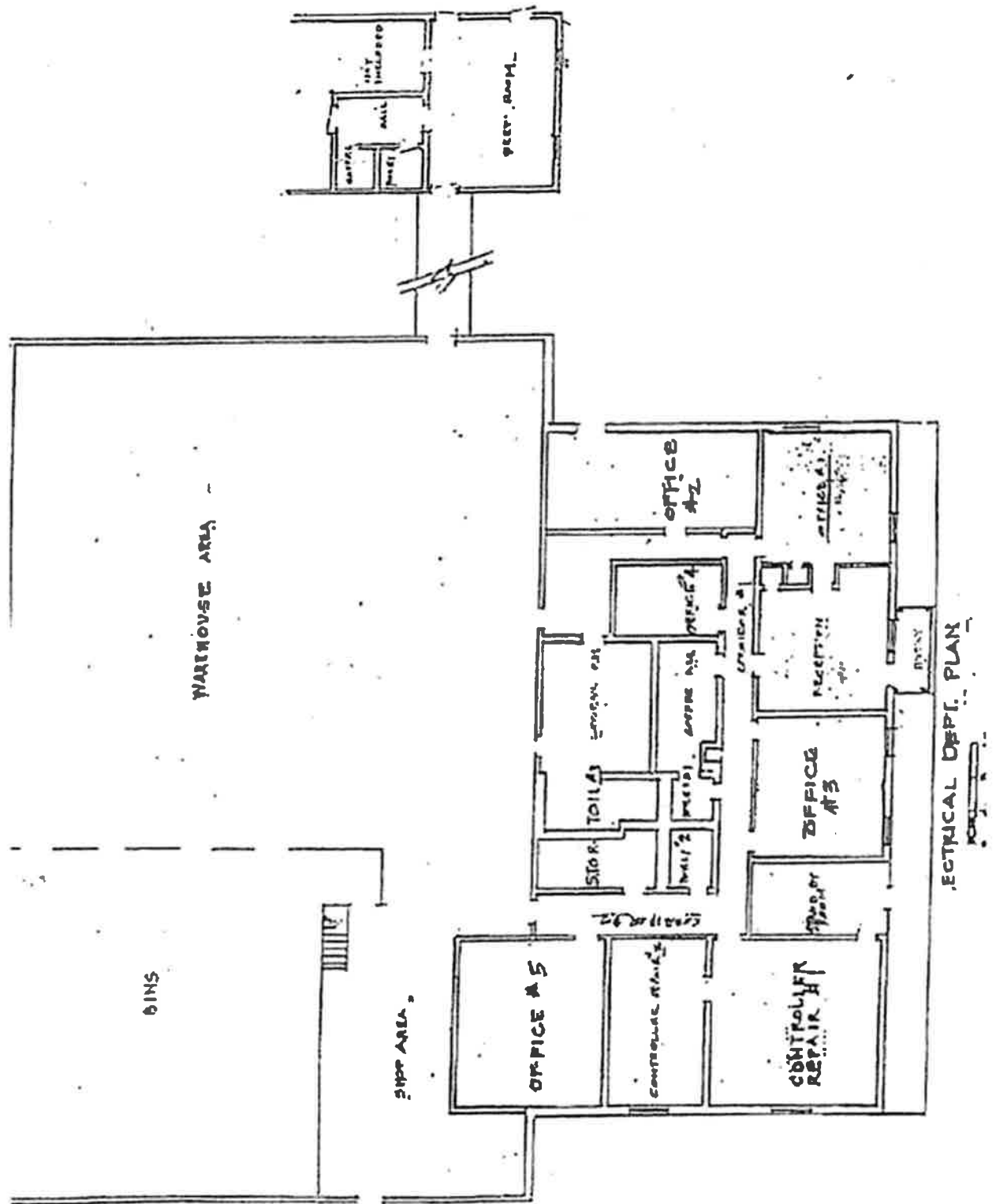


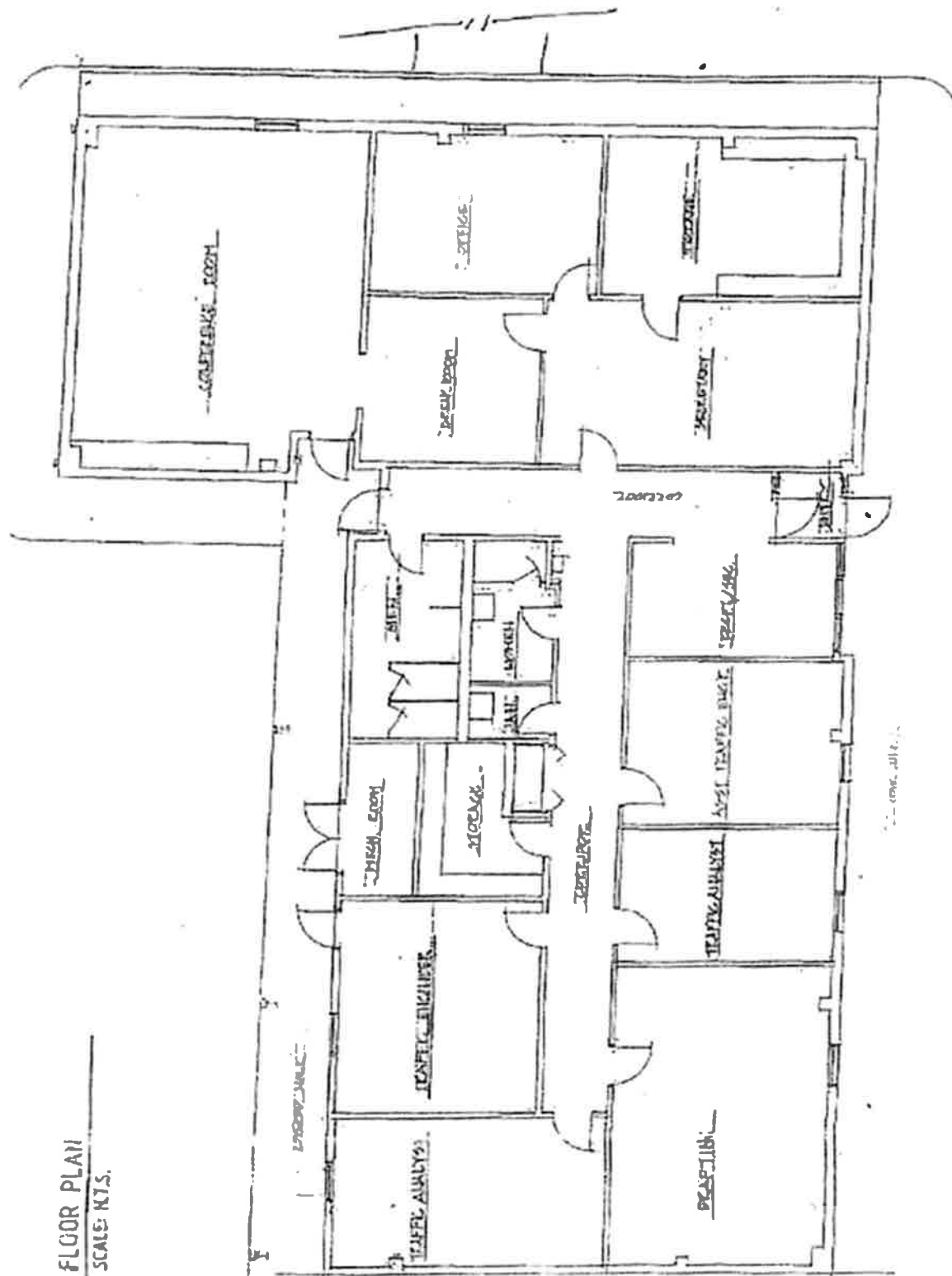
MPD Impound Lot

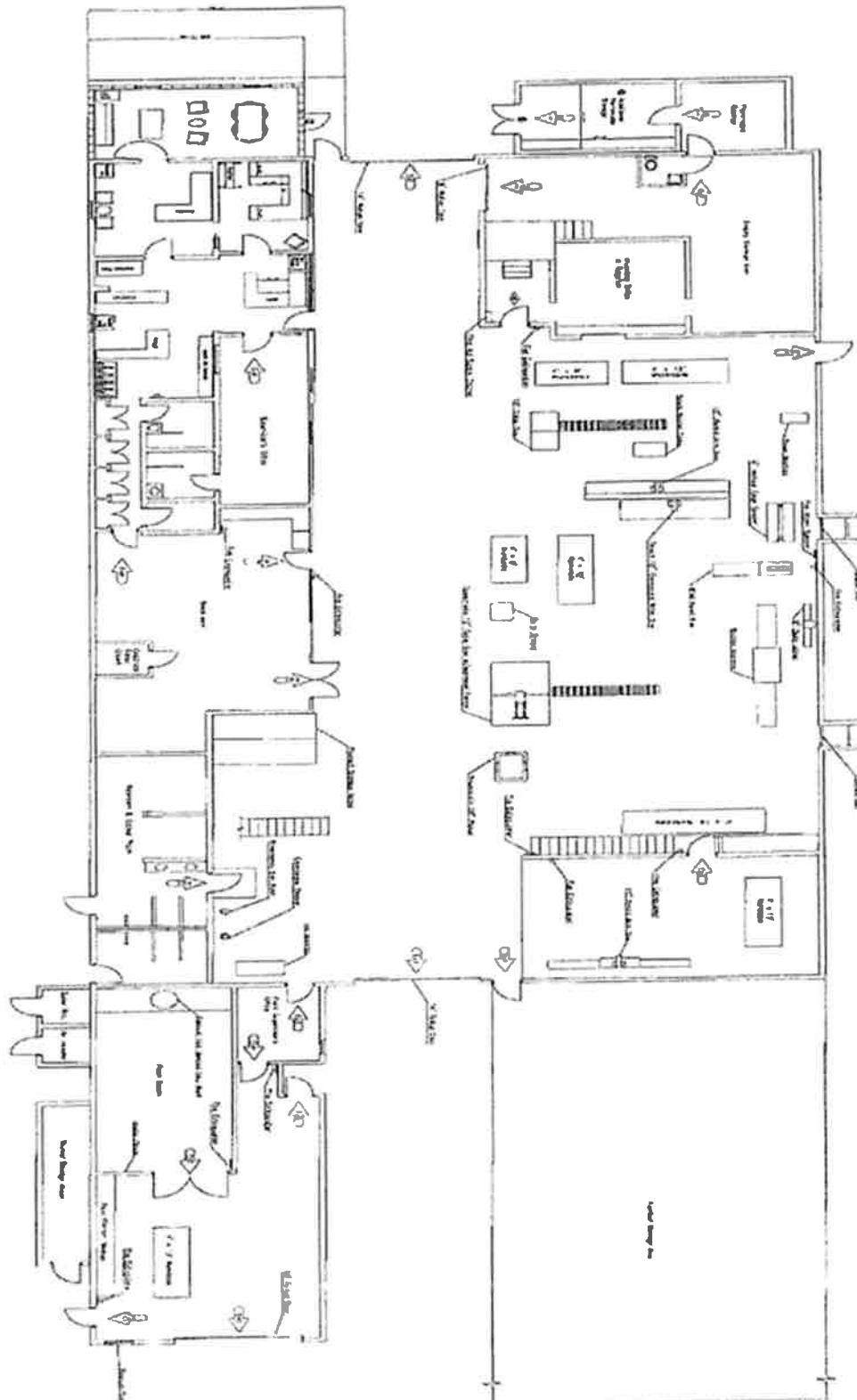




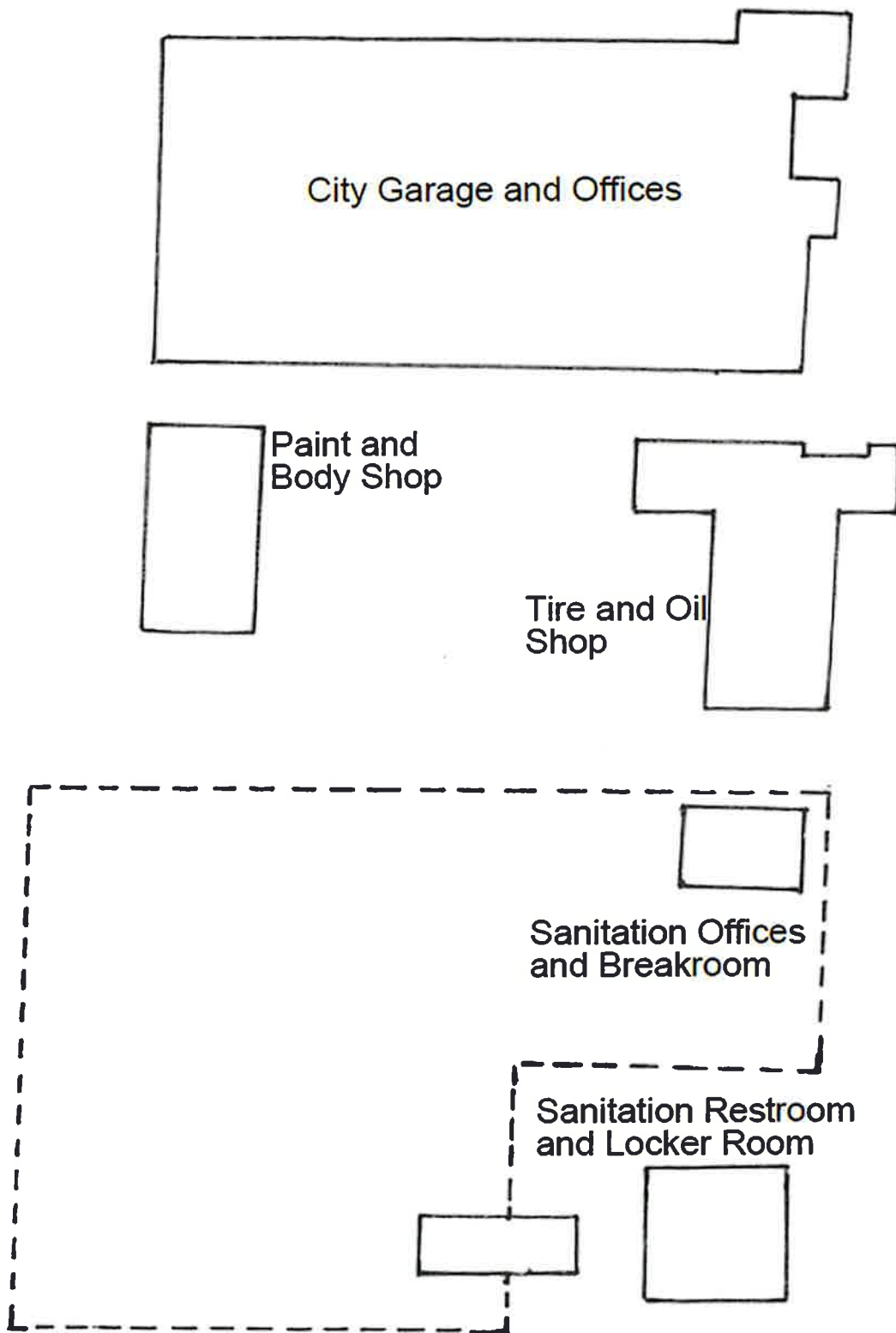


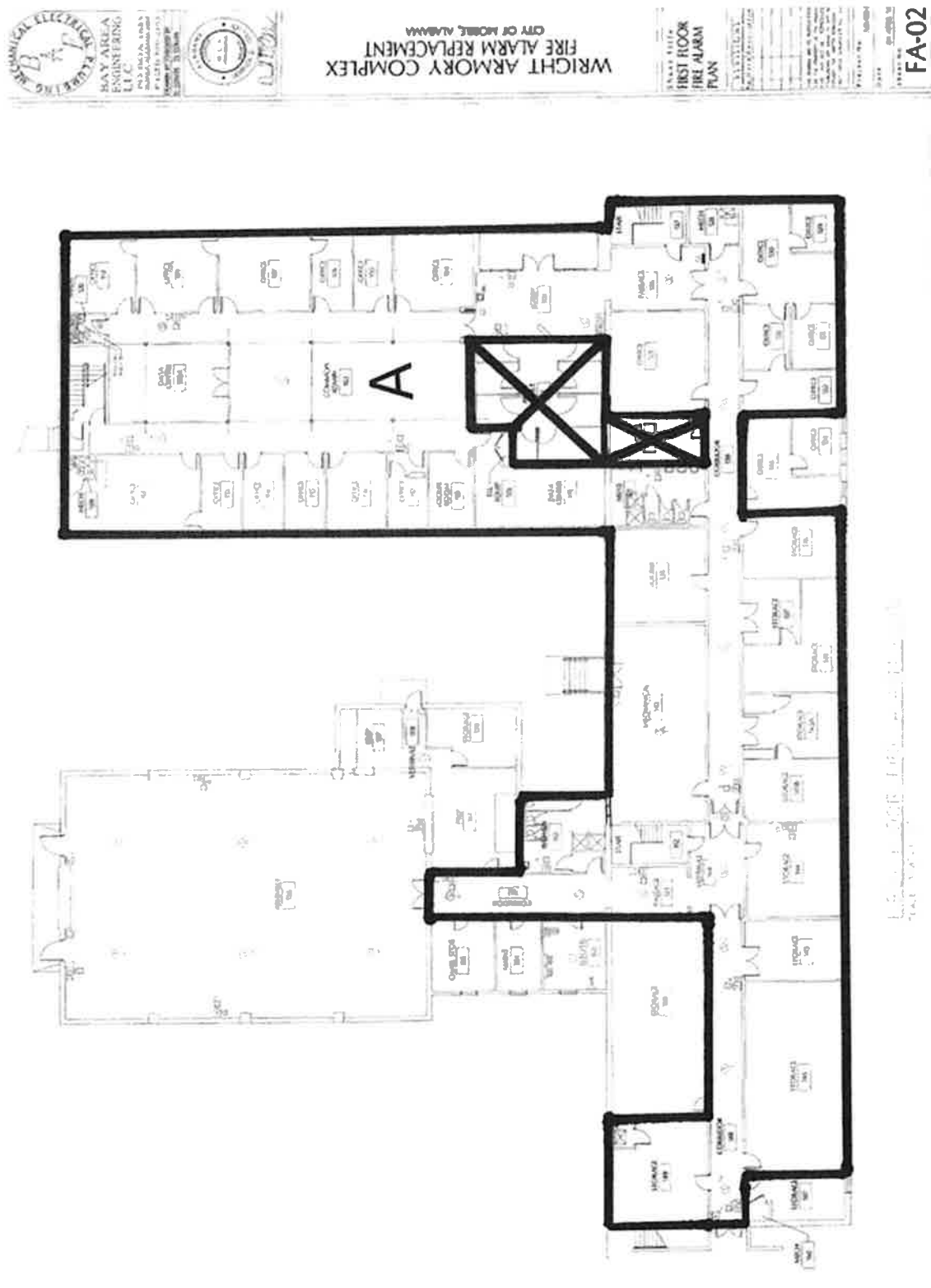






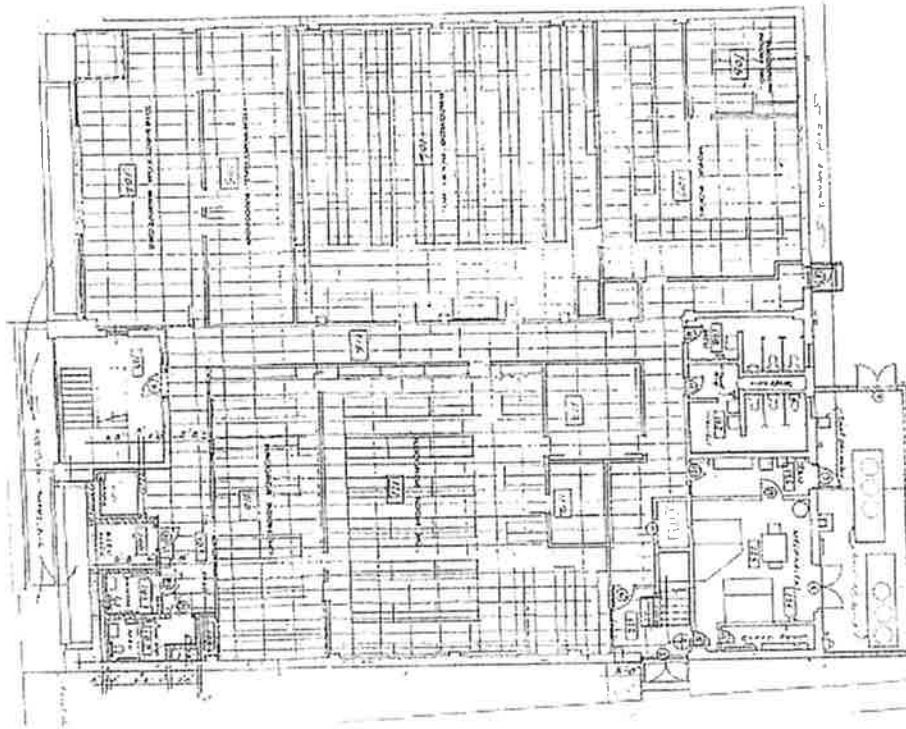
Public Works Department



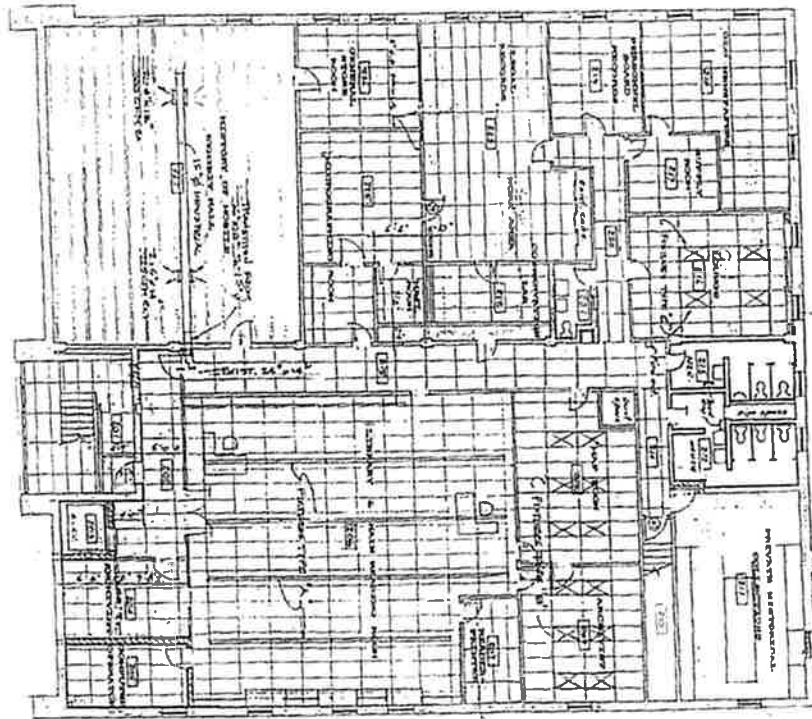


[illegible]

1st Floor

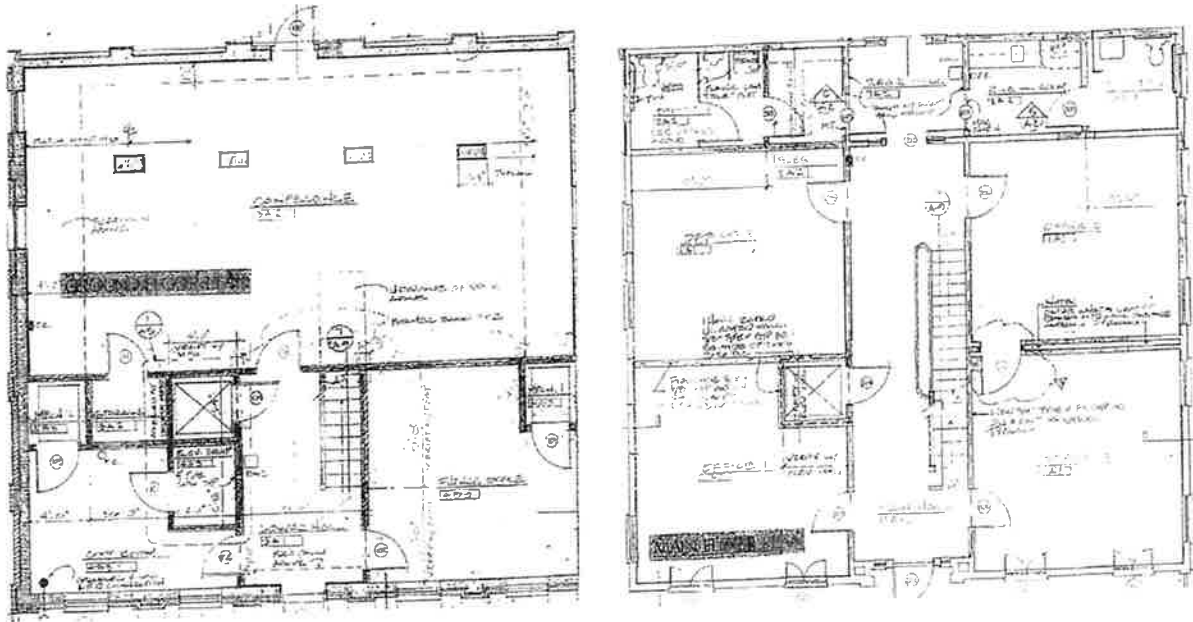


2nd Floor

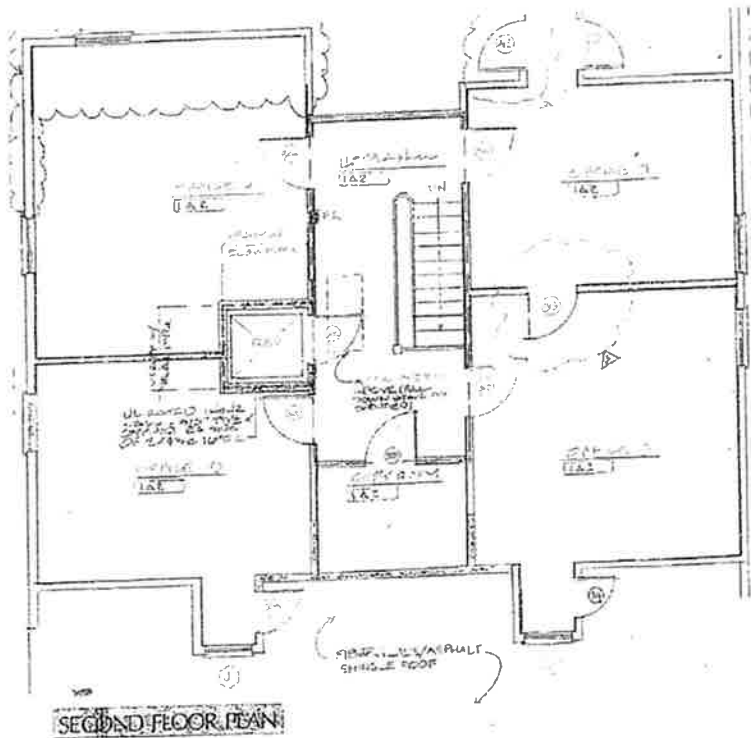


Tardy Cottage
Ground Floor

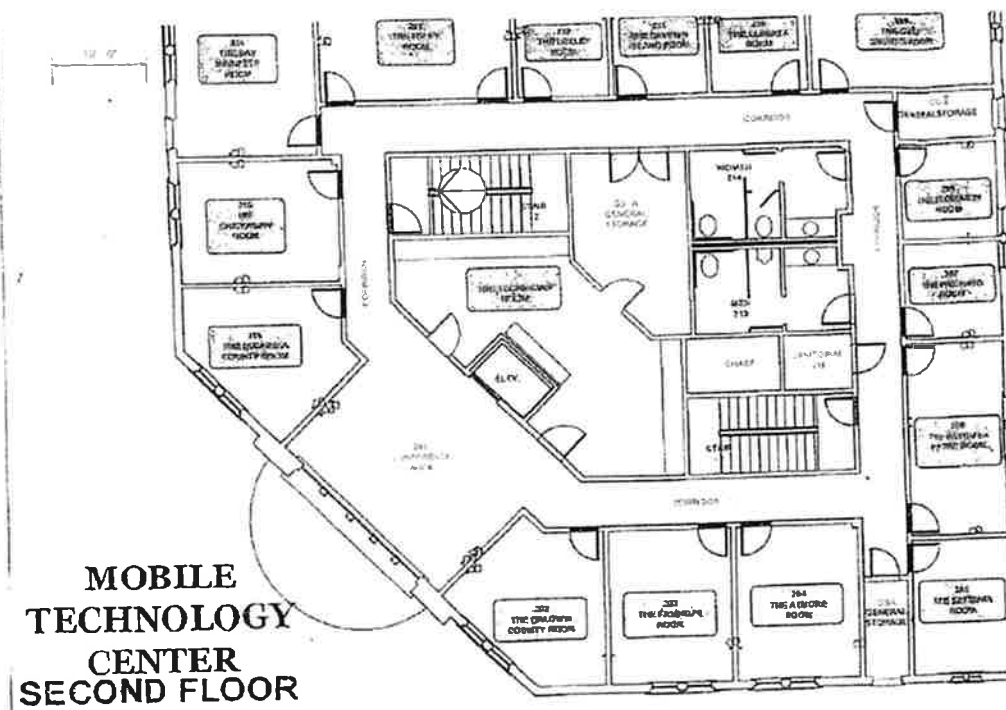
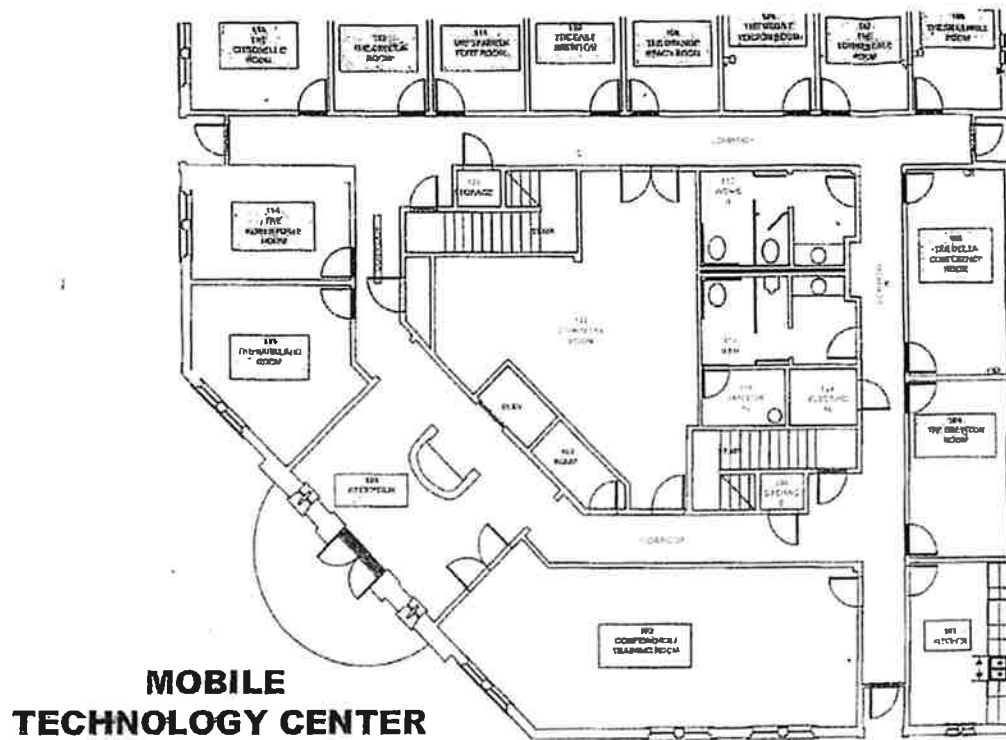
1st Floor



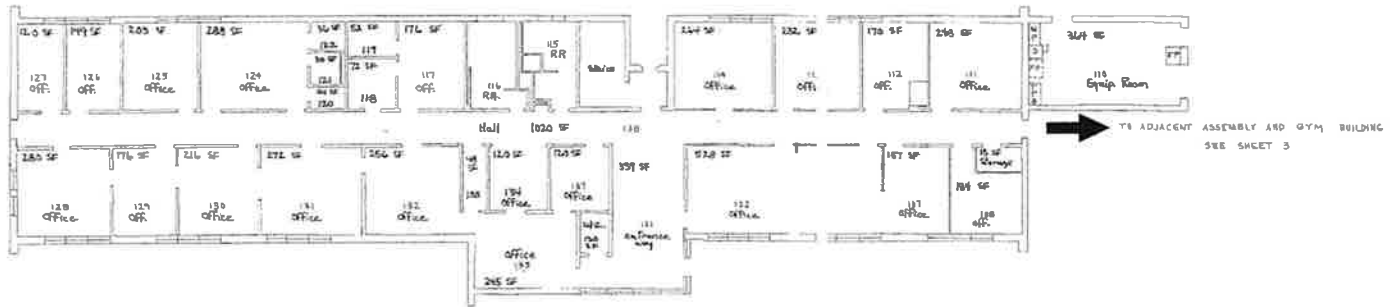
2nd Floor



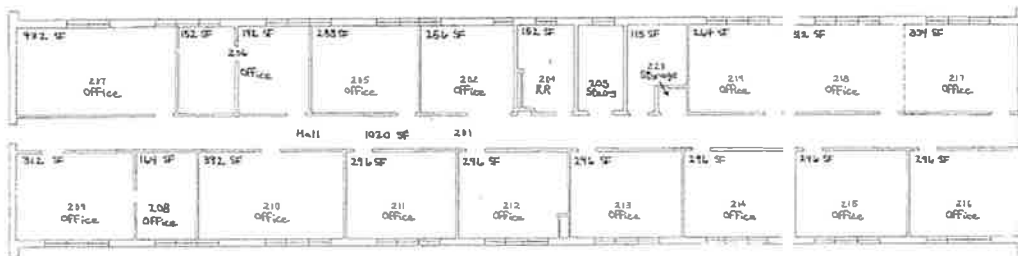
Technology Center



Western Admin Complex (WAC)



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

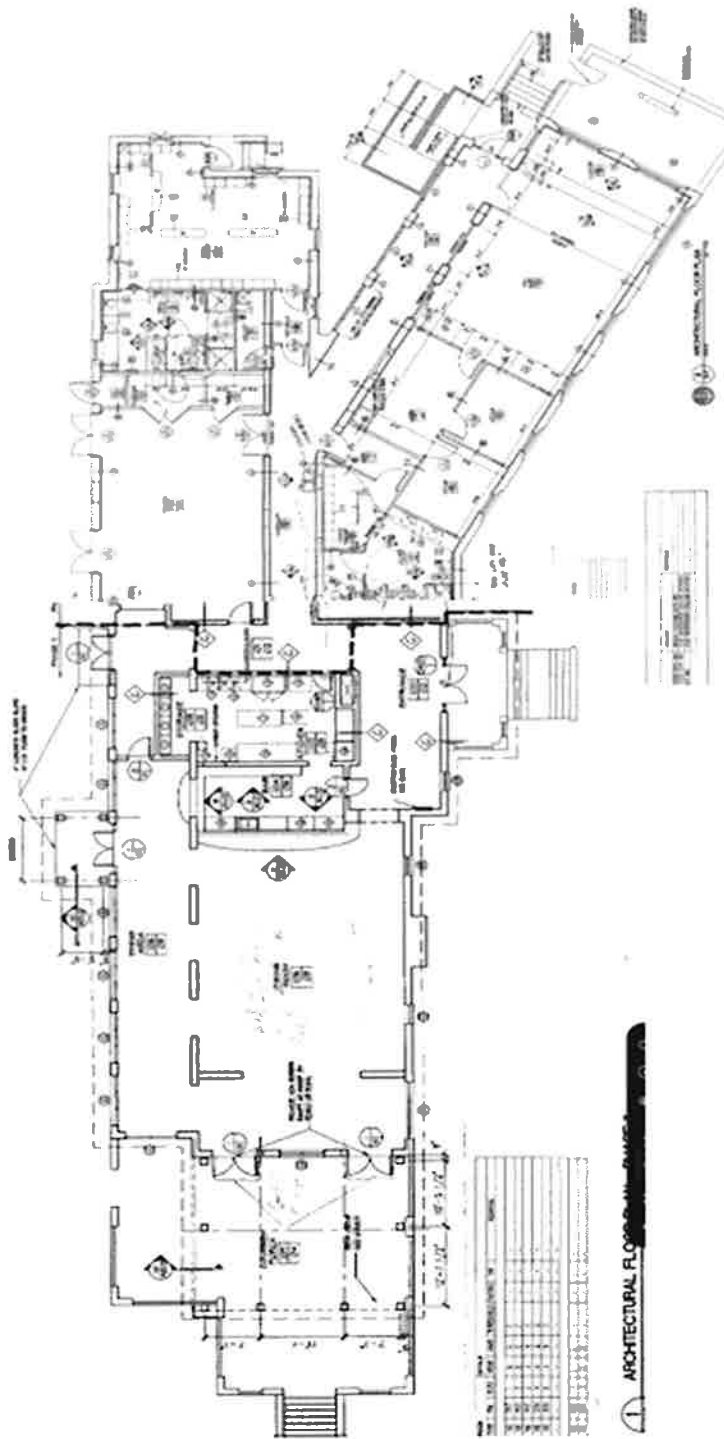


SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

Azalea City Golf Course Clubhouse



END OF SECTION



September 15, 2025

From: Real Estate Asset Management

To: File

Subject: Justification for Resolution Amount Increase for SC-024-25 Service Contract – Various Locations -Janitorial Service

Real Estate Asset Management, Building Services, requests to increase the Contract Resolution amount up to \$12,500 over the potential duration of the new contract with ServiceMaster Services, for the awarded Service Contract – Various Locations – Janitorial Service. This additional amount is needed as contingency to address likely additional unknown requests for cleaning services, from time to time as needed, at fixed contracted unit pricing. The total requested Contracted Resolution amount is \$316,488.67 per year with a potential 3-year total amount of \$948,464.

EXHIBIT B - BID FORM

The following Bid Format 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, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCATIONS –
JANITORIAL SERVICE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-024-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated September 10, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services 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,

COMPANY NAME: ServiceMaster Services

ADDRESS: 2650 Fairway Dr. Mobile, Alabama PHONE 251-344-5705

CITY OF MOBILE BUSINESS LICENSE NUMBER: 200347

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 2500013

(Note: The 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 Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. Base Bid:

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

\$ _____ .00 \$ _____ .00
 (Written in Words) (Written in Numbers)

2. Schedule of Values:

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1 st Floor "A" C.R.O.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor East "B" H.B.D.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor West Side "B" Community Affairs	\$	\$	\$	\$	\$	\$
200 Gov't St 3 rd Floor "D" O.P.R.	\$	\$	\$	\$	\$	\$
Animal Shelter	\$	\$	\$	\$	\$	\$
Animal Shelter Admin (Formerly MPD Mounted)	\$	\$	\$	\$	\$	\$
MPD Police Academy	\$	\$	\$	\$	\$	\$
MPD Special OPS	\$	\$	\$	\$	\$	\$
MPD 1st Precinct	\$	\$	\$	\$	\$	\$
MPD 2nd Precinct	\$	\$	\$	\$	\$	\$
MPD 3rd Precinct	\$	\$	\$	\$	\$	\$
MPD 4th Precinct	\$	\$	\$	\$	\$	\$
Public Safety Ctr	\$	\$	\$	\$	\$	\$
MPD Headquarters	\$	\$	\$	\$	\$	\$
MPD Impound Lot Metal Building	\$	\$	\$	\$	\$	\$
MPD Traffic Division	\$	\$	\$	\$	\$	\$
MPD Crime Prevention	\$	\$	\$	\$	\$	\$
Electrical Department	\$	\$	\$	\$	\$	\$
Traffic Engineering Dept	\$	\$	\$	\$	\$	\$

Public Buildings Dept	\$	\$	\$	\$	\$	\$
Public Works Complex Offices, Restrooms, and Break Areas	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "A" Public Service Admin	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "B" Engineering Dept	\$	\$	\$	\$	\$	\$
Hurtel Street Building "C" Dept TBD	\$	\$	\$	\$	\$	\$
Municipal Archives	\$	\$	\$	\$	\$	\$
Tardy Cottage	\$	\$	\$	\$	\$	\$
Technology Center	\$	\$	\$	\$	\$	\$
Western Admin Complex (WAC)	\$	\$	\$	\$	\$	\$
Azalea City Golf Course Clubhouse	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$

Total Bid for Year One:

\$.00 (Written in Words) \$.00 (Written in Numbers)

Total Bid for Year Two:

\$.00 (Written in Words) \$.00 (Written in Numbers)

Total Bid for Year Three:

\$.00 (Written in Words) \$.00 (Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – VARIOUS LOCATIONS – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply to additional services as described in the scope of work:

Year 1.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.

Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40	/ sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40	/ sq. ft.
General Cleaning Hourly Rate	\$ 24.00	/ per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat &Sun.)	\$ 36.00	/ per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00	/ per hr.

Year 2.

Additional Service	Price Per Square Foot Area	
Floor Cleaning	\$ 0.15	/ sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50	/ sq. ft.
Carpet Cleaning	\$ 0.28	/ sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40	/ sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40	/ sq. ft.
General Cleaning Hourly Rate	\$ 24.00	/ per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat &Sun.)	\$ 36.00	/ per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00	/ per hr.

Year 3.

Additional Service	Price Per Square Foot Area	
Floor Cleaning	\$ 0.15	/ sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50	/ sq. ft.
Carpet Cleaning	\$ 0.28	/ sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40	/ sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40	/ sq. ft.
General Cleaning Hourly Rate	\$ 24.00	/ per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat &Sun.)	\$ 36.00	/ per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00	/ per hr.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

2. BID INCLUDES:

Addendum Number 1, Dated 8/28/25
 Addendum Number , Dated
 Addendum Number , Dated

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the

property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: VT MAE
 Company Address: 2100 Aerospace Dr. Mobile, AL 36615
 Telephone: 251-438-8815 Email: rickybrown@stengg.us
 Date(s): 2018 - Present

B. Reference #2:

Company Name: Continental Aerospace Engineering Technologies
 Company Address: 2039 S. Broad St. Mobile, AL 36615
 Telephone: 251-436-8306 Email: t.drake@continental.aero
 Date(s): 2014 - Present

C. Reference #3:

Company Name: Springhill Health Services
 Company Address: 3719 Dauphin St. Mobile
 Telephone: 251-340-7987 Email: tina.poster@springhill.org
 Date(s): 2015 - Present

6. Questions: to be answered by all vendors (regardless of whether intending to claim a preference).

1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above in Bid Instructions for Preferences.

yes IN city limits

2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

N/A

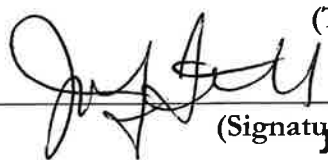
3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

No

7. 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 the name. 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.

COMPANY NAME:

RGLG INC., dba ServiceMaster Services

BY: (Typed)

 (Signature of Company Officer)
Jennifer Farrell

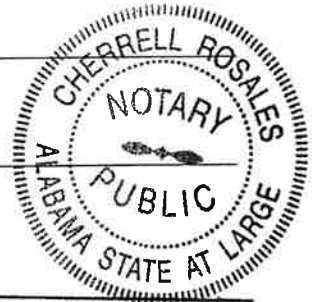
COMPANY OFFICER: (Typed)
V.P.

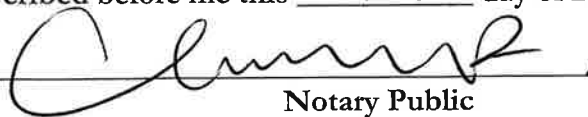
TITLE (Typed)

DATE **September 9,** **25**
 _____, 20 _____

Sworn to and subscribed before me this 9/9 day of 20 25

Notary Public
 Alabama State At Large
 My Commission Expires 10/26/26




 Notary Public

END OF SECTION

MPD Crime Prevention	2407 Airport Blvd.	2,000*
Electrical Department	854 Gayle St.	5,000*
Traffic Engineering	852 Gayle St.	3,500
Public Building Department	850 Owen St.	3,000*
Public Works Complex Offices, Restrooms, and Break Areas	770 Gayle St.	10,000*
Hurtel Admin Complex "A" Public Service Admin	1900 Hurtel St.	17,000*
Hurtel Admin Complex "B" Engineering Dept	1900 Hurtel St.	4,000*
Hurtel Admin Complex "C" Dept TBD	1900 Hurtel St.	2,000*
Municipal Archives	457 Church St.	18,200
Tardy Cottage	104 S. Lawrence St.	5,500
Technology Center	651 Church St.	7,725
Western Admin Complex	4851 Museum Dr.	39,600
Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	7,900
Buick Building – 1 st Floor	455 St. Louis St.	4,500*
Buick Building – 2 nd Floor	455 St. Louis St.	5,500*

* Approximate square footage, Service Contractor to verify exact dimensions.

1. Base Bid:

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

\$ Nine hundred thirty five thousand, nine hundred sixty four .00 \$ 935,964 .00
(Written in Words) (Written in Numbers)

2. Schedule of Values:

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1 st Floor "A" C.R.O.	\$ 780. ⁰⁰	\$ 9,360. ⁰⁰	\$ 780. ⁰⁰	\$ 9,360. ⁰⁰	\$ 780. ⁰⁰	\$ 9,360. ⁰⁰
200 Gov't St 2 nd Floor East "B" H.B.D.	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰
200 Gov't St	\$ 351. ⁰⁰	\$ 4,212. ⁰⁰	\$ 351. ⁰⁰	\$ 4,212. ⁰⁰	\$ 351. ⁰⁰	\$ 4,212. ⁰⁰

2nd Floor West Side "B"						
Community Affairs						
200 Gov't St	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰
3rd Floor "D" O.P.R.						
Animal Shelter	\$ 832. ⁰⁰	\$ 9,984. ⁰⁰	\$ 832. ⁰⁰	\$ 9,984. ⁰⁰	\$ 832. ⁰⁰	\$ 9,984. ⁰⁰
Animal Shelter Admin (Formerly MPD Mounted)	\$ 298. ⁰⁰	\$ 3,576. ⁰⁰	\$ 298. ⁰⁰	\$ 3,576. ⁰⁰	\$ 298. ⁰⁰	\$ 3,576. ⁰⁰
MPD Police Academy	\$ 1,040. ⁰⁰	\$ 12,480. ⁰⁰	\$ 1,040. ⁰⁰	\$ 12,480. ⁰⁰	\$ 1,040. ⁰⁰	\$ 12,480. ⁰⁰
MPD Special OPS	\$ 1,521. ⁰⁰	\$ 18,252. ⁰⁰	\$ 1,521. ⁰⁰	\$ 18,252. ⁰⁰	\$ 1,521. ⁰⁰	\$ 18,252. ⁰⁰
MPD 1st Precinct	\$ 936. ⁰⁰	\$ 11,232. ⁰⁰	\$ 936. ⁰⁰	\$ 11,232. ⁰⁰	\$ 936. ⁰⁰	\$ 11,232. ⁰⁰
MPD 2nd Precinct	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰
MPD 3rd Precinct	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰
MPD 4th Precinct	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰	\$ 725. ⁰⁰	\$ 8,700. ⁰⁰
Public Safety Ctr						
MPD Headquarters	\$ 3,467. ⁰⁰	\$ 41,604. ⁰⁰	\$ 3,467. ⁰⁰	\$ 41,604. ⁰⁰	\$ 3,467. ⁰⁰	\$ 41,604. ⁰⁰
MPD Impound Lot Metal Building	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰
MPD Traffic Division	\$ 1,170. ⁰⁰	\$ 14,040. ⁰⁰	\$ 1,170. ⁰⁰	\$ 14,040. ⁰⁰	\$ 1,170. ⁰⁰	\$ 14,040. ⁰⁰
MPD Crime Prevention	\$ 126. ⁰⁰	\$ 1,512. ⁰⁰	\$ 126. ⁰⁰	\$ 1,512. ⁰⁰	\$ 126. ⁰⁰	\$ 1,512. ⁰⁰
Electrical Department	\$ 866. ⁰⁰	\$ 10,392. ⁰⁰	\$ 866. ⁰⁰	\$ 10,392. ⁰⁰	\$ 866. ⁰⁰	\$ 10,392. ⁰⁰
Traffic Engineering Dept	\$ 624. ⁰⁰	\$ 7,488. ⁰⁰	\$ 624. ⁰⁰	\$ 7,488. ⁰⁰	\$ 624. ⁰⁰	\$ 7,488. ⁰⁰
Public Buildings Dept	\$ 416. ⁰⁰	\$ 4,992. ⁰⁰	\$ 416. ⁰⁰	\$ 4,992. ⁰⁰	\$ 416. ⁰⁰	\$ 4,992. ⁰⁰
Public Works Complex Offices, Restrooms, and Break Areas	\$ 2,730. ⁰⁰	\$ 32,760. ⁰⁰	\$ 2,730. ⁰⁰	\$ 32,760. ⁰⁰	\$ 2,730. ⁰⁰	\$ 32,760. ⁰⁰
Hurtel Admin Complex "A" Public Service Admin	\$ 1,755. ⁰⁰	\$ 21,060. ⁰⁰	\$ 1,755. ⁰⁰	\$ 21,060. ⁰⁰	\$ 1,755. ⁰⁰	\$ 21,060. ⁰⁰
Hurtel Admin Complex "B"	\$ 487. ⁰⁰	\$ 5,844. ⁰⁰	\$ 487. ⁰⁰	\$ 5,844. ⁰⁰	\$ 487. ⁰⁰	\$ 5,844. ⁰⁰
Engineering Dept						
Hurtel Street Building "C"	\$ 292. ⁰⁰	\$ 3,504. ⁰⁰	\$ 292. ⁰⁰	\$ 3,504. ⁰⁰	\$ 292. ⁰⁰	\$ 3,504. ⁰⁰
Dept TBD						
Municipal Archives	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰
Tardy Cottage	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰	\$ 312. ⁰⁰	\$ 3,744. ⁰⁰
Technology Center	\$ 1,265. ⁰⁰	\$ 15,180. ⁰⁰	\$ 1,265. ⁰⁰	\$ 15,180. ⁰⁰	\$ 1,265. ⁰⁰	\$ 15,180. ⁰⁰

Western Admin Complex (WAC)	\$ 1,404. ⁰⁰	\$ 16,848. ⁰⁰	\$ 1,404. ⁰⁰	\$ 16,848. ⁰⁰	\$ 1,404. ⁰⁰	\$ 16,848. ⁰⁰
Azalea City Golf Course Clubhouse	\$ 968. ⁰⁰	\$ 11,616. ⁰⁰	\$ 968. ⁰⁰	\$ 11,616. ⁰⁰	\$ 968. ⁰⁰	\$ 11,616. ⁰⁰
Buick Building – 1 st Floor	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰
Buick Building – 2 nd Floor	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰	\$ 390. ⁰⁰	\$ 4,680. ⁰⁰
Totals	\$ 25,999. ⁰⁰	\$ 311,988. ⁰⁰	\$ 25,999. ⁰⁰	\$ 311,988. ⁰⁰	\$ 25,999. ⁰⁰	\$ 311,988. ⁰⁰

Total Bid for Year One:

\$ Three hundred eleven thousand, nine hundred eighty eight .00 \$ 311,988 .00

(Written in Words)

(Written in Numbers)

Total Bid for Year Two:

\$ Three hundred eleven thousand, nine hundred eighty eight .00 \$ 311,988 .00

(Written in Words)

(Written in Numbers)

Total Bid for Year Three:

\$ Three hundred eleven thousand, nine hundred eighty eight .00 \$ 311,988 .00

(Written in Words)

(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

Bid Form Schedule of Values – SC-024-25

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1st Floor "A" C.R.O.	\$780.00	\$9,360.00	\$780.00	\$9,360.00	\$780.00	\$9,360.00
200 Gov't St 2nd Floor East "B" H.B.D.	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
200 Gov't St 2nd Floor West Side "B" Community Affairs	\$351.00	\$4,212.00	\$351.00	\$4,212.00	\$351.00	\$4,212.00
200 Gov't St 3rd Floor "D" O.P.R.	\$312.00	\$3,744.00	\$312.00	\$3,744.00	\$312.00	\$3,744.00
Animal Shelter	\$832.00	\$9,984.00	\$832.00	\$9,984.00	\$832.00	\$9,984.00
Animal Shelter Admin (Formerly MPD Mounted)	\$298.00	\$3,576.00	\$298.00	\$3,576.00	\$298.00	\$3,576.00
MPD Police Academy	\$1,040.00	\$12,480.00	\$1,040.00	\$12,480.00	\$1,040.00	\$12,480.00
MPD Special OPS	\$1,521.00	\$18,252.00	\$1,521.00	\$18,252.00	\$1,521.00	\$18,252.00
MPD 1st Precinct	\$936.00	\$11,232.00	\$936.00	\$11,232.00	\$936.00	\$11,232.00
MPD 2nd Precinct	\$725.00	\$8,700.00	\$725.00	\$8,700.00	\$725.00	\$8,700.00
MPD 3rd Precinct	\$725.00	\$8,700.00	\$725.00	\$8,700.00	\$725.00	\$8,700.00
MPD 4th Precinct Public Safety Ctr	\$725.00	\$8,700.00	\$725.00	\$8,700.00	\$725.00	\$8,700.00
MPD Headquarters	\$3,467.00	\$41,604.00	\$3,467.00	\$41,604.00	\$3,467.00	\$41,604.00
MPD Impound Lot Metal Building	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
MPD Traffic Division	\$1,170.00	\$14,040.00	\$1,170.00	\$14,040.00	\$1,170.00	\$14,040.00
MPD Crime Prevention	\$126.00	\$1,512.00	\$126.00	\$1,512.00	\$126.00	\$1,512.00
Electrical Department	\$866.00	\$10,392.00	\$866.00	\$10,392.00	\$866.00	\$10,392.00
Traffic Engineering Dept	\$624.00	\$7,488.00	\$624.00	\$7,488.00	\$624.00	\$7,488.00
Public Buildings Dept	\$416.00	\$4,992.00	\$416.00	\$4,992.00	\$416.00	\$4,992.00
Public Works Complex Offices, Restrooms, and Break Areas	\$2,730.00	\$32,760.00	\$2,730.00	\$32,760.00	\$2,730.00	\$32,760.00

Hurtel Admin Complex "A" Public Service Admin	\$1,755.00	\$21,060.00	\$1,755.00	\$21,060.00	\$1,755.00	\$21,060.00
Hurtel Admin Complex "B" Engineering Dept	\$487.00	\$5,844.00	\$487.00	\$5,844.00	\$487.00	\$5,844.00
Hurtel Street Building "C" Dept TBD	\$292.00	\$3,504.00	\$292.00	\$3,504.00	\$292.00	\$3,504.00
Municipal Archives	\$312.00	\$3,744.00	\$312.00	\$3,744.00	\$312.00	\$3,744.00
Tardy Cottage	\$312.00	\$3,744.00	\$312.00	\$3,744.00	\$312.00	\$3,744.00
Technology Center	\$1,265.00	\$15,180.00	\$1,265.00	\$15,180.00	\$1,265.00	\$15,180.00
Western Admin Complex (WAC)	\$1,404.00	\$16,848.00	\$1,404.00	\$16,848.00	\$1,404.00	\$16,848.00
Azalea City Golf Course Clubhouse	\$968.00	\$11,616.00	\$968.00	\$11,616.00	\$968.00	\$11,616.00
Buick Building – 1 st Floor	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
Buick Building – 2 nd Floor	\$390.00	\$4,680.00	\$390.00	\$4,680.00	\$390.00	\$4,680.00
Totals	\$25,999.00	\$311,988.00	\$25,999.00	\$311,988.00	\$25,999.00	\$311,988.00

Total Bid for Year One:

Three Hundred Eleven Thousand, Nine Hundred Eighty-Eight and no/100 \$ 311,988.00

(Written in Words)

(Written in Numbers)

Total Bid for Year Two:

Three Hundred Eleven Thousand, Nine Hundred Eighty-Eight and no/100 \$ 311,988.00

(Written in Words)

(Written in Numbers)

Total Bid for Year Three:

Three Hundred Eleven Thousand, Nine Hundred Eighty-Eight and no/100 \$ 311,988.00

(Written in Words)

(Written in Numbers)

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

Nine Hundred Thirty-Five Thousand, Nine Hundred Sixty-Four and no/100 \$ 935,964.00

(Written in Words)

(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES – VARIOUS LOCATIONS – The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply to additional services as described in the scope of work:

Year 1.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40 / sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40 / sq. ft.
General Cleaning Hourly Rate	\$ 24.00 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat & Sun)	\$ 36.00 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00 / per hr.

Year 2.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40 / sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40 / sq. ft.
General Cleaning Hourly Rate	\$ 24.00 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat & Sun)	\$ 36.00 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00 / per hr.

Year 3.

Additional Service	Price Per Square Foot Area
Floor Cleaning	\$ 0.15 / sq. ft.
VCT Flooring – Strip & Wax	\$ 0.50 / sq. ft.
Carpet Cleaning	\$ 0.28 / sq. ft.
Deep Cleaning (Floors, walls, interior windows, flat surfaces)	\$ 0.40 / sq. ft.
Exterior Ground Floor Window Cleaning	\$ 0.40 / sq. ft.
General Cleaning Hourly Rate	\$ 24.00 / per hr.
General Cleaning Overtime Hourly Rate (5pm-8am, Mon.-Friday, Sat & Sun)	\$ 36.00 / per hr.
General Cleaning Overtime Holidays (City Holiday)	\$ 36.00 / per hr.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	ServiceMaster Services
Address	2650 Fairway Dr. Mobile, AL 36604
Telephone	251-344-5105
E-Mail	jennifer.farrell@att.net

RFP/RFQ Solicitation Number	SC-024-25
Project Description	Janitorial Services - Various Locations Janitorial Service
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority <u>98%</u> Non-minority _____ SDVO _____ Total #of Employees <u>180</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennifer Farrell
Signature: [Signature] Date: 9/10/25
Title: V.P.

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: Jennifer Farrell Title: V.P.
Email: jennifer.farrell@att.net Phone: 251-344-5105



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

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questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company SC-024-25 Your Bid/Proposal Amount \$ 935,944.⁰⁰ Date: 9/10/2025
Description: Janitorial Services - Various City of Mobile Locations
Name of Bidder/Proposer: ServiceMaster Services

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A						



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

Form 2: Good Faith Effort Documentation

Name of Bidder: ServiceMaster Services

Contact Person: Jennifer Farrell Phone 251-344-5105 Email jennifer.farrell@att.net

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☒	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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



Alabama Secretary of State



R.G.L.G., Inc.	
Entity ID Number	000 - 169 - 313
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/24/1995
Registered Agent Name	GUTHANS, ROBERT A JR
Registered Office Street Address	1266 HUTSON DR MOBILE, AL 36609
Registered Office Mailing Address	Not Provided
Nature of Business	OWNING/OPERATING A CLEANING/JANITORIAL & RELATED SERVICES
Capital Authorized	\$1,000
Capital Paid In	----
Incorporators	
Incorporator Name	GUTHANS, ROBERT A JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	
as of 10/24/2021 10:04 AM EDT	
Document Date / Type / Pages	01/24/1995 Certificate of Formation 5 pgs.

New Search



Company ID Number: 161065



Approved by:

E-Verify Employer Agent Employer Service Master Services	
Name (Please Type or Print) Kim Mosley	Title
Signature Electronically Signed	Date 10/29/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/29/2008



Company ID Number: 161065

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Service Master Services
Company Facility Address	2650 Fairway Dr. Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631135519
North American Industry Classification Systems Code	812
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 161065

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

AL

1



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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Lisa Conn	
	PHONE (A/C, No, Ext): 817-336-2377 FAX (A/C, No):	
	E-MAIL ADDRESS: LConn@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Owners Insurance Company	32700
	INSURER B: Auto-Owners Insurance Company	18988
	INSURER C: Midwest Employers Casualty Company	23612
	INSURER D: Alabama Self-Insured Worker's Compensation Fund	0
	INSURER E: Sentry Insurance Company	24988
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 696173702

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		38195751	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		4977046400	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		4977046401	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A		P101889AL2025 PVAL129001 9053897001	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☒ OTH-ER Other States E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile Architectural Engineering Department P. O. Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED RGLG, Inc. dba ServiceMaster Services 2650 Fairway Drive Mobile AL 36606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

The Worker's Compensation policies includes the following excluded officers: Robert A. Guthans Jr.

The Worker's Compensation policy (9053897001) covers Mississippi and Florida.

Project #: SC-024-25

"The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder."

Auto Liability Policy has been endorsed to apply on a Primary and Non-Contributory basis.

The General Liability and Automobile Liability policies have been endorsed to include a notice of cancellation to certificate holders that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. The endorsement does not provide for notice of cancellation if the named insured requests cancellation

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) CITY OF MOBILE	Mailing Address PO BOX 1827 MOBILE, AL 36633-1827

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. 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 written Modification.
- C. **The Work:** The term “Work” means the 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 Service Contractor to fulfill the Service Contractor’s obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service 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.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable 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.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.

- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees 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 Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he 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. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) One original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service 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 revision. Service 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;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

- D. 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, written notice of such 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.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service 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 Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor 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 any person other than the Service Contractor's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) 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
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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

c) Or Bodily Injury and \$1,000,000 combined single
limit Property Damage

4) Excess/Umbrella Liability:

a) \$2,000,000 combined single limit of liability for each occurrence
for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.

- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** 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.
- E.** No action or failure to act by the Owner or Service 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 there under, except as may be specifically agreed in writing.
- F.** 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. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor:

 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 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.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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 Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must 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, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service 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 Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Janitorial Service
Project #SC-024-25

Date: August 28, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 13, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General Items:

1. The Pre-Bid Conference Attendance Roster, dated August 13, is attached and forms part of Addendum No. 1.
2. Following closer consideration regarding supplies and equipment, the City has determined that the Base Bids should not include any Vendor responsibility for cost of consumable products (paper towels, toilet paper, hand towels, and hand soap). The City will provide these items and the Vendor will continue to restock levels in accordance with the Scope of Work. It will be the responsibility of the Vendor to provide all equipment used in reference to the janitorial service which includes all mops, brooms, cleaning supplies, garbage bags, cloth towels, dusters, carts, and any other cleaning supplies.
3. **Question: Are you looking for a company to take on all site locations at once, or is there flexibility to parcel out the work to cover select locations?**

Answer: All bids for this contract must include the Scope of Work in its entirety. There is no opportunity to break out the locations and bid separately. However, vendors looking for a

smaller scope of services should consider bidding on the similar contract for National Museum of the Gulf, SC-025-25.

4. **Question: The “Instructions to Bidders” section references a required Bid Bond Form that is attached within the Project Manual. Where is this located?**

Answer: Following closer consideration this service contract will not require any Bid Bond. Any references to a required Cashier’s Check or Bond produced by a licensed Surety, within the entirety of the Project Manual, can be disregarded.

5. The janitorial services for the Buick Building located at 455 St. Louis St., Mobile AL 36602 will be added to the Scope of Work for this contract. This site consists of two office areas and men’s and women’s restrooms on two different floors. The first floor is approximately 4,500 square feet; the second floor is approximately 5,500 square feet. The restrooms are in the common areas in the hallways. The sites have been added to each chart below for referencing and bidding.

The updated **Base Bid** and **Schedule of Values** replace those detailed in the Project Manual as Exhibit B- Bid Form. All bids that are to be considered must be completed on the current **Schedule of Values** located in this Addendum.

Janitorial Cross Reference Chart

Routine Cleaning Schedule		Scheduled Services	
(D) Daily -Monday – Friday (D/S) Daily with Saturday Service (1xW) One Time Per Week (2xW) Two Times Per Week (3xW) Three Times Per Week (M) Monthly (5xW) Mon, Wed, Fri, Sat, and Sun.		Deep Cleaning Schedule Per Year	Floor Strip & Waxed / Carpet Shampoo Per Year
		(2x) (4x)	(1x) (2x) (4x)

Routine Cleaning Schedule								Scheduled Services	
Facility Name	Trash Service	Floor Sweeping/ Mopping / Vacuuming	Restrooms	Breakrooms	Drinking Fountains	Surface Dusting	Interior Glass Cleaning	Deep Cleaning Per Year	Floor Strip and Waxed / Carpet Shampoo Per Year

200 Gov't St 1 st Floor "A" C.R.O.	D	D	D	D	D	D	1xW
200 Gov't St 2 nd Floor East "B" H.B.D.	D	D	D	D	D	D	1xW
200 Gov't St 2 nd Floor West Side "C" Community Affairs	3xW	3xW	3xW	3xW	3xW	3xW	1xW
200 Gov't St 3 rd Floor "D" O.P.R.	2xW	2xW	2xW	2xW	2xW	2xW	1xW
Animal Shelter	D	D	D	D	D	D	1xW
Animal Shelter Admin (Formerly MPD Mounted)	2xW	2xW	2xW	2xW	2xW	2xW	1xW
MPD Police Academy	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD Special OPS	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 1st Precinct	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 2nd Precinct	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 3rd Precinct	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD 4th Precinct-Public Safety Ctr	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD Headquarters	D	D	D	D	D	D	1xW
MPD Impound Lot	2xW	2xW	2xW	2xW	2xW	2xW	1xW
MPD Traffic Division ¹	3xW	3xW	3xW	3xW	3xW	3xW	1xW
MPD Crime Prevention	1xW	1xW	1xW	1xW	1xW	1xW	1xW
Electrical Department	3xW	3xW	3xW	3xW	3xW	3xW	1xW
Traffic Engineering Dept	3xW	3xW	3xW	3xW	3xW	3xW	1xW
Public Buildings Dept	2xW	2xW	2xW	2xW	2xW	2xW	1xW
Public Works Complex Offices, Restrooms, and Break Areas	D	D	D	D	D	D	1xW
Hurtel Admin Complex "A" Public Service Admin	D	D	D	D	D	D	1xW
Hurtel Admin Complex "B" Engineering Dept	D	D	D	D	D	D	1xW
Hurtel Admin Complex "C" Dept TBD	D	D	D	D	D	D	1xW

4x	4x
4x	4x
2x	2x
2x	1x
2x	2x
2x	2x
2x	2x
2x	2x
2x	N/A
2x	2x
2x	2x
2x	4x
2x	2x
2x	2x
2x	N/A
2x	N/A
2x	2x
2x	2x
4x	4x
4x	4x
2x	2x

Municipal Archives	2xW	2xW	2xW	2xW	2xW	2xW	1xW
Tardy Cottage	2xW	2xW	2xW	2xW	2xW	2xW	1xW
Technology Center	D	D	D	D	D	D	1xW
Western Admin Complex (WAC)	3xW	3xW	3xW	3xW	3xW	3xW	1xW
Azalea City Golf Course Clubhouse	5xW	5xW	5xW	5xW	5xW	5xW	1xW
Buick Building – 1 st Floor	2xW	2xW	2xW	2xW	2xW	2xW	1xW
Buick Building – 2 nd Floor	2xW	2xW	2xW	2xW	2xW	2xW	1xW

2x	2x
2x	2x
2x	2x
4x	2x
2x	N/A
4x	4x
4x	4x ²

Location Specific Services:

To include the exterior restroom on the adjacent building.¹

The 2nd floor offices contain antique hardwood, and the quarterly floor service will consist of standard industry practices for maintaining this material.²

Site Locations– Approx. Square Footage

LOCATION	ADDRESS	SQ FOOTAGE
200 Government St-1 st Floor “A”-C.R.O	200 Government St.	5,000*
200 Government St-2 nd Floor East “B”-H.B.D.	200 Government St.	2,000*
200 Government St-2 nd Floor West “C”-Community Affairs	200 Government St.	3,000*
200 Government St-3 rd Floor “D”-O.P.R.	200 Government St.	5,000*
Animal Shelter	855 Owens St.	1,700
Animal Shelter Admin (Formerly MPD Mounted)	1251 Virginia St.	1,500*
Electrical Department	854 Gayle St.	5,000*
MPD Academy	1251 Virginia St.	8,900
MPD-Special Ops Building	850 St. Anthony St.	27,430
MPD Precinct #1	2601 Dauphin Island Parkway	15,038
MPD Precinct #2	5441 Hwy 90W, Suite C	9,384
MPD Precinct #3	2165 St. Stephens Rd.	9,735
MPD Precinct #4-PSC	8080 Airport Blvd.	9,500
MPD HQ	2460 Government St.	37,760
MPD Impound Lot	1251B Virginia St.	6,100
MPD Traffic Division	850 Virginia St.	6,700

MPD Crime Prevention	2407 Airport Blvd.	2,000*
Traffic Engineering	852 Gayle St.	3,500
Public Building Department	850 Owen St.	3,000*
Public Works Complex Offices, Restrooms, and Break Areas	770 Gayle St.	10,000*
Hurtel Admin Complex "A" Public Service Admin	1900 Hurtel St.	17,000*
Hurtel Admin Complex "B" Engineering Dept	1900 Hurtel St.	4,000*
Hurtel Admin Complex "C" Dept TBD	1900 Hurtel St.	2,000*
Municipal Archives	457 Church St.	18,200
Tardy Cottage	104 S. Lawrence St.	5,500
Technology Center	651 Church St.	7,725
Western Admin Complex	4851 Museum Dr.	39,600
Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	7,900
Buick Building – 1 st Floor	455 St. Louis St.	4,500*
Buick Building – 2 nd Floor	455 St. Louis St.	5,500*

*** Approximate square footage, Service Contractor to verify exact dimensions.**

1. Base Bid:

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract Bid (Year 1, 2, and 3 Yearly Totals):

\$ _____ .00 \$ _____ .00
 (Written in Words) (Written in Numbers)

2. Schedule of Values:

Facility Name	Year 1 Monthly	Year 1 Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual
200 Gov't St 1 st Floor "A" C.R.O.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor East "B" H.B.D.	\$	\$	\$	\$	\$	\$
200 Gov't St 2 nd Floor West Side "B" Community Affairs	\$	\$	\$	\$	\$	\$

200 Gov't St 3rd Floor "D" O.P.R.	\$	\$	\$	\$	\$	\$
Animal Shelter	\$	\$	\$	\$	\$	\$
Animal Shelter Admin (Formerly MPD Mounted)	\$	\$	\$	\$	\$	\$
MPD Police Academy	\$	\$	\$	\$	\$	\$
MPD Special OPS	\$	\$	\$	\$	\$	\$
MPD 1st Precinct	\$	\$	\$	\$	\$	\$
MPD 2nd Precinct	\$	\$	\$	\$	\$	\$
MPD 3rd Precinct	\$	\$	\$	\$	\$	\$
MPD 4th Precinct Public Safety Ctr	\$	\$	\$	\$	\$	\$
MPD Headquarters	\$	\$	\$	\$	\$	\$
MPD Impound Lot Metal Building	\$	\$	\$	\$	\$	\$
MPD Traffic Division	\$	\$	\$	\$	\$	\$
MPD Crime Prevention	\$	\$	\$	\$	\$	\$
Electrical Department	\$	\$	\$	\$	\$	\$
Traffic Engineering Dept	\$	\$	\$	\$	\$	\$
Public Buildings Dept	\$	\$	\$	\$	\$	\$
Public Works Complex Offices, Restrooms, and Break Areas	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "A" Public Service Admin	\$	\$	\$	\$	\$	\$
Hurtel Admin Complex "B" Engineering Dept	\$	\$	\$	\$	\$	\$
Hurtel Street Building "C" Dept TBD	\$	\$	\$	\$	\$	\$
Municipal Archives	\$	\$	\$	\$	\$	\$
Tardy Cottage	\$	\$	\$	\$	\$	\$
Technology Center	\$	\$	\$	\$	\$	\$
Western Admin Complex (WAC)	\$	\$	\$	\$	\$	\$

Azalea City Golf Course Clubhouse	\$	\$	\$	\$	\$	\$
Buick Building – 1 st Floor	\$	\$	\$	\$	\$	\$
Buick Building – 2 nd Floor	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$

Total Bid for Year One:

\$ _____ .00 \$ _____ .00

(Written in Words)

(Written in Numbers)

Total Bid for Year Two:

\$ _____ .00 \$ _____ .00

(Written in Words)

(Written in Numbers)

Total Bid for Year Three:

\$ _____ .00 \$ _____ .00

(Written in Words)

(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

END OF ADDENDUM NUMBER 1

Stultz, David

From: Maynard, Suntrease
Sent: Wednesday, August 6, 2025 5:31 PM
To: Stultz, David
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, David! Geoffrey Alexander 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: A25-0580

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: Geoffrey Alexander

Request Type: Contract

If other:

Request Details: Service Contract Project Manual for City Janitorial Service

Priority: Moderate

Date Entered: July 29th 2025 15:49

Proposed Due Date: August 11th 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Sandy Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Authorize 3-year Service Contract SC-026-25 with Star Service Inc of Mobile for HVAC maintenance and repair at the Mobile Alabama Cruise Terminal; \$95,970.00; sponsored by Mayor Stimpson and Councilmember William Carroll (submitted by Carleen Stout, REAM Dept)

Amount of Contract:

\$95,970.00

Funding Source

60206020-42200

ATTACHMENTS:

1. Contract Packet for CivicPlus SC-026-25

REVIEWERS:

Katie Cassil

Carleen Stout

Scott Collins

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: STAR SERVICE INC. OF MOBILE

Project Name: SERVICE CONTRACT – MOBILE ALABAMA CRUISE
TERMINAL – HVAC MAINTENANCE AND REPAIR
(3 YEARS)

Project Number: SC-026-25

Amount:	\$21,000.00	FIRST YEAR
	\$21,966.00	SECOND YEAR
	\$23,004.00	THIRD YEAR
	+ \$30,000.00	CONTINGENCY
	\$95,970.00	TOTAL CONTRACT

Adopted:

City Clerk



**AGREEMENT 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: **STAR SERVICE INC. OF MOBILE
4663 Halls Mill Road
Mobile, Alabama 36695
Telephone: (251) 661-4050**

City Business License No.: **37191
City Vendor No.:** **287799
State of Alabama Entity No.:** **000-904-133**

For the following Project: **SERVICE CONTRACT – MOBILE, ALABAMA CRUISE
TERMINAL – HVAC MAINTENANCE AND REPAIR**

**MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, ALABAMA 36602**

PROJECT NUMBER: **SC-026-25**



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Star Service Inc. of Mobile, hereinafter referred to as "Contractor."

This Agreement, including its Exhibits A, B, C, D, 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 Project Manual for SC-026-25 on August 27, 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:

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance for the Mobile, Alabama Cruise Terminal – HVAC Maintenance and Repair (the "Project"), in accordance with the Scope of Work 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.

2.0 TERM

- 2.1** 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, Bid Form, attached hereto and incorporated herein.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** 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 \$95,970.00 for the entire Project in accordance with Exhibit B 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 Real Estate Asset Management Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** 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.

4.0 METHOD OF PAYMENT

- 4.1** 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 REAM Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the REAM Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

- 5.1** 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.
- 5.2** If the City's Real Estate Asset Management Deputy Director of Planning and Administration 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.

6.0 LIABILITY OF CONTRACTOR

- 6.1** 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).
- 6.2** This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

- 7.1** Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** 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.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** 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.
- 8.4** 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.
- 8.5** 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.
- 8.6** 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.

- 8.7** 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.

9.0 TIME FOR PERFORMANCE

- 9.1** 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.

10.0 FORCE MAJEURE

- 10.1** 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.

11.0 OBLIGATIONS OF THE CITY

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.

11.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

12.0 TERMINATION

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

13.0 DISPUTE RESOLUTION

- 13.1** 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, Alabama, with the parties sharing equally in the cost of such mediation.
- 13.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 13.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts 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.
- 13.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 13.5** 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.
- 13.6** 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.

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** 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.

14.3 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.

14.4 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 the 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.

15.0 SUSPENSION/STOP WORK ORDER

15.1 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.

15.2 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 12.1. 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.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, Director of Real Estate Asset Management Carleen Stout-

Clark or the Director's designated representative, Deputy Director of Planning and Administration Chad Holm.

- 16.2** 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:

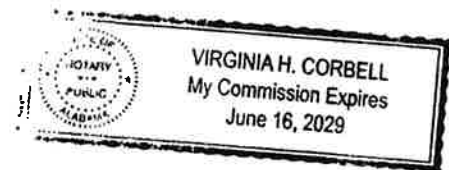
CITY:

City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
P.O Box 1827
Mobile AL 36633-1827

CONTRACTOR:

STAR SERVICE INC. OF MOBILE
C/O DONALD C. HARRIS
Contractor's Authorized Agent
Address 4663 HALLS MILL ROAD
City, State, Zip MOBILE, AL 36693

Virginia H Corbell



- 16.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT / BREACH

- 17.1** 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.

18.0 EFFECT OF DEFAULT

- 18.1** 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.

19.0 WITHHOLDING PAYMENT DUE

- 19.1** 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.

20.0 CURE PLAN

- 20.1** 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.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 21.1** 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.

22.0 PEER REVIEW/VALUE ENGINEERING

- 22.1** 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.

23.0 ANTI-BOYCOTT

- 23.1** 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.

24.0 NON-DISCRIMINATION

- 24.1** 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.

25.0 COMPLIANCE WITH IMMIGRATION LAW

- 25.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. 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 attached Exhibit D, *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.

26.0 MISCELLANEOUS

- 26.1** 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.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** 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.
- 26.8** 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.
- 26.9** 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.
- 26.10** 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.

- 26.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 26.12** 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.
- 26.13** 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.
- 26.14** 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.
- 26.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 26.16** 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.
- 26.17** 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.
- 26.18** 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.

26.19 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.

26.20 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.

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

**SERVICE CONTRACTOR:
Star Service Inc. of Mobile**

Signature

Signature

Mayor, City of Mobile
Printed Name and Title

DONALD C. HARRIS VICE President of OPERATIONS
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

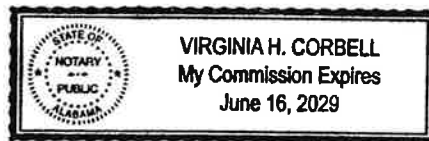
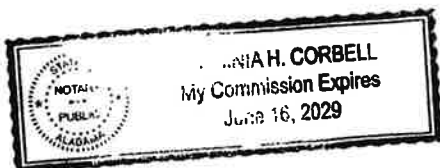
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Don C. Harris as VP of operations and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of offices.
Sworn to and subscribed for me this 26th day of September, 2025.

Virginia H. Corbell

NOTARY PUBLIC

STATE OF ALABAMA AT-LARGE

My Commission Expires:



END OF SECTION

EXHIBIT A – SCOPE OF WORK

MOBILE, ALABAMA CRUISE TERMINAL HVAC MAINTENANCE AND REPAIR**SC-026-25****August 27, 2025****Scope of Services:**

Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment, and supplies, and all associated travel time and expenses required to perform Air Filter Service, Preventative Maintenance, and Repair Service to all HVAC Equipment at the Mobile, Alabama Cruise Terminal and in accordance with the terms of this Contract.

Basic Services:

1. Due to the schedule of the cruise ship arrivals and departures, the Service Contractor shall coordinate all work with the Service Contract Administrator and the Cruise Terminal staff to minimize disruption.
2. The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. Workers must have a Transportation Worker Identification Credential (TWIC) badge, or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at <https://www.tsa.gov/for-industry/twic>.
3. Service to be performed bi-monthly (6 service dates per year) on all of the units listed in Exhibit A – Equipment List. Service Contractor shall perform visual inspections of all unit's conditions and operations. Also included will be all required belt adjustments and replacements along with lubrication, if needed. Service Contractor shall inspect all moving parts and components, investigate noises, belts, bearing, drives, fans, and lubricate and make adjustments as recommended by manufacturer's specifications. All air filter media and/or high efficiency pleated filters will be replaced on a monthly schedule and supplied by the Service Contractor.
4. Service Contractor shall be responsible for operational checks of all compressors, refrigerant charge and fans; including voltages, amperages, inspection of fan belts and blades, along with HVAC control system.
5. Inspect and secure all electrical connections.
6. Biannual cleaning interior and exterior coils, fan impellers and blades, and electrical contacts.
7. Monthly cleaning of condensate drains lines from the air handling unit to the drain.
8. Service Contractor shall inspect all support structures and provide documentation of

maintenance performed after every service to the Service Contract Administrator.

9. All preventative maintenance shall be performed by qualified licensed personnel directly employed by the Service Contractor.
10. Service Contractor must employ, at minimum five (5) HVAC Technicians who possess a minimum of one year experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990). The Service Contractor shall keep the premises and surrounding areas free from accumulation of waste materials and rubbish caused by the operations under this Contract.
11. Repair service shall be available within Two (2) hours of notification by the City of Mobile.
12. If a piece of equipment fails, it shall be replaced or repaired before the next arrival of the cruise ship. Tentative scheduling is a 6-to-8-day rotation.
13. The City of Mobile requires that any equipment failures requiring replacement shall be done within Thirty-Six (36) hours of determination of failure.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Service Contractor will immediately provide the City's Project Manager with a written report to include detailed description and cost estimate for additional work required. Using the Labor and Parts rates as listed in this Agreement. No work may be performed without written approval by City.

Coordinate all work with Cruise Terminal Director or personnel authorized by the Cruise Terminal Director, Public Buildings Superintendent, or REAM Deputy Director.

EXHIBIT A – EQUIPMENT LIST

Location	Model Number	Serial Number	Filter Size
Terminal Roof Top			
Unit #1	50TC-D24B1N6-6H5G0	4618P29609	20x25x2
Unit #2	50KC-A06B2N6-0K5C0	4518C89922	16x16x2
Unit #3	50HC-D11A1N6-6F4M0	3218P80599	20x20x2
Unit #4	50TC-D24B1N6-6H5G0	4718P29647	20x25x2
Unit #5	50HC-D11A1N6-6F4M0	3218P80598	20x20x2
Unit #6	50TC-D24B1N6-6H5G0	4618P29610	20x25x2
Unit #7	50TC-D24A1N6-6H5G0	3318P26713	20x25x2
Unit #8	50HC-D11B1N6-6F3M0	4718P86567	20x20x2
Unit #9	50HC-A07A1N6-OK5F0	3218P80646	16x20x2
Unit #10	50HC-D11B1N6-6F3M0	4718P86568	20x20x2
Unit #11	THD240G4RPB	182111071D	20x20x1
Unit #12	50HC-D14A1N6-6F5M0	3218P08920	18x24x2

CBP - Processing			
Unit #1	38AUZA12A0A6A0A0A0	3216C94025	16x24x2
Unit #2	38AUZA12A0A6A0A0A0	2915C93056	16x24x2
Unit #3	WDS033GB2B32A2A	E16G00761703001001	16x24x2

Server Room	MUZ-GL24NA	5001943T	Washable Screen
--------------------	------------	----------	-----------------

Security Room	PUY-A12NH46	53U07715B	Washable Screen
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Electrical Room	MUY-30NA-1	5001943T	Washable Screen
------------------------	------------	----------	-----------------

Crew Room	4TTB3060A1000BB	9421TLR2F	16x20x1 / 20x20x1
------------------	-----------------	-----------	-------------------

Gangway			
Unit #1	TSJ120A4S0001	230511095L	16x24x2 / 18x24x2
Unit #2	TSJ120A4S0003	233812671L	16x24x2 / 18x24x2
Unit #3	TSJ120A4S0001	230511104L	16x24x2 / 18x24x2
MINI SPLIT	RZQ36TBVJUA	E000278	

Fixed Walkway			
	W60HF-C15VXXXXXR	10022896	16x30x1
	W60HF-C15VXXXXXR	10022898	16x30x1
	W60HF-C15VXXXXXR	10022897	16x30x1
	W60HF-C15VXXXXXR	10022899	16x30x1

Baggage X-Ray	24ABB360A0062011	2816E15478	20x24x1
----------------------	------------------	------------	---------

Note – Service Contractor to verify all model numbers, serial numbers, and filter sizes required.

END OF SECTION

EXHIBIT B - BID FORM

The following Bid Format 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, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – MOBILE, ALABAMA CRUISE
TERMINAL – HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: 201 SOUTH WATER STREET, MOBILE, AL 36602

PROJECT NO.: SC-026-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated August 27, 2025, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: Star Service, Inc. of Mobile

ADDRESS: 4663 Halls Mill Road, Mobile, Alabama 36693

PHONE: 251-661-4050

EMAIL: starservice.com or gerryreimer@starservicese.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 37191

CITY OF MOBILE VENDOR NUMBER: 287799

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The 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, insurance, 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, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the

right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. BASE BID – As specified in Scope of Work

BASE BID – PREVENTATIVE MAINTENANCE & REPAIR SERVICES - shall be based on the following Labor Rates: Hourly rates for HVAC Maintenance and Repair services shall be as follows:

Year 1:	\$ <u>1,750.00</u> monthly	\$ <u>21,000.00</u> annual
Year 2:	\$ <u>1,833.00</u> monthly	\$ <u>21,966.00</u> annual
Year 3:	\$ <u>1,917.00</u> monthly	\$ <u>23,004.00</u> annual
Total (Year 1+ Year 2+ Year3):	\$ <u>65,970.00</u>	

*Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (All Years):

Sixty-Five Thousand, Nine Hundred Seventy & 00/100 Dollars \$ 65,970.00
(Amount in Words) (Amount in Numbers)

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):

Year 1: \$ 105 per hour; Year 2: \$ 105 per hour; Year 3: \$ 105 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$ 157.50 per hour; Year 2: \$ 157.50 per hour; Year 3: \$ 157.50 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: \$ 157.50 per hour; Year 2: \$ 157.50 per hour; Year 3: \$ 157.50 per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

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

2. BID INCLUDES:

Addendum Number 1, Dated 9/5/25
Addendum Number 2, Dated 9/16/25
Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

QUESTIONS: To be answered by all vendors (regardless of whether intending to claim a preference):

- A. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
Yes. Commercial Property located at 4663 Halls Mill Road, Mobile AL 36693
- B. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe.
N/A
- C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? No. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan
- Bid Bond or Cashier's Check, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

6. 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.

COMPANY NAME:

Star Service, Inc. of Mobile

(Typed)

BY:



(Signature of Company Officer)

COMPANY OFFICER:

Hunter Elmore

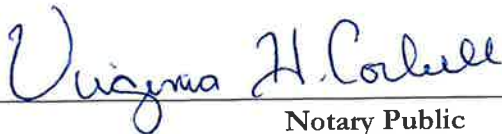
(Typed)

TITLE

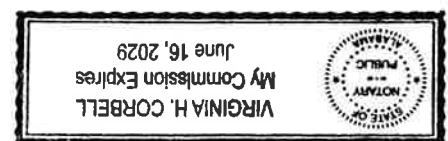
Vice President of Business Development/Partner

(Typed)

DATE September 17th, 20 25

Sworn to and subscribed before me this 17th day of September, 20 25

Notary Public



SUBCONTRACTING & MAJOR SUPPLIER PLAN



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.

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

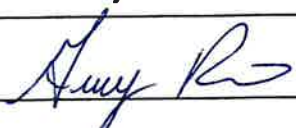
Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan**Section I. Information about your company**

Company	Star Service, Inc of Mobile
Address	4663 Halls Mill Road Mobile, AL 36693
Telephone	251-661-4050
E-Mail	gerryreimer@starservice.com

RFP/RFQ Solicitation Number	SC-026-25
Project Description	Service Contract-Mobile,AL Cruise Terminal-HVAC Maintenance&Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☐ Total #of Employees <u>40</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Gerry Reimer
 Signature:  Date: 9/17/2025
 Title: HVAC Consultant

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: Hunter Elmore Title: Vice President of Business Development/Partner
 Email: hunterelmore@starservice.com Phone: 251-661-4050

Page 2 of 5
Subcontractor/Supplier Plan



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 (Cont'd)

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

Please Print Company Star Service, Inc of Mobile Your Bid/Proposal Amount \$ _____ Date: 9/17/2025

9	/	17	/	2025	Description	Service Contract-Mobile,AL Cruise Terminal-HVAC Maintenance&Repairs
---	---	----	---	------	-------------	---

Name of Bidder/Proposer: _____

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Star Service, Inc. of Mobile

Contact Person: Gerry Reimer Phone 251-661-4050 Email gerryreimer@starservice.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 Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

Page 5 of 5
Subcontractor/Supplier Plan

END OF SECTION



Alabama Secretary of State



Star Service, Inc. of Mobile	
Entity ID Number	000-904-133
Entity Type	Foreign Corporation
Principal Address	4663 HALLS MILL ROAD MOBILE, AL 36693
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Louisiana
Formation Date	04/20/1995
Qualify Date	06/27/1995
Registered Agent Name	CORPORATION SERVICE COMPANY, INC.
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/27/1995
Miscellaneous Filing Entry	CONSENT TO USE CORPORATE NAME
Transaction Date	08/29/1995
Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 57 ADAMS AVENUE MONTGOMERY, AL 36104
Transaction Date	03/15/1999
Registered Agent Changed From	BRIDGES, J EDWIN 4663 HALLS MILL RD MOBILE, AL 36693

Star Service, Inc. of Mobile	
Transaction Date	10/16/2000
Registered Agent Changed From	BRIDGES, J EDWIN 4663 HALLS MILL RD MOBILE, AL 36693
Transaction Date	10/19/2023
Registered Agent Changed From	MAYEUX, SHAUN 4663 HALLS MILL RD MOBILE, AL 36693
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/27/1995 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	06/27/1995 Certificate of Formation 1 pg.
Document Date / Type / Pages	08/29/1995 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/15/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/16/2000 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/19/2023 Registered Agent Change 2 pgs.

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



Company ID Number: 420616

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

Employer Star Service Inc. of Mobile	
Laurie Miller	
Name (Please Type or Print)	Title
Electronically Signed	06/08/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/08/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Star Service Inc. of Mobile
Company Facility Address:	4663 Halls Mill Rd.
	Mobile, AL 36693
Company Alternate Address:	PO Box 91473
	Mobile, AL 36691
County or Parish:	MOBILE
Employer Identification Number:	631142512



Company ID Number: 420616

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

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

Name:	Laurie L Miller	Fax Number:	(251) 661 - 7050
Telephone Number:	(251) 661 - 4050		
E-mail Address:	lauriemiller@star-service.com		
Name:	Shaun Mayeux	Fax Number:	(251) 661 - 7050
Telephone Number:	(251) 661 - 4050		
E-mail Address:	shaunmayeux@star-service.com		
Name:	Richard Kennedy	Fax Number:	(251) 661 - 7050
Telephone Number:	(251) 661 - 4050		
E-mail Address:	richardkennedy@star-service.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Riggs, Counselman, Michaels & Downes, Inc.
4 North Park Drive, Suite 500
Hunt Valley MD 21030

CONTACT NAME: Rebecca Gierczak Star Mobile GAU10W
PHONE (A/C, No, Ext): 410-339-7263 **FAX (A/C, No):** 410-339-7234
E-MAIL ADDRESS: FBSG.Certificates@rcmd.com

INSURED
Star Service, Inc. of Mobile
4663 Halls Mill Rd
Mobile AL 36693

FIDEENG-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Phoenix Insurance Company		25623
INSURER B : Travelers Property Casualty Company of America		25674
INSURER C : Charter Oak Fire Insurance Company		25615
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 596908771**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	VTNCO5469B537PHX25	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	VTC2OCAP4R63COF25 VTJBAP4R631875COF25	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP4R6306452525	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB1S2815262525K	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job #SC-026-25: Service Contract Mobile, Alabama Cruise Terminal HVAC Maintenance and Repair. Certificate holder is included as Additional Insured under General Liability, including ongoing & completed operations and Automobile Liability on a primary & non-contributory basis as required by written contract. Contractual Liability is included. Waiver of Subrogation is granted in favor of all Additional Insureds under General Liability, Automobile Liability & Workers Compensation as required by written contract. Products/Completed Operations are included. Umbrella follows form of underlying General Liability, Automobile Liability and Employers Liability coverage. 30 days prior written notice of cancellation, 10 days notice of cancellation for non-payment of premium will be provided.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: UB-1S281526-25-25-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. Alternate Employer	Address
CITY OF MOBILE	P.O. BOX 1827 MOBILE, AL

2. State of Special or Temporary Employment
AL

3. Contract or Project
SC-026-25 MOBILE ALABAMA CRUISE TERMINAL-HVAC
MAINTENANCE & REPAIR

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
Insured 04/01/2025

Policy No.
UB-1S281526-25-25-K

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 01 (00) – 001**

POLICY NUMBER: UB-1S281526-25-25-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
CITY OF MOBILE	P.O. BOX 1827 MOBILE, AL	AL

POLICY #VTC2OCAP4R63COF25

TERM: 04/01/2025-2026

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none">A. BROAD FORM NAMED INSUREDB. BLANKET ADDITIONAL INSUREDC. EMPLOYEE HIRED AUTOD. EMPLOYEES AS INSUREDE. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSF. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASISG. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none">H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMITI. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMITJ. PERSONAL PROPERTYK. AIRBAGSL. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSSM. BLANKET WAIVER OF SUBROGATIONN. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately 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.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

COMMERCIAL GENERAL LIABILITY

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

COMMERCIAL GENERAL LIABILITY

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

COMMERCIAL GENERAL LIABILITY

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

COMMERCIAL GENERAL LIABILITY

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A.

COMMERCIAL GENERAL LIABILITY

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the 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.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - 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.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

COMMERCIAL GENERAL LIABILITY

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
- b. A trust;
as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
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"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
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; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 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. 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.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other 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 described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

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, except when Paragraph d. below applies.

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 insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

COMMERCIAL GENERAL LIABILITY

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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB1S2815262525K

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN
CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. 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 written Modification.
- C. The Work:** The term “Work” means the 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 Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service 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.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s

designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable 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.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees 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 Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he 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. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service 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 revision. Service 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;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** 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, written notice of such 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.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service 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 Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor 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 any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.
- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.
- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) 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 |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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 |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |

4) Excess/Umbrella Liability:

a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** 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.

- E.** No action or failure to act by the Owner or Service 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 there under, except as may be specifically agreed in writing.
- F.** 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. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor
 - a. fails to perform service in a satisfactory manner; or
 - b. repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - c. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - d. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient

cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for loss of profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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 Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must 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, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service 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 Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Mobile, Alabama Cruise Terminal – HVAC Maintenance and Repair
Project #SC-026-25

Date: September 5, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 27, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated September 3, is attached and forms part of Addendum No. 1.
- Item 2. Following closer consideration this service contract will not require any Bid Bond. Any references to a required Cashier's Check or Bond produced by a licensed Surety, within the entirety of the Project Manual, can be disregarded.

END OF ADDENDUM NUMBER 1

ATTENDANCE ROSTER

[illegible]



Addendum Number 2

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Mobile, Alabama Cruise Terminal – HVAC Maintenance and Repair
Project #SC-026-25

Date: September 16, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 27, 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.**

Question: In Reference to Exhibit A - Scope of Work, 3rd service item.

“Should the service be performed bi-monthly as stated first or is the intent for it to be monthly and the document contains an error”.

Answer: Services to be performed Bi-monthly (6 visits per year) include belt adjustments, lubrication, and replacements if needed. All moving parts and components should be inspected which include bearings, drives, and fans. Adjustments should be made accordingly. Other operational checks include all compressors, refrigerant charges, and HVAC control systems.

Monthly services include replacement of air filters and cleaning of condensate drain lines. Inspect and secure all electrical connections.

Biannual service (2 visits a year) includes inspection of all support structures, cleaning interior and exterior coils, fans, blades, and electrical contacts.

END OF ADDENDUM NUMBER 2

Cassil, Katie

From: Stultz, David
Sent: Thursday, September 25, 2025 3:54 PM
To: Cassil, Katie
Subject: FW: Your Legal Request is Complete - We'd Love Your Feedback!

From: Maynard, Suntrease <suntrease.maynard@cityofmobile.org>
Sent: Wednesday, September 10, 2025 11:59 AM
To: Stultz, David <david.stultz@cityofmobile.org>
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, David! Bryan Horsley 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: A25-0570

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: Bryan Horsley

Request Type: Contract

If other:

Request Details: Service Contract review for Cruise Terminal HVAC Maintenance

Priority: Moderate

Date Entered: July 25th 2025 09:25

Proposed Due Date: August 15th 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 28, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Sandy Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Authorize 3-year Service Contract with Touchdown Cleaning Services Inc for carpet cleaning at the Mobile Alabama Cruise Terminal; \$28,410.00 per year; sponsored by Mayor Stimpson and Councilmember William Carroll (submitted by Carleen Stout, Real Estate Asset Management Dept)

Amount of Contract:

\$28,410.00 per year

Funding Source

60206020-42200

ATTACHMENTS:

1. SC-018-25 Contract Packet for CivicPlus

REVIEWERS:

Katie Cassil

Carleen Stout

Scott Collins

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: TOUCHDOWN CLEANING SERVICES, INC.

Project Name: SERVICE CONTRACT – MOBILE ALABAMA CRUISE
TERMINAL – CARPET CLEANING (3 YEARS)

Project Number: SC-018-25

Amount:	\$28,410.00	FIRST YEAR
	\$28,410.00	SECOND YEAR
	+ \$28,410.00	THIRD YEAR
	\$85,230.00	TOTAL CONTRACT

Adopted:

City Clerk



**AGREEMENT 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: **TOUCHDOWN CLEANING SERVICES, INC.**
31446 Coleman Lane
Spanish Fort, Alabama 36527
Telephone: (251) 753-8919

City Business License No.: **109565**
City Vendor No.: **295368**
State of Alabama Entity No.: **000-399-540**

For the following Project: **SERVICE CONTRACT – MOBILE, ALABAMA CRUISE
TERMINAL – CARPET CLEANING**

MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, ALABAMA 36602

PROJECT NUMBER: **SC-018-25**



AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Touchdown Cleaning Services, Inc., hereinafter referred to as "Contractor."

This Agreement, including its Exhibits A, B, C, D, 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 Project Manual for SC-018-25 on August 27, 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:

1.0 CONTRACTOR'S SERVICE

- 1.1** The Contractor agrees to diligently provide all materials, services and labor for the performance for the Mobile, Alabama Cruise Terminal – Carpet Cleaning (the "Project"), in accordance with the Scope of Work 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.

2.0 TERM

- 2.1** 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, Bid Form, attached hereto and incorporated herein.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- 3.1** 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 \$85,230.00 for the entire Project in accordance with Exhibit B 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 REAM Deputy Director of Planning and Administration, Chad Holm.
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** 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.

4.0 METHOD OF PAYMENT

- 4.1** 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 REAM Deputy Director of Planning and Administration indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the REAM Deputy Director of Planning and Administration who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 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.

5.2 If the City's REAM Deputy Director of Planning and Administration 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.

6.0 LIABILITY OF CONTRACTOR

6.1 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).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

- 7.1** Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** 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.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** 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.
- 8.4** 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.
- 8.5** 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.
- 8.6** 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.

8.7 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.

9.0 TIME FOR PERFORMANCE

9.1 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.

10.0 FORCE MAJEURE

10.1 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.

11.0 OBLIGATIONS OF THE CITY

11.1 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.

11.2 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.

11.3 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.

11.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

12.0 TERMINATION

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

13.0 DISPUTE RESOLUTION

- 13.1** 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.
- 13.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 13.3** 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.
- 13.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 13.5** 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.
- 13.6** 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.

14.0 CONTRACTOR WARRANTY

- 14.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 14.2** 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.

14.3 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.

14.4 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.

15.0 SUSPENSION/STOP WORK ORDER

15.1 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.

15.2 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.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is REAM Director Carleen Stout-Clark or the Director's

designated representative, Deputy Director of Planning and Administration, Chad Holm.

- 16.2** 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 Building Services
c/o: Chad Holm
City's Authorized Agent
P.O. Box 1827
Mobile, Alabama 36633-1827

CONTRACTOR:
Touchdown Cleaning Services, Inc.
c/o: Tracy Mosley
Contractor's Authorized Agent
31446 Coleman Lane
Spanish Fort, Alabama 36527

- 16.3** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

- 17.1** 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.

18.0 EFFECT OF DEFAULT

18.1 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.

19.0 WITHHOLDING PAYMENT DUE

19.1 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.

20.0 CURE PLAN

20.1 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.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 21.1** 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.

22.0 PEER REVIEW/VALUE ENGINEERING

- 22.1** 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.

23.0 ANTI-BOYCOTT

- 23.1** 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.

24.0 NON-DISCRIMINATION

- 24.1** 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.

25.0 COMPLIANCE WITH IMMIGRATION LAW

- 25.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state

of Alabama. 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 attached Exhibit D, *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.

26.0 MISCELLANEOUS

- 26.1** 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.
- 26.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 26.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 26.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 26.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 26.7** 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.
- 26.8** 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.
- 26.9** 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.
- 26.10** 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.

26.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

26.12 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.

26.13 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.

26.14 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.

26.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

26.16 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.

26.17 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.

26.18 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.

26.19 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.

26.20 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.

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

Signature

Mayor, City of Mobile
Printed Name and Title

SERVICE CONTRACTOR:
Touchdown Cleaning Services, Inc.

Signature

Tracy L. Mosley-Manager
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Tracy L. Mosley as Manager of Touchdown Cleaning Services, 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 corporation
Sworn to and subscribed for me this 26th day of September, 2025.

Marilyn L. Bullard
NOTARY PUBLIC

STATE OF ALABAMA AT-LARGE
My Commission Expires:



END OF SECTION

SCOPE OF WORK

August 27, 2025

Scope of Services:

The Mobile, Alabama Cruise Terminal is a dedicated passenger cruise terminal, located at 201 South Water Street, Mobile, AL 36602. The Cruise Terminal currently handles approximately 5,000 passengers every 6-8 days over a 12-hour period. Due to this high level of foot traffic and the specialized function of the facility, the carpeted areas of the building need regular, specialized cleaning and require the highest quality of work from the Service Contractor.

The Scope of Work is to provide all labor, tools, equipment, insurance, cleaning materials and other supplies necessary for the cleaning of the carpeted areas within the Customs & Border Protection Offices, Concourse/ Terminal Area, Cruise Terminal Administrative Offices, Elevator Tower, and Passenger Elevators. This work includes all labor and tools needed to remove prior to cleaning, and return after carpet has dried, all furniture, fixtures, planters, etc. from the carpeted areas to be cleaned (permanently installed items such as x-ray machines and metal detectors are not to be moved):

General

1. Carpet is a 100% solution dyed nylon carpet tile.
2. Carpeted area to be cleaned is as follows:
 - a. Customs & Border Protection (CBP) Offices (Level 1) - approximately 1,450 square feet*
 - b. Concourse/Terminal Area (Level 2) - approximately 21,600 square feet*
 - c. Administrative Offices (Mezzanine-Level 3) – approximately 1,470 square feet*
 - d. Walk-off mats on each of the Three (3) floors of the Elevator Tower – approximately 100 square feet*
 - e. Floor 1 of the Elevator Tower and Level 1 of the Terminal Building – approximately 1,340 square feet*
 - f. Two (2) Passenger Elevators – approximately 40 square feet*

***Approximate areas are listed for reference only. Bidders shall verify all areas and shall base their bids on measurements taken in the field.**

3. All carpet cleaning shall occur between the hours of 8:00 am and 4:00 pm on non-cruise days as directed by Cruise Terminal staff. Exact dates of cruise schedules, and correlated facility availability dates for contracted carpet cleaning, may vary from year to year and must be coordinated with Cruise Terminal staff.
4. Service Contractor shall be responsible for the removal and relocation of all furniture, fixtures, and any other movable items from the area to be cleaned. Dollies and other moving equipment will NOT be provided.
5. Service Contractor shall provide all required and necessary equipment to complete the scope of work including, but not limited to, all extension cords, air handlers/dryers, cleaning products, chemicals, cleaning equipment, etc. Cruise Terminal power and water will be available for use for cleaning operations.

6. Carpet shall be thoroughly vacuumed prior to beginning carpet cleaning.
7. Carpet shall be prepared and cleaned in general conformance with the Maintenance of Shaw Contract Group Carpets (attached as Exhibit A). Cleaning materials and equipment shall be as approved by the Carpet and Rug Institute, Inc. and Shaw Carpet, Inc.
8. Cleaning by the use of a high performance hot water extraction system, commonly referred to as a “steam cleaning” system, is the required cleaning process for this level of cleaning. Self-contained, walk-behind machines may be used as long as they are considered hot water extraction equipment commonly used by industry professionals. This type of machine applies the cleaning solution at a rate which is balanced with the recovery capability of the machine. A truck mounted unit located outside of the building with only the hose(s) and wand(s) brought inside that can reach the entire width and length of the Cruise Terminal (Refer to Exhibit A Maintenance of Shaw Contract Group Carpets for additional information.).
9. Service Contractor shall ensure that carpet has thoroughly dried and all furniture, fixtures and any other movable items have been returned to their original location prior to leaving the site.
10. The Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. Workers must have a Transportation Worker Identification Credential (TWIC) badge, or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at <https://www.tsa.gov/for-industry/twic>.
11. On-site parking or staging of Service Contractor’s vehicles shall be only as directed by Cruise Terminal staff.
12. Due to limited facility storage space, Service Contractor will not be allowed to store supplies and equipment on site.

Carpet Cleaning Services

- A. Deep Cleaning
Customs & Border Protection offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine – Level 3): Cleaning Frequency - Three (3) times per year (in July, November and March or as otherwise directed by Owner)
- B. Deep Cleaning
Concourse/Terminal Area (Level 2), Walk-off mats on each of the three (3) floors of the Elevator Lobby, Level 1 of Terminal, and Two (2) Passenger Elevators: Cleaning Frequency – Twelve (12) times per year (once per month)
- C. Spot Cleaning
Concourse/Terminal Area (Level 2), Walk-off mats on each of the three (3) floors of

the Elevator Tower, Elevator Lobby, Level of Terminal, and Two (2) Passenger Elevators

Type 1 - Cleaning of a single or multiple spots with a total area of no larger than 144 square feet, as identified by Cruise Terminal staff. Cleaning Frequency – Anticipated Forty (40) times per year (as directed by Cruise Terminal staff)

Type 2 - Cleaning of a single or multiple spots with a total area of no larger than 1,000 square feet, as identified by Cruise Terminal staff. Cleaning frequency – Anticipated Ten (10) times per year (as directed by Cruise Terminal staff)

No guarantees of service requests should be implied or suggested. The Owner reserves the right to increase or decrease the frequency of carpet cleaning as needed throughout the contract term. Unit Prices for each type of service will govern.

END OF SECTION

MAINTENANCE OF SHAW CONTRACT GROUP CARPETS

Shaw Contract Group tile and broadloom carpets are quality engineered to provide a long useful life and enhance the indoor environment. Carpet offers many advantages over other flooring systems, such as reduced fatigue, sound absorption, and lower life cycle costs.

From the start, the carpet maintenance program should be considered part of the carpet buying decision. If proper maintenance is neglected, the carpet's appearance will suffer, shortening the carpet's useful life and raising long term costs.

A comprehensive carpet care program consists of four elements:

- * Reduction of soil entering the building
- * Removal of dry soil
- * Removal of spots and spills
- * Cleaning by high performance hot water extraction

THE IMPORTANCE OF PLANNING

Tailor the design of the program to the amount of traffic and type of soiling which vary by area. Due to higher traffic levels, entrance lobbies, elevators, and hallways will need more care than offices. Food service areas and entrances will require more effort due to the more difficult soiling conditions. Consult the chart for suggested frequencies by traffic levels.

Traffic Level	Vacuum	Spot Clean	Hot Water Extraction
Light	2-3 times/week	As needed	Annually
Medium	Daily	As needed	Twice/year
Heavy	1+ times/day	As needed	Quarterly
Extra Heavy *	1+ times/day	As needed	Minimum Monthly/as needed

Light traffic = private offices & cubicles

Medium traffic = shared offices, interior hallways & conference rooms

Heavy traffic = entrances, elevators, main hallways, break rooms, work/copy rooms & mailrooms

*** Extra Heavy = airports & entries to hospitals, malls & theaters *extra heavy traffic & soiling require frequent attention**

Although Shaw Industries products are designed for specific applications and are tested to withstand the tremendous beating that carpet receives in some uses, there are some conditions where appearance change must be expected. Carpet and other flooring materials where the oily material from asphalt sealers is tracked into the building may become yellowed over time. This material stains not only carpet but other flooring materials as well. It is virtually impossible to remove all of this material once it has penetrated the fiber of any carpet. Walk off mats and periodic cleaning can reduce this phenomenon. When sealing asphalt parking lots specify a high quality sealer and ask the vendor for a warranty that this will not occur.

Areas where large amounts of sandy soil enter the building may become dull in appearance over time. This is due to abrasion of the fiber surface, reducing the reflection of light. This is minimized by frequent vacuuming.

REDUCTION OF SOILING

One of the most critical aspects of maintenance is the use of walk-off mats at building entrances. Mats are also one of the least understood and neglected parts of the maintenance program. Walk-off mats greatly reduce the amount of soil carried into a building by foot traffic. Other areas where mats are beneficial are service entrances with direct contact to the outside, from the hard surface

area in a kitchen to the carpeted dining area in a restaurant, or at entrances from plant facilities into the offices. Various studies have shown that the cost of removing a pound of soil from a building ranges up to \$500 or more! Clearly, it is far cheaper to stop the dirt at the door.

The choice of mats is important because the cheaper mats do a poor job of trapping soil and have a short life span. Walk-off mats fall into two categories; those designed to remove and trap gritty soil and those intended to absorb water during wet weather. They should be used in combination.

Good soil removal mats have a coarse texture, are able to brush soil from shoes, and can hold large amounts of soil in their pile. The water absorbent mat is used inside to prevent tracked in moisture from getting to the carpet. A wet carpet acts like a giant shoe cleaner and soils rapidly. When both types of mats are used in combination, they should always be placed so that incoming traffic passes over the soil removal mat first, because the absorbent types have very little soil holding ability.

For mats to continue to trap soil, they should be cleaned on a regular basis, more frequently than the carpet. If accumulated soil is not removed, the mat will become overloaded and cannot prevent soil from entering the building - the mat may even become a source of soil itself. When a building is new or still under construction, soil may be tracked in from unfinished grounds so the mats need to be cleaned more often.

REMOVAL OF DRY SOIL

Vacuuming is the **most significant element** in the maintenance of carpet and the overall appearance of the facility. Research has shown that 85% of the soil tracked into a building is dry, and the other 15% is oily. Vacuums are designed to remove the dry soil. Walking on soiled carpet

permits the soil particles to work their way down into the pile where they are more difficult to remove. Frequent vacuuming removes soil particles from the surface before this happens. Heavily trafficked areas, such as entrances and major corridors, should be vacuumed at least once a day. Areas with less traffic such as offices should be vacuumed every other day depending upon conditions.

Vacuum Cleaner Recommendations:

1. We only recommend use of vacuums certified in **The Carpet and Rug Institute (www.carpet-rug.org) Vacuum Cleaning Indoor Air Quality Program**. Vacuums specifically designed for commercial installations offer characteristics which help meet the demands of a good maintenance program.
2. For carpet tile and carpets that are **glued directly to the floor without cushion**, a vacuum with a rotating cylindrical brush, rather than a beater bar, should be used to agitate the pile and loosen the soil. Beater bars can damage the pile of direct-glued carpet if the machine height adjustment is set too low. This can also damage the vacuum.
3. Vacuums with either a beater bar or rotating brush can be used for carpet installed over pad, or with attached cushion backings. These vacuums are also recommended for double stick installations where the carpet is glued to the pad.
4. Bags that fill from the top are preferred over those that fill from the bottom. Replaceable paper bags or paper liners for cloth bags are better filters than cloth bags alone because they can trap more of the small particles that cloth bags allow to pass back into the air. Many vacuums can also be used with **micro filtration or high efficiency bags** which capture even smaller particles which tend to be related to allergy complaints and can also reduce the need for dusting. Check bags frequently and replace when 1/2 to 2/3 full to avoid a decrease in efficiency. When changing bags, also check the belt and replace if loose or worn.
5. A good vacuum is vital to prolonging the life of your carpet. A cheap vacuum can remove surface dirt but may not effectively remove the hidden particles embedded in the pile. This can lead to rapid appearance loss and complaints of poor product performance. A hundred dollars saved on the price of a vacuum can easily cost thousands of dollars in reduced useful life of the carpet

PILE LIFTING

Between cleanings, regular use of a **pile lifter** can remove deeply embedded dry sand and soil, help stand up the pile and renew the appearance of the carpet in high traffic areas such as traffic funnel zones, elevators, and lobbies. A pile lifter is an upright two motor vacuum with a large, adjustable motor driven brush, a high suction vacuum motor, and a sand trap. Using a pile lifter in traffic lanes just prior to cleaning removes the deeply embedded soil and opens up the pile so the hot water extraction can be more effective. **Follow the pile lifting with a thorough vacuuming.**

SPOT AND SPILL REMOVAL

All maintenance procedures mentioned thus far have been **planned**; spot and stain removal is the reaction to an **unplanned** incident. Therefore, it is desirable to have the needed materials handy by planning ahead of time. The professional cleaning companies have spot removal kits in convenient carrying cases that contain all the necessary materials. For assistance with specific stain removal procedures, contact Shaw Industries Technical Services Department through Inforum at 877-502-7429.

General Instructions:

Spot removal products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program for cleaning products are recommended for specific spots. (Reference www.carpet-rug.org) Additional spot removal procedures are listed below if professional and CRI certified products are not available:

- * Scoop up any solids gently with a spoon or dull knife. Absorb wet spills as quickly as possible by blotting with **white** paper or cloth towels.
- * Always blot, **never scrub or rub abrasively**, because it may create a fuzzy area. When blotting, work from the outer edge in toward the center of the spot to avoid spreading the spill and enlarging the problem.
- * Thorough removal of both the stain material and the detergent residue is critical to prevent re-soiling. Water extraction is the best way to accomplish this. Many cleaning equipment manufacturers offer small extraction machines specially designed for spot cleaning. These are small, lightweight and highly portable. They do an excellent job of rinsing after spot cleaning. They are also an excellent way to deal with body fluids on the carpet. For additional information on these machines call the Shaw Technical Services Department.
- * Place several layers of white towels on the spot to draw out any remaining moisture. Weight them down with a heavy object that will not transfer color, such as a plastic jug of water.

Removal Procedures:

A. WATER SOLUBLE STAINS - Absorb as much as possible with white towels. Blot the affected area with more towels dampened with cool water until no more color transfers to the towels. If any of the stain remains, use a detergent solution of 1/2 teaspoon (no more) of **CLEAR** liquid hand dishwashing detergent (do not use those containing lanolin or hand lotions) to a quart of water in a clean spray bottle. You may also use a general purpose spot cleaner with a pH less than 10.

For printed carpets, do not use cleaning agents with a pH higher than 8. Spray lightly onto the spot and blot repeatedly with white towels. **Rinse thoroughly** by spraying with clean water, and then blot or extract. Do not use too much detergent because the residue will contribute to rapid re-soiling.

A-1. Either: apply a white vinegar solution (one part white vinegar to one part water) to a white towel and blot or spray onto spot. Continue as in "A" or use a slightly acidic spotter made for

coffee, tea and other tannin stains rather than the detergent.

A-2. Either: apply a solution of household ammonia (one tablespoon of ammonia to one cup water) to a white towel and blot or spray onto spot. Continue as in "**A**" or use an alkaline spotter made for removing blood and protein stains rather than the detergent. **Do not use on printed styles.**

B. GREASE- Blot as much as possible with white towels. Apply a solvent designed for grease removal to a towel and blot. **Use sparingly and do not pour or spray directly** on the carpet pile as damage to the backing or adhesive underneath may result. A better option is the use of a gel solvent. The advantage of the gel is that it remains on or near the surface where the grease is. The application is much more controllable and has two distinct advantages. By remaining in the area where gel is applied, it allows additional dwell time for the contaminant to soften and by not penetrating to the backing, there is no risk of carpet delaminating.

Use the towels to transport the solvent to the carpet. Repeat until no more color transfers to the towel. Protective gloves should be worn because the solvent will quickly remove oils from the skin and may result in irritation. Provide adequate ventilation and **do not use flammable solvents!** Rinse thoroughly by spraying with clean water, and then blot or extract. If needed, continue with procedures in "**A**".

C. FREEZE areas with chewing gum and candle wax with ice or a commercially available product in an aerosol can. Shatter with a blunt object and vacuum before the chips soften. Follow up with solvent as in "**B**". A better option is the use of a gel solvent.

D. Several specialty spotting products are available from cleaning industry suppliers to remove difficult stains such as Betadine, food dyes, mustard, etc... For specific specialty products, contact Shaw Technical Services through Inforum at 877-502-7429.

E. RUST can be removed in most cases with a 10% solution of oxalic acid which is available under several brand names at most stores selling cleaning products. Stubborn cases require 5% hydrofluoric acid which is difficult to obtain and dangerous to use. Both should be used with **caution** by a trained professional.

RECOMMENDED PROCEDURES BY STAIN TYPE

STAIN	REMOVAL PROCEDURE
Adhesive, Carpet*	B, A,
Alcoholic Beverages	A
Asphalt	B
Beer	A
Betadine*	A, D
Blood, wet Dry	A A-2
Butter	B
Chewing Gum	C
Chocolate	A-2
Coffee*	A-1, D
Cola Drinks	A
Cosmetics*	B, A, D
Crayon	B
Deicer, Salt	Vacuum, A
Excrement	A
Food Dyes*	A, D
Furniture Polish	A, B

STAIN	REMOVAL PROCEDURE
Grease, Auto Food	B A
Ink, Ballpoint Permanent Washable*	B B, D A
Lipstick	B
Milk	A
Mustard*	A, D
Nail Polish	Polish Remover
Paint, Latex, Wet Latex, Dry Oil	A B B
Rust*	E
Tea*	A-1, D
Toner, Copier	Vacuum, A
Unknown*	B, A
Urine	A-1
Vomit	A-1
Wax	C
Wine	A-2

* Consulting a Trained Professional Cleaner is an option

CLEANING

Even with thorough vacuuming, cleaning is necessary to remove the 15% of soil which is the oily type material, as well as that which the vacuum cannot remove. In order to maintain acceptable appearance, the carpet **must** be cleaned on a periodic basis to prevent the carpet from becoming so dirty that it can no longer be cleaned satisfactorily. The frequency of cleaning must be adjusted to the rate at which soil accumulates; therefore, heavily trafficked areas typically require more frequent cleaning, as do areas with less traffic but more soil.

When the color of the carpet begins to look dull, it is time to clean the carpet. The traffic lanes will show this first. If the carpet is cleaned before it becomes excessively soiled, the cleaning will be more successful and a much easier task. This is especially important in places where oily soil is prevalent, such as the areas near streets or asphalt parking lots, and those around cooking or dining facilities.

Oil tends to oxidize slowly, forming a sticky material similar to varnish which becomes nearly impossible to remove as it ages.

Another stubborn problem is the salt or deicer from snow melt which accumulates in the carpet over winter. Salt pulls moisture from the air and prevents the carpet from drying as quickly as it normally would. Remember that damp carpet acts like a wet sponge to clean shoes and collect soil faster. The resulting black discoloration in the traffic lanes requires pretreatment with a traffic lane cleaner to break down the soiling and the use of hot, not warm, water to dissolve and remove the salt and soil. Residue from snow melt can cause possible damage, including discoloration. Salt is also an abrasive substance which can cause damage to the fibers.

The Cleaning System:

A number of cleaning systems are available; their effectiveness varies widely. When choosing the cleaning system, the important considerations are:

- It must clean effectively
- It must not damage the texture of the carpet
- It must not leave excessive residues of cleaning materials.

Shaw Industries recommendations are based on significant laboratory work and many years of experience in the field. **Shaw recommends only the high performance hot water extraction system, which research indicates provides the best capability for cleaning.** This system is commonly referred to as "steam cleaning" although no steam is actually generated. The process consists of applying a cleaning agent onto the pile, and using water in the extractor to recover the used solution and soil. This can be done from a truck-mounted unit outside the facility with only the hose and wand brought inside, or where a truck-mounted unit cannot reach, by a portable system brought into the facility.

A list of cleaning products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program may be found at www.carpet-rug.org. For additional assistance contact Inforum at 877-502-7429.

The Hot Water Extraction method using high performance equipment should be the *primary* scheduled method to clean carpets. Shaw Industries recommends the use of Hot water extraction equipment which has obtained a Gold Rating in the **Carpet and Rug Institute (CRI) Seal of Approval Program. A list of equipment that has obtained the Gold Rating may be found at www.carpet-rug.org.** Self-contained, walk-behind machines are another type of hot water extraction equipment commonly used. They apply the cleaning solution at a rate which is balanced with the recovery capability of the machine. This type machine is often employed where cleaning is done by in-house maintenance staffs. Since these machines cannot equal the performance of high performance extractors, their use should be scheduled as an interim frequency supplemented by periodic high performance cleaning.

When necessary interim cleaning systems are successful when used to supplement the extraction program. These interim cleaning processes help enhance the carpet's appearance between deep cleanings. Low moisture encapsulation systems are also

interim cleaning processes that enable the carpet's appearance to be improved and returned to service in a short amount of time. The cleaning agent is agitated into the carpet's pile with a mechanical brush, allowed to dry and vacuumed to remove the encapsulated soil from the carpet. In conjunction with scheduled Hot Water Extraction cleanings, the low moisture systems can help maintain a satisfactory appearance.

SHAW DOES NOT RECOMMEND!

"Bonnet" Systems:

The name for these systems is derived from the rotating bonnet of terry cloth or other absorbent material used to agitate the pile and pick up soil. A detergent solution is sprayed onto the pile, and is then worked with the bonnet attached to a rotary floor polisher. It is at best a temporary appearance enhancement because it only absorbs at the surface and does no real extraction of deep soil. **SHAW DOES NOT ADVOCATE THIS SYSTEM.** It is **not substitute for hot water extraction.**

It has very limited capability for soil removal and often leaves most of the detergent in the pile. The spinning bonnet may distort the pile of cut pile carpets and leave distinct swirl marks.

SHAW'S EXPERIENCE HAS BEEN THAT MORE CUSTOMER SOILING COMPLAINTS RESULT FROM THIS SYSTEM THAN ALL OTHER CAUSES COMBINED!

The bonnet system may damage the edges of some carpet tiles.

Water recycling machines

Shaw Industries does not recommend any cleaning machine which continuously recycles the cleaning solution. A growing body of experience is showing that although the large particles are filtered out, the soluble materials, including detergents and soluble contaminants are distributed over the whole area. With repeated cleanings these materials become more concentrated and begin to cause rapid resoiling.

CHOOSING A PROFESSIONAL CLEANER

One way to locate a nearby professional carpet cleaner who uses a hot water extraction system is to contact the **Institute of Inspection, Cleaning & Restoration Certification (IICRC)** at 800-835-4624 or www.iicrc.org.

This organization maintains a national directory of independent professional cleaners who are trained and certified in a variety of cleaning specialties. **You must specifically request a professional cleaner using hot water extraction. IICRC certified firms with the "Master Cleaner" certification are preferred.**

BASIC GUIDELINES FOR IN-HOUSE MAINTENANCE

If you choose to maintain your carpet using in-house personnel, here are some guidelines to

follow. For a good reference describing carpet cleaning and the hot water extraction method specifically, read the *Carpet Cleaning Standard*, (S100) by the IICRC, available at the number listed above.

1. Thoroughly vacuum the area to be cleaned before the hot water extraction to remove as much dry soil as possible. Use a pile lifter if necessary in high traffic areas.

2. Remove spots and stains using the procedures above or a commercially available spot removal kit. Pre-treat the heavily soiled areas and traffic lanes with traffic lane cleaner **certified in the Carpet and Rug Institute (CRI) Seal of Approval Program (www.carpet-rug.org)**. Agitate the carpet using carpet rake or agitation equipment. This allows the cleaning agent to penetrate. A minimum of ten minutes of dwell time is recommended to allow the cleaning agent time to loosen contaminants. Although it is advisable to minimize the use of solvents, many traffic lane cleaners do contain some solvents to help remove the stubborn oily dirt often found in traffic areas. Treat a small area and extract the liquid before the traffic lane cleaner dries.

On most commercial carpets, **use a detergent with a pH less than 10, preferably near 9, and with a minimum of non-sticky residue. For *printed carpets*, use a detergent solution that has a pH between 6 and 8.**

Cleaning products that have been tested and certified in the Carpet and Rug Institute (CRI) Seal of Approval Program for Cleaning Products are recommended. For additional assistance contact Inforum at 1-877-502-7429.

Your detergent selection is important. It is even more important to remove all the detergent you put into the carpet. A detergents' ability to bind to particles of soil and oil is what makes cleaning happen. However, the detergent residue continues to attract and hold soil even after drying. Increasing the amount of detergent beyond the recommended level does not increase cleaning performance, but makes the complete removal of detergent more difficult.

Excessive detergent residue is the most common cause of accelerated resoiling complaints. Shaw does not recommend the use of cleaning agents with optical brighteners.

3. **Avoid over-wetting** the carpet. Prolonged dampness may cause discoloration, promote growth of mildew and bacteria in the carpet, or cause separation of the backing. This can be controlled by a combination of proper equipment and operator training.

4. Do **not** use any silicone-based anti-soil treatments on carpet produced by Shaw.

5. **Reduce drying time** by using several fans or air movers to move air across the carpet in combination with a dehumidifier or air conditioner to pull moisture out of the air. Carpet should be completely dry within 12 hours or less.

Technical Services Bulletin 502-01/08

END OF SECTION

EXHIBIT B - BID FORM

The following Bid Format 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, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT
MOBILE, ALABAMA CRUISE TERMINAL
CARPET CLEANING

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL

PROJECT NO.: SC-018-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated August 27, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services 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,

COMPANY NAME: Touchdown Cleaning Services, Inc.

ADDRESS: 31446 Coleman Lane, Spanish Fort, AL 36527

PHONE: 251-753-8919 **EMAIL:** Touchdowncs4@gmail.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 109565

CITY OF MOBILE VENDOR NUMBER: 295368

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The 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, insurance, 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, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option

to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – As specified in Scope of Work

First Year (Initial Term)

A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)*:

\$ 246.00 per cleaning x 3 times per year = \$ 738.00

B. Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

\$ 2,081.00 per cleaning x 12 times per year = \$ 24,972.00

C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

Type 1 (144 SF Max Area)
\$ 25.00 per cleaning x 40 times per year = \$ 1,000.00

Type 2 (1,000 SF Max Area)
\$ 170.00 per cleaning x 10 times per year = \$ 1,700.00

Total First Year Bid (A + B + C): \$ 28,410.00

Second Year (First Additional Term)

A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)*:

\$ 246.00 per cleaning x 3 times per year = \$ 738.00

B. . Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

\$ 2,081.00 per cleaning x 12 times per year = \$ 24,972.00

C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:

Type 1 (144 SF Max Area):\$ 25.00 per cleaning x 40 times per year = \$ 1,000.00**Type 2 (1,000 SF Max Area) :**\$ 170.00 per cleaning x 10 times per year = \$ 1,700.00**Total Second Year Bid (A + B + C):** \$ 28,410.00**Third Year (Second Additional Term)****A. Deep Cleaning of Customs & Border Protection Offices (Level 1) and Cruise Terminal Administrative Offices (Mezzanine/Level 3)*:**\$ 246.00 per cleaning x 3 times per year = \$ 738.00**B. . Deep Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:**\$ 2,081.00 per cleaning x 12 times per year = \$ 24,972.00**C. Spot Cleaning of Concourse/Terminal Area (Level 2), Walk-Off Mats in Elevator Tower (3 levels), Elevator Tower Lobby, Level 1 of Terminal, and two Passenger Elevators*:****Type 1 (144 SF Max Area)**\$ 25.00 per cleaning x 40 times per year = \$ 1,000.00**Type 2 (1,000 SF Max Area)**\$ 170.00 per cleaning x 10 times per year = \$ 1,700.00**Total Third Year Bid (A + B + C)** \$ 28,410.00

* Reference Section 01000 – Scope of Work for specific areas to be cleaned

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.**Total Bid:** \$ 85,230.00**Total Bid Amount:****Eighty Five Thousand Two Hundred and Thirty----- & 00/100 Dollars** \$ 85,230.00

(Amount in Words)

(Amount in Numbers)

UNIT PRICES – for Additional Services as specified in Exhibit A – Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bid above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

- A. Regular Time (8am to 5pm, Monday through Friday): \$ 16.00 per hour
- B. Overtime (5pm to 8am, Monday through Friday, and Weekends): \$ 16.50 per hour
- C. Overtime Holidays (Bidder's Holidays): \$ 17.00 per hour

Parts/Material: Contractor's direct cost plus Fifteen (15%) percent.

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

1. BID INCLUDES:

Addendum Number 1, Dated 8/27/25
 Addendum Number _____, Dated _____
 Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1: Sheila H. Gurganus - Director

Company Name: Mobile Alabama Cruise Terminal
 Company Address: 201 S. Water Street, Mobile, AL 36602
 Telephone: 251-338-7447 Email: sgurganus@cityofmobile.org
 Type of Work: Carpet Cleaning - Janitorial
 Date(s): July 2018-Present

B. Reference #2: Jennifer Dunn

Company Name: Mobile County Revenue Commission

Company Address: 3925 Michael Blvd., Mobile, AL 36609
Telephone: (251) 574-5083 Email: Jennifer.dunn@mobilecounty.gov
Type of Work: Janitorial - Carpet Cleaning Strip and Wax
Date(s): December 2020 - Present

C. Reference #3: **Julie Morgan**

Company Name: Mobile County Public School Systems
Company Address: 1 Magnum Pass, Mobile, AL
Telephone: (251) 221-4473 Email: purchasing@mcpss.com
Type of Work: Strip and wax flooring
Date(s): May 2018-Present

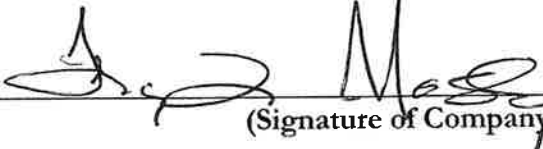
5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan
- Bid Bond or Cashier's Check, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

6. 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.

COMPANY NAME:Touchdown Cleaning Services, Inc.

(Typed)

BY: 

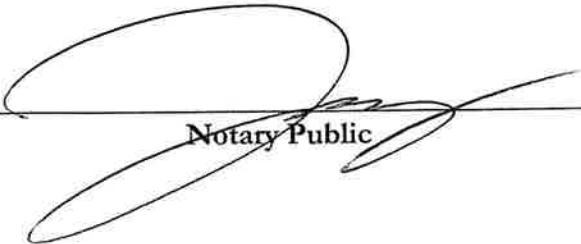
(Signature of Company Officer)

COMPANY OFFICER: Tracy L. Mosley

(Typed)

TITLE Office Manager

(Typed)

DATE Sept 16, 2025Sworn to and subscribed before me this 16 day of SEP, 2025
Notary Public**END OF SECTION**

SUBCONTRACTING & MAJOR SUPPLIER PLANOFFICE 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.

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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Touchdown Cleaning Services, Inc.
Address	31446 Coleman Lane Spanish Fort, AL 36527
Telephone	251-753-8919 or 251-402-2703
E-Mail	Touchdowncs4@gmail.com

RFP/RFQ Solicitation Number	SC-018-25
Project Description	Carpet Cleaning
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☐ SDVO ☐
	Total #of Employees <u>20</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Tracy L. MosleySignature:  Date: 9/5/2025Title: Office Manager

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

Name: Tracy L. Mosley Title: Office ManagerEmail: Touchdowncs4@gmail.com Phone: 251-753-8919



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 (Cont'd)

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

Please Print Company Touchdown
Cleaning Svs., Inc. Your Bid/Proposal Amount \$ 85,230.00

Date: 9/5/2025

SC 018 / 25 Description Mobile Alabama Cruise Terminal Carpet Cleaning

Name of Bidder/Proposer: Clinton C. Mosley

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
H&S COMMERCIAL	251 300-3297	JANITORIAL	\$2,556.9	3%	Y	
A PLUS	334 391-4601	JANITORIAL	\$2,556.9	3%	Y	
ISLAND PROPERTIES	251 545-8456	JANITORIAL	\$2,556.9	3%	Y	
Championship Enterprises	205 621-8415	JANITORIAL	\$2,556.9	3%	Y	
Atkins & Goolsby	205 621-8415	JANITORIAL	\$2,556.9	3%	Y	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Touchdown Cleaning Services, Inc.

Contact Person: Tracy L. Mosley Phone 251-753-8919 Email Touchdowncs4@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (✓)	NO ()	Did you do these suggested areas for DBE recruitment and engagement
✓		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
✓		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
✓		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____ DBEs were contact via email and phone.

Page 5 of 5
Subcontractor/Supplier Plan

END OF SECTION



Alabama Secretary of State



Touchdown Cleaning Services, Inc.	
Entity ID Number	000-399-540
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/15/2017
Registered Agent Name	JUSTICE, SHIRLEY M
Registered Office Street Address	ONE ST LOUIS CENTRE SUITE 1000 MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 2025 MOBILE, AL 36652
Nature of Business	PROVIDE RESIDENTIAL/COMMERCIAL CLEANING SERVICES
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	MOSLEY, CLINTON CARNELL
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Name	MOSLEY, TRACY L
Director Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Director Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporators	
Incorporator Name	MOSLEY, CLINTON C
Incorporator Street Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Incorporator Mailing Address	31446 COLEMAN LANE SPANISH FORT, AL 36527
Annual Reports	

Touchdown Cleaning Services, Inc.	
Report Year	2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	08/24/2017
Miscellaneous Filing Entry	New Entity Effective 08-15-2017 15:29
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/24/2017 Certificate of Formation 4 pgs.

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

Company ID Number: 1223619

Approved by:

Employer Touchdown Cleaning Services, Inc.	
Name (Please Type or Print) Tracy L. Mosley	Title
Signature Electronically Signed	Date 08/21/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/21/2017

Company ID Number: 1223619

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Touchdown Cleaning Services, Inc.
Company Facility Address	31446 Coleman Lane Spanish Fort, AL 36527
Company Alternate Address	30941 Mill Ln Suite G338 Spanish Fort, AL 36527
County or Parish	BALDWIN
Employer Identification Number	822488655
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05/01/2025

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 The Pullen Agency, LLC 2718 Dauphin St Mobile, AL 36606	CONTACT NAME: Joseph Pullen PHONE (A/C, No, Ext): 251-479-6132 FAX (A/C, No): E-MAIL ADDRESS: jpullen@farmersagent.com														
INSURED Touchdown Cleaning Services Inc. DBA Personal Touch Cleaning Services 31446 Coleman Lane Spanish Fort, AL 36257	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hiscox</td> <td>10200</td> </tr> <tr> <td>INSURER B: State Farm</td> <td>25178</td> </tr> <tr> <td>INSURER C: Travelers</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox	10200	INSURER B: State Farm	25178	INSURER C: Travelers	25658	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Travelers	25658														
INSURER D:															
INSURER E:															
INSURER F:															

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	x	x	P100.224.945.6	04/24/2025	04/24/2026	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	x	x	282624-21-01	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1000000 BODILY INJURY (Per accident) \$ 1000000 PROPERTY DAMAGE (Per accident) \$ 1000000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	x	x	93-cp-d6637	01/18/2025	01/18/2026	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 2000000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-4W155994	02/01/2025	02/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

Project Name: SC-018-25 MOBILE ALABAMA CRUISE TERMINAL - CARPET CLEANING

City Of Mobile is 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 respects to General Liability, Automobile Liability and Umbrella Liability, and Workers Compensation and Employers 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

DocuSigned by:

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. 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 written Modification.
- C. **The Work:** The term "Work" means the 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 Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service 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.

2. THE OWNER:

- A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract

Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable 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.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably

encumber the site with materials or equipment.

- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees 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 Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he 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. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service

Contractor for performance of the Work under the Contract Documents.

- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service 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 revision. Service 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;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** 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, written notice of such 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.
- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service 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 Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor 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 any person other than the Service Contractor's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.

- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.
- 2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) 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 |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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 |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies

required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** 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.
- E.** No action or failure to act by the Owner or Service 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 there under, except as may be specifically agreed in writing.

- F.** 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. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling (251) 208-7462. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor
 - 1. fails to perform service in a satisfactory manner; or
 - 2. repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 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.
- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for loss of profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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 Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must 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, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service 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 Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum Number 1

To: Pre-Bid Conference Attendees

From: David Stultz
City of Mobile Building Services Department

Re: Service Contract – Mobile, Alabama Cruise Terminal - Carpet Cleaning

Project #SC-018-25

Date: September 5, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated August 27, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated September 3, is attached and forms part of Addendum No. 1.
- Item 2. Following closer consideration this service contract will not require any Bid Bond. Any references to a required Cashier's Check or Bond produced by a licensed Surety, within the entirety of the Project Manual, can be disregarded.

END OF ADDENDUM NUMBER 1

ATTENDANCE ROSTER



PURPOSE	PROJECT	LOCATION	DATE
Pre-Bid Conference	SC-018-25 Cruise Terminal Carpet Cleaning	Mobile, Alabama Cruise Terminal Lobby	9/3/2025

[illegible]

Cassil, Katie

From: Stultz, David
Sent: Thursday, September 25, 2025 3:54 PM
To: Cassil, Katie
Subject: FW: Your Legal Request is Complete - We'd Love Your Feedback!

From: Maynard, Suntrease <suntrease.maynard@cityofmobile.org>
Sent: Wednesday, September 10, 2025 12:00 PM
To: Stultz, David <david.stultz@cityofmobile.org>
Subject: Your Legal Request is Complete - We'd Love Your Feedback!

Great news, David! Bryan Horsley 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: A25-0561

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: Bryan Horsley

Request Type: Contract

If other:

Request Details: Service Contract Project Manual Review for the Cruise Terminal Carpet Cleaning Bid

Priority: Moderate

Date Entered: July 23rd 2025 10:42

Proposed Due Date: August 15th 2025

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2243, 2245, 2345, and 2509 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **October 28, 2025**, a public hearing will be held on the **2nd** day of **December**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2243, 2245, 2345, and 2509 Halls Mill Road from B-3, Community Business Suburban District, to B-5, Office Distribution 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:

THAT REAL PROPERTY SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT:

PARCEL A

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT OF WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL, AND THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED. FROM THE POINT OF BEGINNING THENCE RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT; THENCE SOUTH 74 DEGREES EAST 830 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE NORTHWARDLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 762 FEET, MORE OR LESS, TO A POINT ON THE

SOUTH PROPERTY LINE OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THENCE NORTH 86 DEGREES WEST ALONG THE SOUTH LINE OF SAID PROPERTY OF THE HEIRS OF W. H. ROWELL (FOLLOWING AN OLD DITCH AND FENCE LINE) 581 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING PART OF THE PROPERTY CONVEYED BY HELEN R. MEAHER AND AUGUSTINE MEAHER, JR., TO HELEN R. MEAHER, AS TRUSTEE UNDER THE WILL OF AUGUSTINE MEAHER, DECEASED, AS PER MAP OF OLIVER C. HUME DATED MARCH 15, 1942. LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

PARCEL B

TO FIND THE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, AND RUN EAST ALONG THE NORTH LINE OF SAID SECTION 32, 2573 FEET TO A POINT; THENCE RUN SOUTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 32, 847.1 FEET TO A POINT ON THE EAST OR SOUTHEAST LINE OF THE RIGHT-OF-WAY OF HALLS MILL ROAD, WHICH POINT IS THE SOUTHWEST CORNER OF THE PROPERTY OF THE HEIRS OF W. H. ROWELL; THEN RUN SOUTH 45 DEGREES, 45 MINUTES WEST ALONG THE SOUTHEAST LINE OF HALLS MILL ROAD 708.5 FEET TO A POINT WHICH IS THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING RUN SOUTH 74 DEGREES EAST 830 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF THE OLD MOBILE AND BAY SHORE RAILROAD 200 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF PROPERTY FORMERLY OF J. A. M. FARNELL (NOW LOUISE FARNELL); THENCE NORTH 74 DEGREES WEST 921 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE NORTHEAST ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF HALLS MILL ROAD 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL C

FROM A POINT WHERE THE SECTION LINE BETWEEN SECTIONS 29 AND 32, TOWNSHIP 4 SOUTH, RANGE 1 WEST, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD; THENCE RUN SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 1136.90 FEET FOR THE PLACE OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE SOUTHWESTWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD 60 FEET TO THE SOUTHWEST CORNER OF PROPERTY HERETOFORE CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY, BY DEED DATED MAY 8, 1950 AND RECORDED IN DEED BOOK 503, N.S., PAGE 101 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUNNING EASTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE WITH THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD OF 47 DEGREES, 46 MINUTES, 30 SECONDS (SAID LINE BEING ALSO THE SOUTH LINE OF SAID PROPERTY SO CONVEYED BY MOBILE

COLD STORAGE AND LOCKER PLANT, INC. TO BROWN'S VELVET ICE CREAM COMPANY) 89.28 FEET TO A POINT; THENCE RUN NORTHWESTWARDLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 42 DEGREES, 13 MINUTES, 30 SECONDS WITH THE LINE LAST DESCRIBED, 66.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD AND THE PLACE OF BEGINNING. ALL OF SAID MEASUREMENTS BEING ACCORDING TO SURVEY BY JOSEPH W. LUQUIRE, JR. DATED FEBRUARY 21, 1953, AND BEING A PART OF THE SAME PROPERTY CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC., TO BROWN'S VELVET ICE CREAM COMPANY, DATED MAY 8, 1950, AND RECORDED AS AFORESAID.

LESS AND EXCEPT ANY PORTION OF SAID PROPERTY LOCATED IN CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Community Business Suburban District (B-3) to Office Distribution District (B-5), 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-5, Office Distribution 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-5, Office Distribution District, until all of 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 synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of December, 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 5th day of November, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2243, 2245, 2345, & 2509 Halls Mill Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**. 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-5** 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-5** 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:

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42 DEGREES, 13 MINUTES, 30 SECONDS WITH THE LINE LAST DESCRIBED, 66.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HALLS MILL ROAD AND THE PLACE OF BEGINNING. ALL OF SAID MEASUREMENTS BEING ACCORDING TO SURVEY BY JOSEPH W. LUQUIRE, JR. DATED FEBRUARY 21, 1953, AND BEING A PART OF THE SAME PROPERTY CONVEYED BY MOBILE COLD STORAGE AND LOCKER PLANT, INC., TO BROWN'S VELVET ICE CREAM COMPANY, DATED MAY 8, 1950, AND RECORDED AS AFORESAID.

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The classification of said property is hereby changed from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**, 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-5, Office Distribution 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-5, Office Distribution District**, until all of 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

Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
2243, 2245, 2345, & 2509 Halls Mill Road
Council District 3
C.J. Small



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

October 21, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on October 16, 2025, considered the request of **Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)** for a change in zoning from **Community Business Suburban District (B-3)** to **Office Distribution District (B-5)**, for the property located at **2243, 2245, 2345, & 2509 Halls Mill Road**.

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
Deputy Director, Planning & Zoning Department

maf
Attachments



HELMSING
LEACH
ATTORNEYS AT LAW

MONICA NICHOLAS
mcg@helmsinglaw.com

October 20, 2025

VIA HAND DELIVERY

The City of Mobile, Alabama
Mobile City Planning Commission

Re: 2243, 2245, & 2509 Halls Mill Road
SUB-003440-2025
Farmers Market of Mobile County Subdivision
Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Subdivision of 1 lot, 12.0+ acres

Dear Mobile City Planning Commission:

Enclosed a check in the amount of \$582.16, made payable to the City of Mobile,
for the advertising fee for the above referenced application.

Please contact me should you have any questions.

Very truly yours,


MONICA NICHOLAS

Enclosure

RECEIVED OCT 21 2025

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602
PLANNING AND ZONING
21 OCT 2025 AM 3:10

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 17, 2025

Farmers Market of Mobile County
12570 Henderson Camp Road
Grand Bay, Alabama 36541-6909

Re: 2243, 2245, & 2509 Halls Mill Road
ZON-UDC-003443-2025
Farmers Market of Mobile County Subdivision
Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Community Business Suburban District (B-3) to Office Distribution District (B-5).

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

At its meeting on October 16, 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-5, Office Distribution District**:

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

ZON-UDC-003443-2025 2243, 2245, & 2509 Halls Mill Road
October 17, 2025

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-5, Office Distribution District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$582.16**. 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.

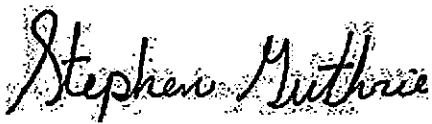
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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
Deputy Director of Planning and 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

☐ Planned Development

Checklist C

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ 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:	Dismuke Transports, LLC d/b/a Sketchy	J. Casey Pipes
Firm:		Helmsing Leach, P.C.
Phone:	229-347-7687	251-432-5521
Email:	adismuke@dismuketransportandrecove	jcp@helmsinglaw.com
Address:		150 Government St., Ste 2000, Mobile, AL

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

	Owner	Design Professional
Name:	Farmers Market of Mobile County	
Firm:		
Phone:	251 802 8567	
Email:	donniesfn@aol.com	
Address:	12570 Henderson Camp Rd, Grand Ba	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 2243, 2245, 2345 and 2509 Halls Mill Road 12.1 acres

Property Address R022909510008026.000; R022909510007260.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

B-3

Present Zoning or Transect District

B-5

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

08 15 2025

Date

Keri Coumanis Digitally signed by Keri Coumanis
 Date: 2025.08.18 09:35:21 -05'00'

Applicant or Agent Signature (if applicable)

Date

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

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

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

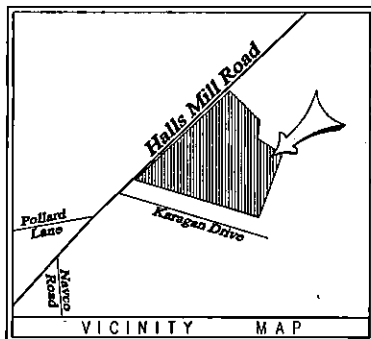
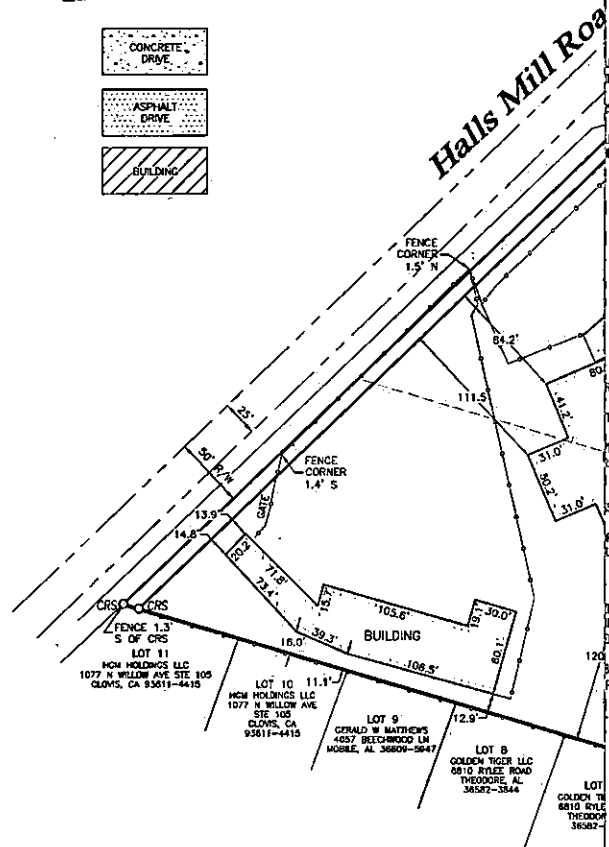
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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

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



- LEGEND**
- △ CRF CAPPED IRON ROD FOUND
 - △ CTF CAPPED TOP PIPE FOUND
 - CWF CONCRETE MONUMENT FOUND
 - △ OFT OPEN TOP IRON PIPE FOUND
 - △ RFF REBAR IRON FOUND
 - △ RPF IRON PIN FOUND
 - CRS CAPPED IRON ROD SET (LS24-50145)
 - (R) RECORD
 - (O) OBSERVED
 - R.O.B. RIGHT OF WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - CHAIN LINK FENCE
 - X— WIRE FENCE
 - /— WOOD FENCE
 - ||||| DRAINAGE INLET



LEGAL DESCRIPTION

A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF LOT 1, KARAGAN SUBDIVISION, MAP BOOK 8, NORTH 73°37'48" WEST A DISTANCE OF 921.63 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF CAD, NORTH 48°15'28" EAST A DISTANCE OF 980.92 FEET TO A CAPPED REBAR FOUND (RC); THENCE SOUTH 51° A DISTANCE OF 308.48 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 0°42'22" WEST A DISTANCE OF 216.83 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 56°44'16" EAST A DISTANCE OF 216.83 FEET TO A CONCRETE MONUMENT FOUND (RC); THENCE SOUTH 23°19'05" WEST A DISTANCE OF 508.77 FEET TO THE POINT OF BEGINNING.

MATTHEW ROBERTS, FOR SMITH CLARK & ASSOCIATES OF MOBILE, LLC DBA BYRD SURVEYING, BEY 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 THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE 08/18/25

MATTHEW ROBERTS, ALABAMA LICENSE NO. 30355

OWNER : FARMERS MARKET OF MOBILE COUNTY

(NAME), (TITLE)

SIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT (NAME), WHOSE OFFICE IS LOCATED AT FARMERS MARKET OF MOBILE COUNTY, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE SIGNED VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2025

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PERMITS WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION CONTROL AND STORM WATER RUNOFF CONTROL.

PERMITS FROM ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN PERMITS) REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT.

TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT AS A SIDEWALK MANWAY IS APPROVED.

POSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), CITY OF THE CITY OF MOBILE.

REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

THE LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3, SECTION 64-3-12 OF THE MOBILE CITY CODE.

AN AERIAL PHOTO LOT 1 WILL RECEIVE HISTORICAL CREDIT OF EXISTING (1984) IMPERVIOUS AREA TOWARDS STORMWATER PER MOBILE CITY CODE, CHAPTER 17, (STORM WATER MANAGEMENT AND FLOOD CONTROL) AS FOLLOWS: LOT 1 - 300,000 SF.

TO BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

APPROVED: MOBILE CITY PLANNING COMMISSION

ITS SECRETARY _____ DATE _____

APPROVED: _____ DATE _____
TRAFFIC ENGINEER

APPROVED: _____ DATE _____
CITY ENGINEER

FARMERS MARKET
SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING

2609 HALLS MILL ROAD MOBILE, ALABAMA
(251) 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 60' AUGUST 18, 2025
25BSI75

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The applicant proposes to rezone the parcels located at approximately 2243, 2245, 2345 and 2509 Halls Mill Road (the "site" or "property") from B-3 to B-5. For over fifty years, this 12.1 acre site was actively used by the Farmers Market of Mobile County as a regional distribution center for fresh produce and farm goods. Farmers (some as far as 250 miles away) used the site for the accumulation, storage, distribution, and delivery of fresh produce and farm goods. All of this distribution occurred by truck.¹

At the height of its activity, a 1980 aerial demonstrate the site once housed as many as 12 structures, six of which were large, open-aided warehouses, situated on raised platforms to facilitate truck-based distribution.



In the late 1990s, the Farmers Market began to wind down operations and, since that time, sublet the property for a variety of uses, including some produce distribution. There are currently nine structures located on site, including four of the original warehouses.

¹ The Mobile Register, July 20, 1973 ("Needed Balance seen at Farmers Market"); see also Mobile Register Agribusiness, November 30, 1987 ("Diversification secret to modern day farming")("Farmers from Baldwin County are also using the Mobile Farmers market. What is not sold locally is shipped to other states.").



In recent years, the site has been largely underutilized. The structures – most constructed by 1955 -- have experienced significant deferred maintenance. The grounds remain unkempt and littered with the remnants of various industries.

The Farmers Market now desires to sell the property, and Legendary Investments d/b/a as Sketchy Investments, LLC currently has it under contract. Sketchy Investments purchased the adjacent property, located at 2303 Halls Mill Road, in October, 2023. At that time, it rezoned the property to B-5. 2303 Halls Mill Road borders this property to the north and east. The rezoning request will permit this property to be used in conjunction with the property located at 2303 Halls Mill Road. These uses include warehousing, distribution, storage and heavy vehicle / equipment (i.e. truck and tractor-trailer) storage.

Mistake / Change in Use Chart Justify the Rezoning

More importantly, the rezoning will permit the site to be used as it has been since 1950 – for regionally-based, large-scale warehousing and distribution. Under the Unified Development Code, wholesale distribution, warehousing and storage in excess of 40,000 square feet is only permitted by right in a B-5 zone (or an industrial zone). Therefore, in order to continue to use

this property for wholesale distribution, it must be rezoned to B-5. Further, the rezoning will permit the new owners to reinvest in the existing warehouses, which are situated on raised foundations in order to facilitate the distribution of goods by truck.

Changing Conditions Justify the Rezoning

Halls Mill Road has long served as a traditional, commercial corridor supporting locally-owned small businesses. In recent years, however, the area has transitioned to a broader array of commercial uses with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstates -- makes it an attractive location for distributors, supply houses, and light industrial uses.

The historical use of the property -- for regional farm product distribution -- is in alignment with the changing conditions and current uses along Halls Mill Road. Therefore, the rezoning is necessary to support the continued viability of Halls Mill Road and to permit the current use of the property to continue and expand. In addition, there is a need for more commercial sites with the physical area to serve a regional market. This amendment would provide such a site.

The Rezoning is in Alignment with the Future Land Use Map and Map for Mobile

The proposed rezoning is in alignment with the Future Land Use Map of the Map for Mobile. The Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." According to the "Zoning District Correspondence Matrix" created by City staff, a B-5 zoning district is not inconsistent with the Mixed Commercial Corridor designation. The current conditions align consistently with this area's older, and more traditional type of land use, when it was Highway 90 and a route for interstate commerce.

The general character of the proposed use is in alignment with certain goals and objectives of the Map for Mobile. Specifically, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill and redevelopment" on a large parcel in an under-utilized commercial area. See Map for Mobile, pg. 7. Rezoning promotes the Map for Mobile's built environment goals by supporting redevelopment of an existing site with existing infrastructure, thereby minimizing sprawl and redeveloping a commercial site in a developed area. Map for Mobile, pgs. 37 and 38.

This portion of Halls Mill Road is considered an "underserved area." The proposal supports economic development by providing an opportunity for greater access to jobs and employment centers in an underserved areas. Map for Mobile, p. 41. The project, a significant investment along Halls Mill Road, will encourage current and future small businesses and entrepreneurs to locate in underserved areas. Map for Mobile, p. 61.

In conclusion, this 12.1-acre site operated for over fifty years as a hub for warehousing, distribution, and storage. In recent years, however, it has been underutilized. The City of Mobile

has a growing need for commercial sites with the scale and infrastructure to support regional market demands and the continued economic development of the Port of Mobile.

Redeveloping this greyfield site will help meet that need. Rezoning the property to B-5 is essential to enable its continued use and allow for expansion through the addition of new warehouse facilities and other activities. The reuse and redevelopment of this site will stabilize an undervalued, and underutilized, property, provide job opportunities in an underserved community, remediate blight and enhance the broader economic goals of the city.

CHECKLIST B: REZONING APPLICATION

A. Justification for the Proposed Amendment

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

The proposed rezoning aligns with the Future Land Use designation found in the Map for Mobile. This portion of the Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." The rezoning will facilitate the continued use of the site for "wholesale distribution, warehousing and storage in excess of 40,000 square feet" and the addition of the following uses to the site: heavy duty vehicle and heavy equipment storage. B-5 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix" created by City staff.

The proposed rezoning will provide an opportunity for "strategic infill and redevelopment" on a large parcel in an under-utilized commercial area, a Map for Mobile objective. Map for Mobile, pg. 7. The adjacent property, to the north and east, was rezoned to B-5 in October, 2023. The proposed rezoning allows this property to be used or redeveloped in a manner consistent with its intended purpose and the surrounding land uses. Further, the rezoning will allow the applicant to diversify uses at the site, enhancing the viability of this underutilized site.

2. Was there a Mistake or Error in the original map?

The use of the current site as "wholesale distribution" predated the City of Mobile's zoning ordinance. Since zoning district appears to have stayed the same, but with the addition of new zoning districts, the chart of permitted uses has changed to the point that "wholesale distribution" is no longer allowed by right in the current zoning district, but it is allowed by right in B-5. We have not researched the entire history of the City of Mobile's zoning code to see how the chart of uses has changed over the years.

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

The proposed rezoning and subsequent redevelopment of this site represents a significant economic investment along the Halls Mills Road corridor. This investment will stabilize the existing built environment, encourage additional investment and overall improve the area. If the rezoning is approved, and the property is purchased, the new owners intend to rehabilitate the site, which currently suffers from years of deferred maintenance, the accumulation of discarded commercial and industrial materials, and general neglect. Under the current zoning it would be impractical to buy the site and make a similar level of investment. Without a rezoning, it is most likely that the site would continue to only be leased to secondary business

interest on short-term leases with minimal, if any, capital investment. By rezoning the site and facilitating redevelopment and investment, the site and a visible corridor along Halls Mill Road will be improved. Thus the rezoning would certainly advance the general welfare of the community and align with the broader goals of neighborhood reinvestment.

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

This site has been used as a “wholesale distribution” site since before the City zoned this area, and the property still has some “wholesale distribution” activity for fruit and produce. What changed was the City’s chart of permitted uses, which no longer allows wholesale distribution by right in the current zoning district.

Further, Halls Mill Road has long served as a traditional, commercial corridor supporting locally-owned businesses. In recent years, however, the area has transitioned to a broader slate of commercial uses, with increasing small-scale industrial development and growing regional investment. Its strategic location near Highway 90, downtown Mobile and the interstates -- makes it an attractive location for distributors, supply houses, and light industrial uses. This increased demand is mainly fueled by the growth in Port of Mobile which has greatly increased the demand for logistical facilities to help move cargo in and out of the Port.

Finally, there is a need for more commercial sites with the physical area to serve a regional market, as this site did for almost fifty years. A rezoning is necessary to support this evolution and to allow this property to be used as such a site.

B. SITE AND NEIGHBORHOOD COMPATIBILITY

The Halls Mill Road corridor is a mixed-use corridor experiencing some level of transition. In this immediate area, the lots fronting on Halls Mill Road are all either B-3 or B-5. The corridor is changing from a local, small business corridor to small-scale industrial uses and commercial warehousing and/or supply houses associated with regional industries. The smaller lots are still suitable for B-3, but larger parcels, like the subject property and the property adjacent to it, are most suitable for B-5.

Historically, this site served as a commercial warehousing and supply site for regional and local farmers. In this manner, the proposed rezoning to continue to allow wholesale distribution is compatible with both the changing conditions the corridor is experiencing and with the historical use of the site. A rezoning, therefore, allows the historical use of the property to continue and permits additional revitalization and reinvestment in the infrastructure and buildings located at the site.

EXHIBIT "A"

The Land is described as follows:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

PARCEL A

To find the point of beginning, begin at the Northwest corner of Section 32, Township 4 South, Range 1 West, and run East along the North line of said Section 32, 2573 feet to a point; thence run South along a line at right angles to the North line of said Section 32, 847.1 feet to a point on the East or Southeast line of the right of way of Halls Mill Road, which point is the Southwest corner of the property of the heirs of W. H. Rowell, and the point of beginning of the lot herein described. From the point of beginning thence run South 45 degrees, 45 minutes West along the Southeast line of Halls Mill Road 708.5 feet to a point; thence South 74 degrees East 830 feet to a point on the West right-of-way line of the Old Mobile and Bay Shore Railroad; thence Northwardly along the West right-of-way line of the Old Mobile and Bay Shore Railroad 762 feet, more or less, to a point on the South property line of the property of the heirs of W. H. Rowell; thence North 86 degrees West along the South line of said property of the heirs of W. H. Rowell (following an old ditch and fence line) 581 feet, more or less, to the point of beginning, and being part of the property conveyed by Helen R. Meaher and Augustine Meaher, Jr., to Helen R. Meaher, as Trustee under the Will of Augustine Meaher, deceased, as per map of Oliver C. Hume dated March 15, 1942.

LESS AND EXCEPT any portion of said property located in Cross Pond Subdivision, First Addition, as recorded in Map Book 78, page 26, in the Office of the Judge of Probate, Mobile County, Alabama.

PARCEL B

To find the point of beginning, begin at the Northwest corner of Section 32, Township 4 South, Range 1 West, and run East along the North line of said Section 32, 2573 feet to a point; thence run South along a line at right angles to the North line of said Section 32, 847.1 feet to a point on the East or Southeast line of the right-of-way of Halls Mill Road, which point is the Southwest corner of the property of the heirs of W. H. Rowell; then run South 45 degrees, 45 minutes West along the Southeast line of Halls Mill Road 708.5 feet to a point which is the point of beginning. From the point of beginning run South 74 degrees East 830 feet, more or less, to a point on the West right-of-way line of the Old Mobile and Bay Shore Railroad; thence South along the West right-of-way line of the Old Mobile and Bay Shore Railroad 200 feet, more or less, to a point on the North line of property formerly of J. A. M. Farnell (now Louise Farnell); thence North 74 degrees West 921 feet to a point on the West right-of-way line of Halls Mill Road; thence Northeast along the Southeast right-of-way line of Halls Mill Road 230 feet, more or less, to the point of beginning.

PARCEL C

From a point where the Section line between Sections 29 and 32, Township 4 South, Range 1 West, intersects the Easterly right-of-way line of Halls Mill Road; thence run Southwestwardly along the Easterly right-of-way line of Halls Mill Road 1136.90 feet for the place of beginning of the lot herein described; thence continue Southwestwardly along the Easterly right-of-way line of Halls Mill Road 60 feet to the Southwest corner of property heretofore conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company, by deed dated May 8, 1950 and recorded in Deed Book 503, N.S., page 101 of the records in the Office of the Judge of Probate of Mobile County, Alabama; thence running Eastwardly along a line forming an interior

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company, or its issuing agent that may be in electronic form.

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angle with the Easterly right-of-way line of Halls Mill Road of 47 degrees, 46 minutes, 30 seconds (said line being also the South line of said property so conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company) 89.28 feet to a point; thence run Northwestwardly along a line forming an interior angle of 42 degrees, 13 minutes, 30 seconds with the line last described, 66.11 feet to the Easterly right-of-way line of Halls Mill Road and the place of beginning. All of said measurements being according to survey by Joseph W. Luquire, Jr. dated February 21, 1953, and being a part of the same property conveyed by Mobile Cold Storage and Locker Plant, Inc. to Brown's Velvet Ice Cream Company, dated May 8, 1950 and recorded as aforesaid.

LESS AND EXCEPT any portion of said property located in Cross Pond Subdivision, First Addition, as recorded in Map Book 78, page 26, in the office of the Judge of Probate, Mobile County, Alabama.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

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Form **8879-CORP**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service**E-file Authorization for Corporations**For calendar year _____, or tax year beginning 07/01/24, ending 06/30/25

For use with Form 1120 series returns.

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879CORP for the latest information.

OMB No. 1545-0123

Name of corporation

FARMERS MARKET OF MOBILE COUNTY, IN

Employer identification number

63-0239398**Part I Information (Whole dollars only)**

1 Total Income (Form 1120, line 11) _____

1

2 Total Income (Form 1120-F, Section II, line 11) _____

2

3 Total income (loss) (Form 1120-S, line 6) _____

3

4 Total income (Form 1120, line _____)

4

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's electronic income tax return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize KILGORE, BROWN & BRITTAIN, LLC to enter my PIN as my signature
ERO firm name do not enter all zeros

on the corporation's electronically filed income tax return.

☐ As an officer of the corporation, I will enter my PIN as my signature on the corporation's electronically filed income tax return.

Officer's signature

ROBERT D BROWN07/30/25PRESIDENT**Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

VANCE KILGORE

Date

07/30/25

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see Instructions.

Form **8879-CORP** (Rev. 12-2024)

Re: Sketchy Investments, LLC (ZON-UDC-003443-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Tue 8/19/2025 8:47 AM

To J. Casey Pipes <jcp@helmsinglaw.com>

Cc Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

Good morning,

Please disregard my previous email. Below is the corrected version:

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, September 3, 2025**.

Note: To date, no Neighborhood Meeting information has been provided.

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 Wednesday, August 20, 2025**, the case will be scheduled for the **September 18, 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.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Tuesday, August 19, 2025 8:37 AM

To: J. Casey Pipes <jcp@helmsinglaw.com>

Cc: Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamothe, Victoria <victoria.aamothe@cityofmobile.org>

Subject: Re: Sketchy Investments, LLC (ZON-UDC-003443-2025)

Good morning,

An invoice for the fees has been issued for the above Rezoning application. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on August 20, 2025**, the application will be placed on the **September 18, 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.

Thank You,

Logan Anderson

Principal Planner

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Monday, August 18, 2025 12:11 PM

To: J. Casey Pipes <jcp@helmsinglaw.com>

Cc: Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Subject: Sketchy Investments, LLC (ZON-UDC-003443-2025)

Good Afternoon,

We have completed our review of the above-referenced **Rezoning** application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

Owner Authorization: A signed corporate letter of authorization was submitted; however, the name of the individual who signed the letter and their affiliation with Farmers Market of Mobile County, Inc. cannot be determined. Please provide one of the following to satisfy this requirement:

- A revised authorization letter issued by Farmers Market of Mobile County, Inc. that explicitly identifies the signatory and authorizes them to act on the corporation's behalf; **or**
- Documentation verifying the name of the signatory and confirming that they are an officer or authorized agent of Farmers Market of Mobile County, Inc.

Notification Labels:

- Notification labels are missing for the following property owners:

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1625 LLC	85 N SAGE AVE	MOBILE	AL	36607
BIGGS WILLIAM H & DORIS M BIGGS	2505 KARAGAN DR	MOBILE	AL	36606
BROWN SALLY F	405 PENNINGTON CIR	MOBILE	AL	36606
BYRD EMERY ATTN RICHARD BYRD	5433 SPRING DR	MOBILE	AL	36693
CARLEY FREDERICK HUBERT SR.	2648 EDGEWATER DR	NICEVILLE	FL	32578
CLARK EMMA MYREE	2451 KARAGAN DR	MOBILE	AL	36606
CLIFFCO, LLC	10304 CELESTE RD	SARALAND	AL	36571
COLONIAL TRAILWAYS INC	520 N COURT ST	MONTGOMERY	AL	36104
GEIL JOE & TIMARA	3808 ST ANDREWS LOOP E	MOBILE	AL	36693
HARRIS JOAN LYNN AS TRUSTEE OR HER	1203 E FLORA ST	TAMPA	FL	33604
JOHNSON HOWARD B	900 W STUART DR	MOBILE	AL	36605
KARAGAN JAMES P A LIFE ESTATE	6412 WILLOW BROOK RUN E	MOBILE	AL	36608
M & A RENTALS LLC	4062 GILLNET LN	MILTON	FL	32583
M & B BUILDERS LLC	PO BOX 2947	MOBILE	AL	36652
MAIBEN ROBERT E	900 W GULF TERRA DR	MOBILE	AL	36605
MALDONADO SANTOS NOE ANARIBA & DELFINA ROSAS CHAGALA	2501 KARAGAN DR	MOBILE	AL	36606
MATHERS SHELBY LYNNE & CLAY LAVERN MATHERS	2463 KARAGAN DR	MOBILE	AL	36606
MOFFETT FRANCINE P	2460 N GULF TERRA DR	MOBILE	AL	36605
MOLLISE DANIEL LEWIS & PAME	2866 RAMADA DR W	MOBILE	AL	36693
MOULYET ANNE	4371 NELSON AVE	SARASOTA	FL	34231
O'BANNON KENNETH D &	457 CANADY CT	HAMPTON	GA	30228
PARKER DUNCAN E	2458 N GULF TERRA DR	MOBILE	AL	36605
PHILON JOSEPH & HELEN L PHILON	2452 N GULF TERRA DR	MOBILE	AL	36605
ROSS GLORIA JEAN	835 SASSE ST	CLARKSDALE	MS	38614
SANDERS FRANCES H	2467 KARAGAN DR	MOBILE	AL	36606
SCOTT TASHEKA	3911 VALLAS DR	MOBILE	AL	36605
TACON DAVID M	415 FAIRWOOD BLVD	FAIRHOPE	AL	36532
WACKER JOHN C III ATTN PHILLIP P KARAGAN	23095 PERDIDO BEACH BLVD	ORANGE BEACH	AL	36561

- Please resubmit your notification labels with this missing information.

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 and Tori have been copied on this message for assistance.

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 5:00 P.M. on August 18, 2025**, the application will be placed on the agenda for the **September 18, 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

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

Sketchy Investments, LLC (ZON-UDC-003443-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 8/18/2025 12:11 PM

To J. Casey Pipes <jcp@helmsinglaw.com>

Cc Keri Coumanis <krc@helmsinglaw.com>; Karapetyan, Marine <marine.karapetyan@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

Good Afternoon,

We have completed our review of the above-referenced **Rezoning** application. However, the following items must be addressed before the application can be deemed complete and scheduled for consideration:

Owner Authorization: A signed corporate letter of authorization was submitted; however, the name of the individual who signed the letter and their affiliation with Farmers Market of Mobile County, Inc. cannot be determined. Please provide one of the following to satisfy this requirement:

- A revised authorization letter issued by Farmers Market of Mobile County, Inc. that explicitly identifies the signatory and authorizes them to act on the corporation's behalf; **or**
- Documentation verifying the name of the signatory and confirming that they are an officer or authorized agent of Farmers Market of Mobile County, Inc.

Notification Labels:

- Notification labels are missing for the following property owners:

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
1625 LLC	85 N SAGE AVE	MOBILE	AL	36607
BIGGS WILLIAM H & DORIS M BIGGS	2505 KARAGAN DR	MOBILE	AL	36606
BROWN SALLY F	405 PENNINGTON CIR	MOBILE	AL	36606
BYRD EMERY ATTN RICHARD BYRD	5433 SPRING DR	MOBILE	AL	36693
CARLEY FREDERICK HUBERT SR.	2648 EDGEWATER DR	NICEVILLE	FL	32578
CLARK EMMA MYREE	2451 KARAGAN DR	MOBILE	AL	36606
CLIFFCO, LLC	10304 CELESTE RD	SARALAND	AL	36571
COLONIAL TRAILWAYS INC	520 N COURT ST	MONTGOMERY	AL	36104
GEIL JOE & TIMARA	3808 ST ANDREWS LOOP E	MOBILE	AL	36693
HARRIS JOAN LYNN AS TRUSTEE OR HER	1203 E FLORA ST	TAMPA	FL	33604
JOHNSON HOWARD B	900 W STUART DR	MOBILE	AL	36605
KARAGAM JAMES P A LIFE ESTATE	6412 WILLOW BROOK RUN E	MOBILE	AL	36608
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If you have any questions or need further clarification, please don't hesitate to reach out.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/23/2025

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

Rezoning

Neighborhood Meeting Date: 9/22/2025

Neighborhood Meeting Time: 5:30pm

Neighborhood Meeting Location: Community Church Ministries
2514 Hella Min Road

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

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

Applicant's Name: Keri Courmanis (agent for Sketchy Invitations)
(First Name & Last Name)

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

x Keri Co Date: 9/23/2025

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

251.751.9553

601.94

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

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Rezoning Application & Neighborhood Meeting

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Posted 9/9/25
3 of 3 signs



NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

1 of 3 signs
Posted 9/9/25

ALLAN CAMERON LEI

251.751.9553

Posted 9/9/25
3:01 PM

60

NOTICE

Rezoning Application & Neighborhood Meeting

Date: September 22, 2025 @ 5:30 PM

Location: Community Church Ministries

2514 Halls Mill Road

FOR MORE INFORMATION, please call 251-432-5521

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Po Box 1827
Mobile, AL 36633-1827

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2244 Halls Mill Rd
Mobile, AL 36606

Mulherin Custodial Home
2496 Halls Mill Rd
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1625 LLC
85 N Sage Ave
Mobile, AL 36607

DW Bates Properties LLC
651 Olive Ave
Fairhope AL 36532-2833

Chancellor Properties LLC
Po Box 505
Laurel MS 39441-0505

Gulf Coast Steel Building
C/O Farmers Market Of Mobile
12570 Henderson Camp Rd
Grand Bay AL 36541-6906

Sketchy Investments LLC
951 Us Highway 82 W Ste B
Leesburg , Ga 31763-5862

Casildo Fernandez Heliodoro
& Noemi Rosas Chagala
706 Holcombe Ave
Mobile, AL 36606-4240

HGM Holdings LLC
C/O Medlock Management
1077 N Willow Ave Ste 105
Clovis Ca 93611-4415

Thabit Haroun & Lois L
2454 Sayner Ave
Mobile AL 36605-2536

JHR Real Estate LLC
& Elizabeth A Reilly
11401 Roosevelt Blvd
Philadelphia, PA 19154-2102

Kenneth O'Bannon
657 Canady Ct.
Hampton, GA 30228-6366

William and Doris Biggs
2505 Karagan Dr.
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Sally F. Brown
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September 8, 2025

NEIGHBORHOOD MEETING NOTICE

Dear Property Owner:

We represent Sketchy Investments, LLC. Sketchy Investments is interested in purchasing the property located at 2243, 2245, 2345 and 2509 Halls Mill Road. Please see the included map (next page).

This Property is currently owned by the Farmer's Market of Mobile County. The Property is currently zoned B-3. Sketchy Investments is interested in rezoning the Property to B-5. This zoning change will allow Sketchy Investments to continue to use the Property as it is currently being used and to add some additional uses, such as outdoor storage of heavy equipment and vehicles, wholesale distribution, warehousing and storage.

The Neighborhood Meeting will provide an opportunity to discuss the rezoning proposal in more detail.

You are invited to attend meeting:

**Monday, September 22, 2025
5:30 PM
Community Church Ministries
2514 Halls Mill Road
Mobile, AL 36606**

The purpose of this meeting is to provide a forum for surrounding property owners to review the proposal and identify issues before the rezoning application is formally reviewed by the City Planning Commission. Please note this meeting will be an informational meeting on preliminary development plans. Plans may be altered.

We will attempt to answer questions which may be relevant to meeting development standards consistent with City of Mobile's Unified Development Code and the Map for Mobile.

At a later date, you will receive official notice from City concerning the Planning Commission meeting on September 18, 2025 at Government Plaza. On September 18, the Planning Commission will consider the Rezoning Request and hold a Public

Hearing. A Public Hearing is required to be held when any property is being rezoned. You may also participate in the Public Hearing by submitting written comments and/or asking to be heard.

This Neighborhood Meeting is not the same meeting as the Public Hearing.

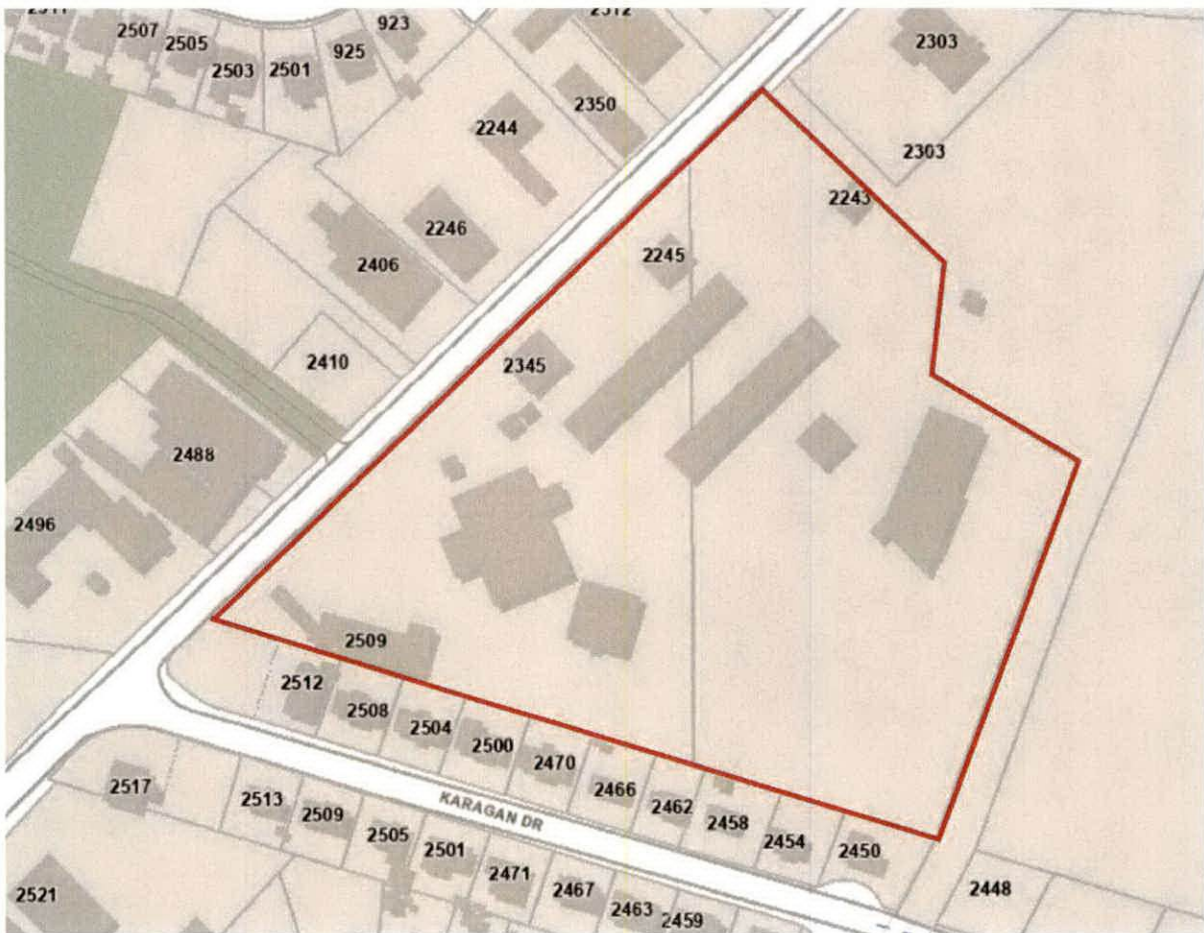
We look forward to discussing this rezoning proposal with you.

Sincerely,



Keri Coumanis

The Farmer's Market property proposed to be Rezoned from B-3 to B-5 is outlined in red:



Sketchy Investments
Sept. 22, 2025
Sign-In Sheet

[illegible]

Community Meeting Summary

Date & Time: Monday, September 22, 2025, at 5:30 PM

Location: Community Outreach Ministries
2514 Halls Mill Road

Attendance:

Three community members were present, including:

- Two representatives from an adjacent business, Colonial Trailways.
- One owner of a commercial property on Halls Mill Road

Materials Distributed:

- Map of Property; Pertinent Use Chart Information (attached)

Presentation Summary:

Casey Pipes, representative of the applicant (Sketchy Investments) provided an overview of the rezoning and subdivision request, explaining as follows:

- The site was formerly used by area farmers for distribution and warehousing.
- The subdivision is necessary to consolidate two metes and bounds parcels into a single lot of record.
- The subject property is currently under contract, pending rezoning approval.
- The applicants (Sketchy Investments) previously purchased two parcels on Halls Mill Road, formerly owned by Gulf Coast Truck and Equipment. This Property shares a northern property line with one of the parcels.
- The long-term intent is to develop the subject property, along with the adjacent parcels, for the storage and parking of automobile transporters.
- The business operations are tied to the Roll On / Roll Off Terminal at the Port, requiring staging areas near the Port for transporters.
- Acquisition of the subject property would provide potential additional ingress/egress to the overall site.

Community Questions & Responses:

Question: Will automobile transporter storage be the only intended use of the property?

Response:

- Currently, several buildings on the site are occupied by month-to-month tenants.
- Sketchy Investments intends to evaluate which buildings may be rehabilitated or retained.

- They also plan to clean up the property, similar to their previous work at the former Gulf Coast Truck site.
- There may be intermediary uses before the site is fully developed.

Question: Do they have to have B-5?

Response:

- Yes, the use meets the definition of "Heavy Duty Commercial Vehicle Parking" which is a "temporary use" allowed by right in B-5.

~~Sept. 28~~
August 25, 2025 Neighborhood Meeting
2243-2509 Halls Mill Road
Site: 12 acres +/-
Currently Zoned B-3; Adjacent to B-5 and R-1
Zoning Requested: B-5

**Potential Uses Allowed by Right
in B-5**

- Heavy Duty Commercial Vehicle Parking
- Heavy Truck/Farm Equipment/Construction Equipment Dealer
- Machinery and Equipment Rental and Leasing
- Machinery and Heavy Equipment Sales and Service
- Wholesale Distribution, Warehousing and Storage

Other Uses Allowed By Right in B-5

- Industrial Launderer
- Linen/Uniform Supply
- Media Production
- Research and Development





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Agenda Item # 11

SUB-003440-2025 & ZON-UDC-003443-2025

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:

2243, 2245, 2345, & 2509 Halls Mill Road

Subdivision Name:

Farmers Market of Mobile County Subdivision

Applicant / Agent:

Sketchy Investments, LLC / J. Casey Pipes, Helmsing Leach, P.C.

Property Owner(s):

Farmers Market of Mobile County, Inc.

Current Zoning:

B-3, Community Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Mixed Commercial Corridor

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 B-3 to B-5
 - 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 seven (7) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>11</u> DATE <u>October 16, 2025</u>
APPLICANT <u>Farmers Market of Mobile County Subdivision</u>
REQUEST <u>Subdivision, Rezoning from B-3 to B-5</u>



SITE HISTORY

The site was annexed into the corporate limits of the City of Mobile in 1945, though it had already been identified for industrial use on the City's 1934 Use District Map. With the adoption of the 1951 Zoning Ordinance, the property was zoned C-2, Community Business District, and R-1, One-Family Residence District. In 1967, the zoning was amended to B-3, Community Business District, a classification the site has retained through the adoption of the Unified Development Code, at which time it was also given the additional "Suburban" Sub-District designation.

The property consists of two (2) metes-and-bounds parcels originally developed as a regional distribution center for fresh produce and farm goods, prior to the adoption of current development regulations.

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add a signature block for the Planning Commission, Traffic Engineer, and City Engineer.
- 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:

- 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. 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.
- 3. Any existing or proposed detention facility shall be maintained as it was constructed and approved.
- 4. 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.
- 5. 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 two (2) existing metes-and-bounds parcels. The site is served by public water and sanitary sewer.

The proposed lot fronts Halls Mill Road, a Minor Arterial Street with a required 70-foot-wide right-of-way at this location. The preliminary plat depicts an existing 50-foot-wide right-of-way with an additional 10 feet proposed for dedication, providing a total of 35 feet from the centerline of Halls Mill Road. Accordingly, no further dedication should be required.

The lot exceeds the minimum size and area requirements for parcels served by public water and sanitary sewer within the site's existing and proposed zoning classifications. This information is properly labeled in both square feet and acres on the preliminary plat, in accordance with Section 5.A.2(e)(4) of the Subdivision Regulations and should be retained on the Final Plat if approved.

The lot also exceeds the minimum width requirement for non-residential lots, as specified in Section 6.C.2(b)(4) of the Subdivision Regulations.

A 25-foot front yard setback is not illustrated along Halls Mill Road, as required by Section 6.C.8 of the Subdivision Regulations and the dimensional standards of Article 2 of the Unified Development Code (UDC) for the site's existing and proposed zoning classifications. Therefore, if approved, the required 25-foot front yard setback should be illustrated along Halls Mill Road, adjusted to reflect the proposed dedication.

It should be noted that the additional right-of-way dedication will cause two (2) existing structures to encroach into the required 25-foot front yard setback, creating a nonconforming condition. Future development or redevelopment of the site may require full compliance with the applicable development standards of Article 3 of the UDC, including setback requirements. Alternatively, the applicant may seek a Front Yard Setback Variance from the Board of Zoning Adjustment to allow a reduced setback at that time.

Rezoning

The applicant requests rezoning of the lot resulting from the proposed subdivision from B-3, Community Business Suburban District, to B-5, Office Distribution District, to allow continued use and reinvestment in a 12±-acre site historically operated as the Mobile County Farmers Market, a regional hub for produce distribution and warehousing.

Additional details and the full application are available through the link provided on Page 1 of this report.

The site is bordered by properties zoned B-3, Community Business Suburban District, to the north and west; B-5, Office Distribution District, to the east; and R-2, Two-Family Residential Suburban District, to the south.

Surrounding land uses along this segment of Halls Mill Road include a mix of small- and large-scale warehousing and distribution facilities, wholesale establishments, retail stores, offices, a religious facility, a nursing home, and single- and two-family residences.

The Unified Development Code (UDC) and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the UDC can undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

- Consistency with the Comprehensive Plan
- Existence of a mistake or error in the original zoning map
- Compatibility with the surrounding neighborhood
- Promotion of public health, safety, and welfare
- Capacity of infrastructure to support the proposed zoning
- Presence of changed or changing conditions justifying the amendment

In support of the request, the applicant notes that the property—now underutilized and containing aging warehouse structures—is contiguous to land rezoned to B-5 under the same ownership in 2023. Rezoning would allow unified operation of both sites for warehousing, distribution, storage, and heavy vehicle/equipment storage,

consistent with the property's historic function and evolving conditions along Halls Mill Road. The request is also stated to align with the *Map for Mobile* Future Land Use designation of Mixed Commercial Corridor and with citywide goals promoting strategic infill, redevelopment of underutilized property, job creation, and economic development in underserved areas.

According to the Future Land Use Map, the site lies within a Mixed Commercial Corridor. While the Future Land Use Plan emphasizes office and commercial activity, it acknowledges the presence of existing commercial development along major transportation corridors. Given the historical and proposed use of the property for warehousing and distribution, and the prevalence of similar uses along this segment of Halls Mill Road, the proposal may merit consideration. The applicant also suggests that the request may correct a possible error in the original zoning designation by better aligning the property's zoning with its long-standing use.

It should be noted that rezoning of the adjoining property to B-5 was recommended by the Planning Commission in November 2023 and subsequently adopted by the City Council in January 2024. This action further supports the current request by reflecting changing conditions in the surrounding neighborhood.

A survey illustrating all existing site improvements was submitted in lieu of a site plan. While rezoning requests are not site-plan specific, it is unclear whether the existing development complies with current development standards. As such, if the rezoning is approved, any future development or redevelopment of the property may be required to achieve full compliance with the applicable provisions 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, a waiver of Section 6.C.7. of the Subdivision Regulations (for double frontage) will be required and the following conditions could apply:

1. Retention of the proposed dedication, providing 35 feet to the centerline of Halls Mill Road, on the Final Plat;
2. Retention of the lot's size in both square feet and acres on the Final Plat, adjusted for any required dedication;
3. Revision of the Final Plat to illustrate a 25-foot front yard setback along Halls Mill Road, adjusted to reflect the required dedication, in compliance with Section 5.A.2(f) of the Subdivision Regulations and Article 2 of the Unified Development Code;
4. Compliance with all Engineering comments noted in this staff report;
5. Compliance with all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

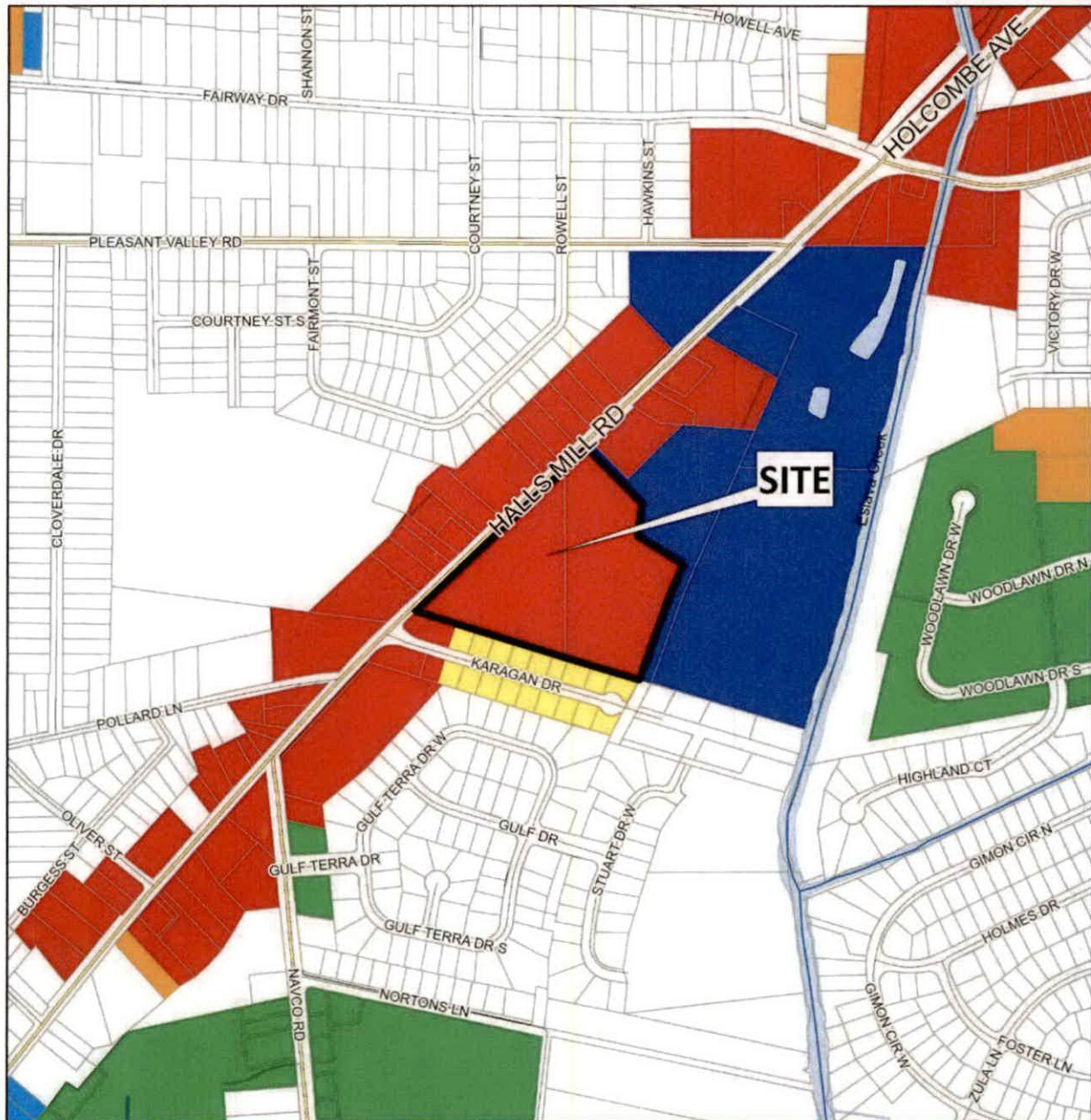
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



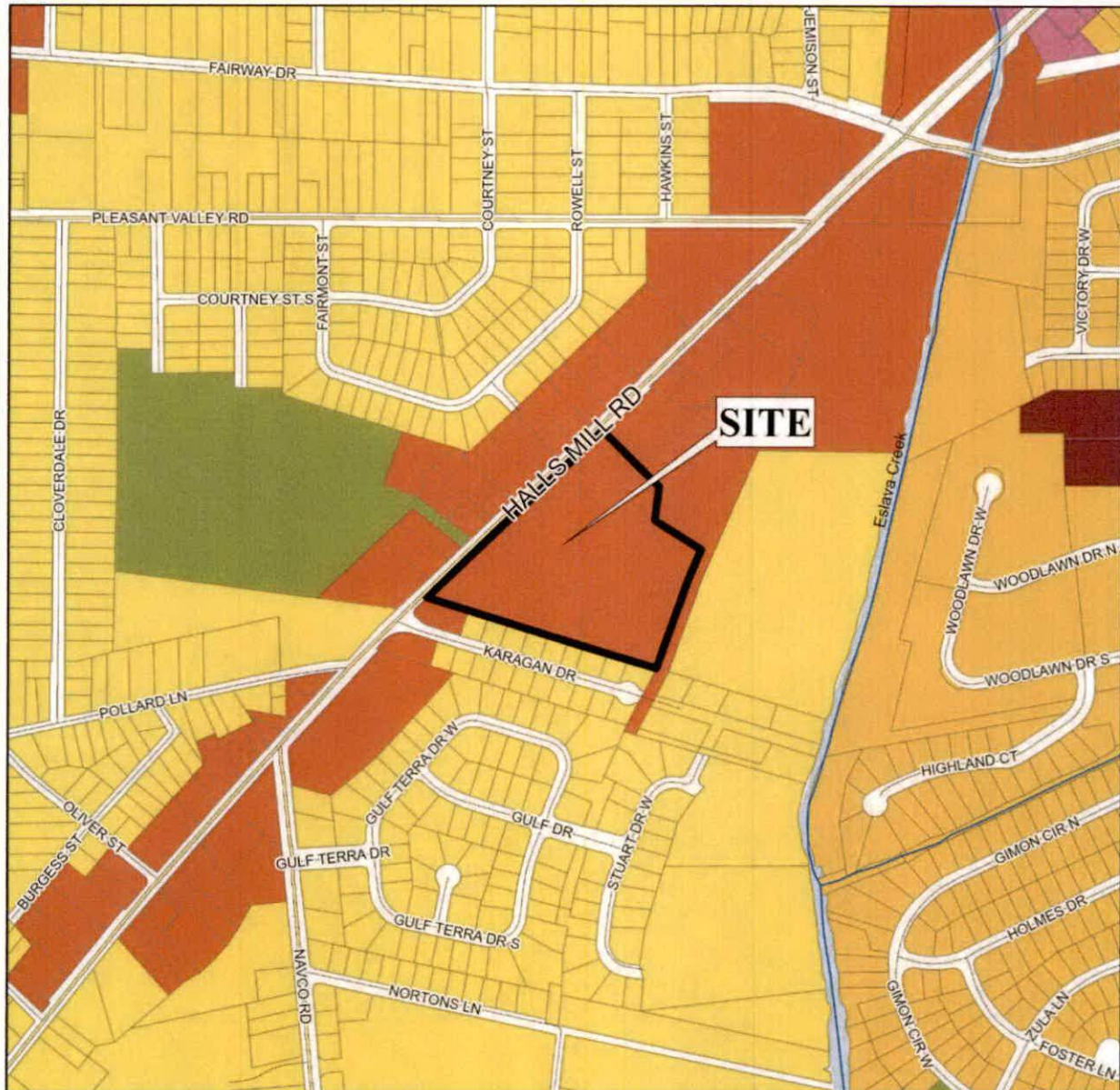
APPLICATION NUMBER 11 DATE October 16, 2025

APPLICANT Farmers Market of Mobile County Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE October 16, 2025

APPLICANT Farmers Market of Mobile County Subdivision

REQUEST Subdivision, Rezoning from B-3 to B-5

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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 | |



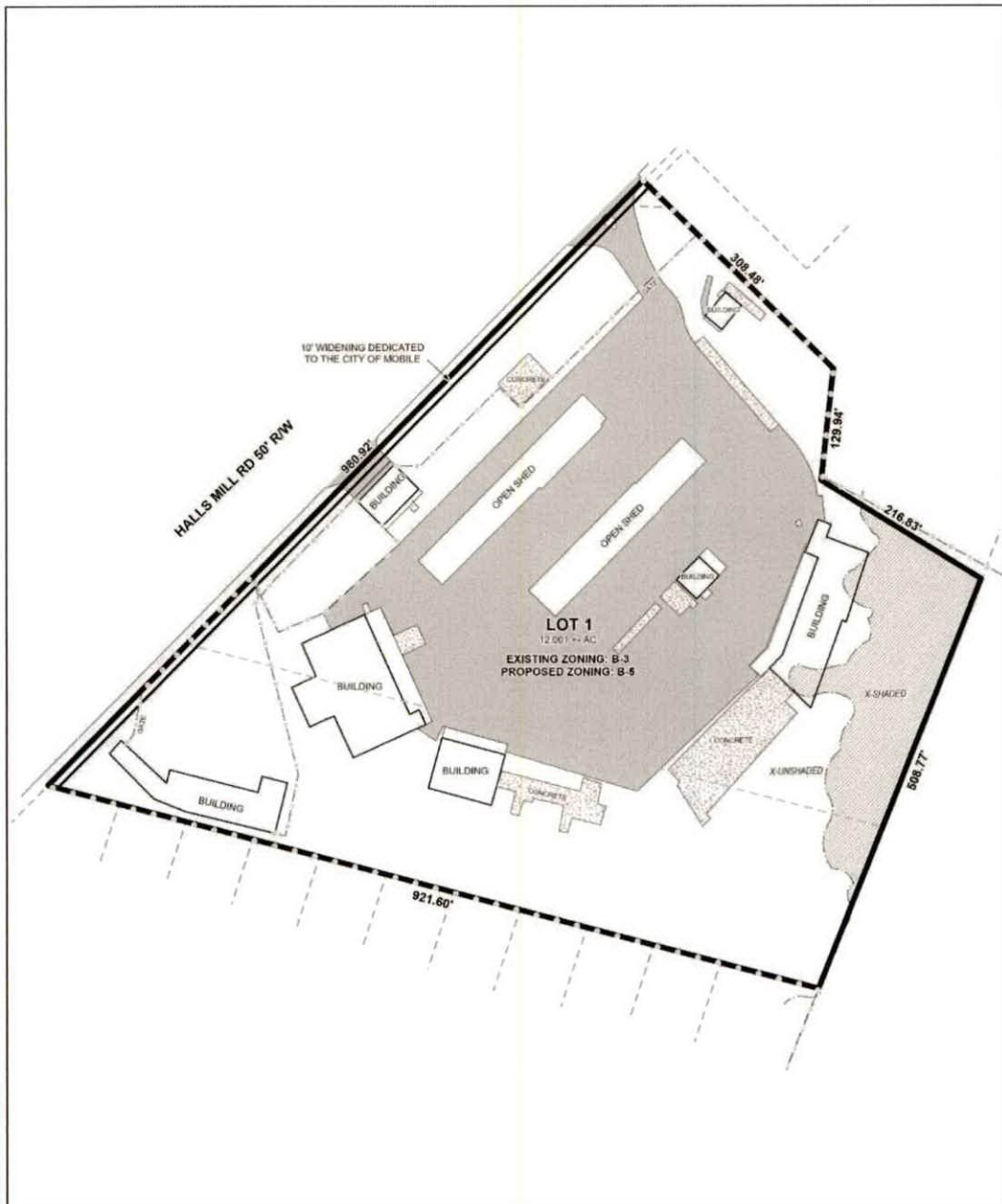
NTS

[illegible]

APPLICATION NUMBER 11 DATE October 16, 2025
 APPLICANT Farmers Market of Mobile County Subdivision
 REQUEST Subdivision, Rezoning from B-3 to B-5

N
NTS

SITE PLAN



The site plan illustrates proposed zoning, existing buildings, fencing and drives.

APPLICATION NUMBER	11	DATE	October 16, 2025
APPLICANT	Farmers Market of Mobile County Subdivision		
REQUEST	Subdivision, Rezoning from B-3 to B-5		

N

NTS

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

[illegible]

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- › New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- › Commercial
- › Office

Secondary Uses

- › Residential, Multifamily
- › Residential, Attached
- › Civic
- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION CALLING FOR PUBLIC HEARING

Sponsored by: Mayor William S. Stimpson

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX
A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE,
CHAPTER 64 OF THE MOBILE CITY CODE, 2022**

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, December 2, 2025**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, adopted July 12, 2022 by the City Council. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Wednesday, November 26, 2025**.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
 - Section 1. General Provisions
 - Section 2. Administrative Procedures
 - Section 3. Zoning Sub-Districts
 - Section 4. Use Regulations
 - Section 5. Development Standards
 - Section 6. Frontage Standards
 - Section 7. Building Design and Material Standards
 - Section 8. Nonconformities
 - Section 9. Definitions and Rules of Construction

The proposed amendments can be viewed on the City of Mobile's website at <https://mapformobile.org/udc/>.

A copy of the proposed amendments is available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Publish: Three Consecutive Weeks in LEGAL section in standard form; and also one time in regular section [DISPLAY AD] in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.

**AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN
DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN APPENDIX
A OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE
MOBILE CITY CODE**

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA, that the “DDD Code” set forth in Appendix A of the Unified Development Code,
Chapter 64, adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022) be,
and the same hereby is, amended so that it now reads in full as set forth in the attached.

The amendment of Appendix A, the DDD Code set forth in the Unified Development
Code, Chapter 64, shall be effective upon adoption and publication as required by law.

APPROVED:

CITY CLERK

Appendix A Unified Development Code

Contents

Section 1.	General Provisions	1
Section 2.	Administrative Procedures	2
Section 3.	Zoning Sub-Districts.....	9
Section 4.	Use Regulations	27
Section 5.	Development Standards	30
Section 6.	Frontage Standards	41
Section 7.	Building Design and Material Standards	64
Section 8.	Nonconformities	68
Section 9.	Definitions and Rules of Construction	70

Appendix A Downtown Development District

Section 1. General Provisions

A. Purpose

The purpose of this section is to establish the regulations for the Downtown Development District (DDD) that is identified on the city's zoning map. In particular, the purpose of this section, which may be referred to as the "DDD code," is to:

1. Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;
2. Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;
3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences; and
4. Build on the work of the city's historic development commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

B. Authority

The DDD code is adopted by the City Council under authority of Alabama Code §§ 11-52-70 – 11-52-84. The original version of the DDD code was adopted by the City Council on May 13, 2014.

C. Applicability

1. The provisions of this Appendix A shall constitute the complete zoning code for the DDD. Where the DDD code is in conflict with engineering ordinances, with the exception of the stormwater management and flood control ordinance, the

Section 2 Administrative Procedures

Section 1.D. Relationship to UDC

DDD code shall govern. Where the DDD code is silent on engineering issues, engineering ordinances shall govern. Where the DDD code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD code shall govern.

2. The DDD code applies to all properties located within the DDD as depicted on the zoning map.

D. Relationship to UDC

1. The noise regulations in Section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in Section 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.
2. Terms used throughout the DDD code shall be interpreted in accordance with the definitions in o, and definitions in the UDC. The definitions in o shall take precedence over other definitions in the UDC. Other terms shall be interpreted using their common meaning.

Section 2. Administrative Procedures

A. Administration

The director is responsible for the administration of the plan review process established in this section. The director shall consult with other city staff and agencies as needed to ensure thorough review of plans, and may delegate any of the responsibilities assigned to the director to other professional staff in the planning and zoning department.

B. Specific Application Procedures

This section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

1. *Plan Review*

(a) *Predevelopment Meeting*

Prior to the submission of an application, an applicant shall contact planning and zoning to schedule a predevelopment meeting. The Director shall determine if a predevelopment meeting is necessary in light of the scope of the proposed development and its context. The applicant, the applicant's design professionals, the associated city departments, and the director shall attend the predevelopment meeting.

(b) *Application Submission*

- (1) A completed application shall include two types of documents that are submitted together: site plan and building design documents (note that the building design documents required for review in accordance with the DDD code do not include construction documents required for building permit review).
- (2) Building design documents and site plans shall be sealed by a licensed design professional, except that a site plan for a single-family, detached dwelling less than three stories in height is not required to be sealed.
- (3) Site plans shall demonstrate compliance with the following sections of the DDD code:
 - a. Section 4, Use Regulations;
 - b. Section 3, Zoning Sub-Districts;
 - c. Section 5, Development Standards;
 - d. Section 6, Frontage Standards; and
 - e. Section 8, Nonconformities.
- (4) Building design documents shall demonstrate compliance with the following sections of the DDD code:
 - a. Standards relating to maximum permitted height in Section 3.B, Transect Sub-Districts and Section 9.A, Building Height;
 - b. Section 5.D, Signs; and

Section 2 Administrative Procedures
Section 2.B. Specific Application Procedures

c. Section 7, Building Design and Material Standards.

(c) *Administrative Review*

- (1) The director shall review the application, receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable, and based on the review and recommendations determine whether the application complies with the standards in the DDD code.
- (2) If the director determines that the application complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may seek additional approvals, such as from the Architectural Review Board (ARB), and seek permitting of the project with the city, as appropriate.
- (3) If the director determines that the application does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the standards in the DDD code to which the applications does not comply, in accordance with subsection 6 below.

(d) *Architectural Review Board Review and Decision (Optional)*

For applications involving property in a historic district, following initial review by the director, the application shall be submitted to the Architectural Review Board (ARB) for consideration of a certificate of appropriateness in accordance with Section 44-77 of the City Code. If ARB requires changes to the application as a condition of issuance of a certificate of appropriateness, the application shall be resubmitted to the director for further review in accordance with subsection (c) above.

(e) *Re-Review Following Permitting*

- (1) Following permitting, the director shall review any changes made to the project that may impact the project's compliance with the standards in

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

the DDD code and receive recommendations from other relevant staff such as the city engineer or historic development staff, as applicable.

- (2) Based on the review and recommendations, if the director determines that the application as modified following permitting complies with the terms of the DDD code, the director shall notify the applicant, and the applicant may continue with the project.
- (3) Based on the director's review and recommendations, if the director determines that the application as modified following permitting does not comply with the standards in the DDD code, the director shall advise the applicant of the aspects of the application that do not comply with standards in the DDD code. The applicant may resubmit plans with revisions or may apply to the Board of Adjustment for a variance with respect to the applicable standards, in accordance with subsection 6 below.

2. *Regulating Plan Amendment*

An application may be submitted for an update to the regulating plan in accordance with Chapter 64, Articles 5 and 10, and the following:

(a) *Allowable Plan and Text Amendments*

The following updates to the regulating plan and text of the DDD code are permitted:

- (1) By a property owner or an authorized agent of the property owner, an application to update land in a sub-district to a different transect sub-district, as follows:
 - a. From the T-3 sub-district to the T-4 sub-district if the land sought to be updated is adjacent to land in the T-4 sub-district.
 - b. From the T-4 sub-district to the T-5.1 sub-district if the land sought to be updated is adjacent to land in the T-5.1 sub-district
 - c. From the T-5.1 sub-district to the T-5.2 sub-district if the land sought to be updated is adjacent to land in the T-5.2 sub-district.

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

- d. From the T-5.2 sub-district to the T-6 sub-district if the land sought to be updated is adjacent to land in the T-6 sub-district.
 - e. From the SD-WH sub-district to an adjacent sub-district.
 - f. To assemble multiple properties in single ownership into one sub-district.
- (2) By a property owner or an authorized agent of the property owner, an application to establish a new special sub-district and/or establish the special sub-district to land in the DDD.
 - (3) By a property owner or an authorized agent of the property owner, an application to assign land in the SD district to a transect sub-district or sub-districts and assign associated development standards.
 - (4) By the city council on its own initiative, an application to update the text of the DDD code or the zoning map.

3. *Demolition*

A permit is required for the complete demolition of property within the DDD, in accordance with the following:

(a) *Application*

An application shall be submitted that includes the following:

- (1) The date the owner acquired the property, purchase price and condition on date of acquisition;
- (2) If and when the structure has been cited or received a notice of violation of the City Code;
- (3) Documentation whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

Section 2 Administrative Procedures

Section 2.B. Specific Application Procedures

- (4) Whether the property has been listed for sale, prices asked, and offers received, if any;
- (5) Redevelopment plans for the property in question, the amounts expended upon such plans, and the dates of such expenditures;
- (6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;
- (7) Any such other information as may reasonably be required by the department.

(b) *Review and Decision*

- (1) The director shall review the application and make a decision on the application based on the following criteria:
 - a. Whether the applicant produces substantial evidence that demonstrates that the structure is beyond repair and structurally unsound;
 - b. Whether the demolition will impair the unique character of the DDD;
 - c. Whether there are redevelopment plans for the site;
 - d. Whether the redevelopment plans conform to the DDD code;
 - e. Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(c) *Appeal*

An applicant that is denied a demolition permit by the director may file an administrative appeal to the Board of Adjustment in accordance with Chapter 64, Articles 5 and 10, and the following:

Section 2 Administrative Procedures
Section 2.B. Specific Application Procedures

- (1) The appeal application shall include an affidavit by a property owner or an authorized agent of the property owner that states:
 - a. Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.
 - b. Whether there are definite plans for reuse of the property if the proposed demolition is carried out.
- (2) The Board of Adjustment may approve a demolition permit if it determines that:
 - a. The structure is a hazard to the public health and safety due to its condition; or
 - b. The enforcement of the DDD code presents an unreasonable economic hardship on the owner, in accordance with the following:
 1. An exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.
 2. The Board of Adjustment shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.
 3. The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. *Conditional Use Permit*

Prior to commencing a use that is listed as requiring a Conditional Use Permit in Table 4.1: Use Table, the applicant shall apply for and obtain a Conditional Use Permit in accordance with Section 64-5-6 of the UDC.

Section 3 Zoning Sub-Districts
Section 3.A. Zoning Sub-Districts Established

5. *Special Exception*

Prior to commencing a use that is listed as requiring a special exception in Table 4.1: Use Table, the applicant shall apply for and obtain a special exception permit in accordance with Section 64-5-11 of the UDC.

6. *Variance*

- (a) Prior to seeking permitting for a plan that the director determines does not comply with the standards of the DDD code during plan review in subsection 1(c) above, or for any other variance from the requirements of this UDC, the applicant shall apply for a variance in accordance with Section 64-5-10 of the UDC.
- (b) If the Board of Adjustment approves a variance for all areas of the plan review that the director determined did not comply with the DDD code in accordance with subsection 1(c) above, the applicant may move forward with permitting, subject to any conditions requiring review by the director included as part of the Board of Adjustment's decision.

Section 3. Zoning Sub-Districts

A. Zoning Sub-Districts Established

- 1. The zoning sub-districts in Table 64-15-3.1: Zoning Sub-Districts Established are hereby established:

Table 64-15-3.1: Zoning Sub-Districts Established	
District	Name
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal	Municipal district
Open	Open space district
SD-WH	SD-WH: Special District – Warehouse

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

2. No other districts, including planned developments, may be applied to land in the Downtown FLUM category in the comprehensive plan except for special districts established in accordance with this Appendix.
3. All district and sub-district boundaries shall be interpreted to be mapped along street centerlines, and rear and side property lines.
4. Multiple properties in more than one transect sub-district that are proposed to be assembled into a single property may not be developed until a regulating plan amendment and a lot recombination, as applicable, is approved to assign the properties to a single transect sub-district.

B. Transect Sub-Districts

1. *General Standards for Transect Sub-Districts*

The following standards apply to development in all transit sub-districts:

- (a) The primary frontage shall be:
 - (1) If a property abuts one street, the street that the property abuts;
 - (2) If a property abuts more than one street, and one of those streets is an A street, the A street; or
 - (3) If a property abuts more than one street, and none of those streets is an A street, a street-facing frontage chosen by the applicant.
- (b) Building height may be increased to match structures on contiguous lots within the same transect subdistrict.
- (c) The maximum lot width standards shall not apply to lots that exceeded the lot width for the sub-district and that existed as of May 13, 2014.
- (d) On a site with multiple buildings, a principal building shall be designated.
- (e) Each floor in a building shall comply with the standards in Table 9.1:
Building Floor Height.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

2. *T-6: Mixed-Use High Intensity Transect Sub-District*

(a) *Generally*

The T-6 sub-district regulations are designed to support mixed-use development at the highest intensity in the DDD, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-6 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.2: T-6 Dimensional and Intensity Standards.

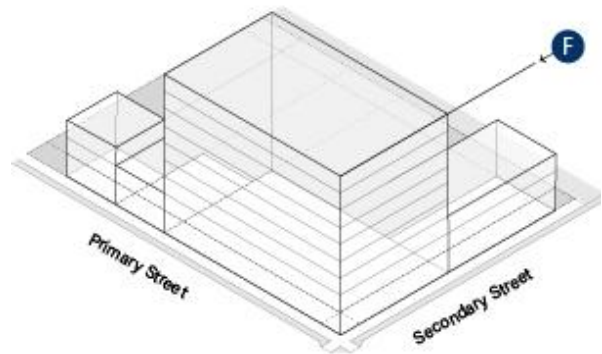
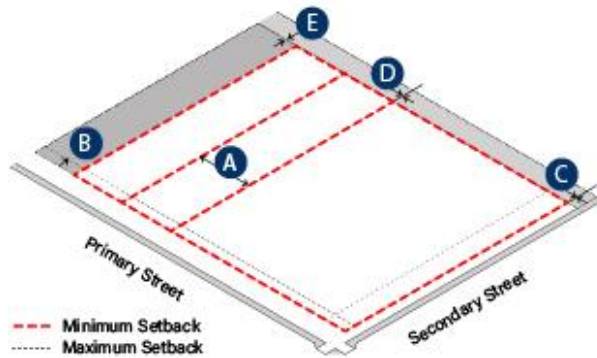
(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.2: T-6 Dimensional and Intensity Standards



Site features

Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 No maximum [1]
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum

Setback, primary buildings

Primary frontage (ft), min max	B	0 10 [2] [3]
Secondary frontage (ft), min max	C	0 12 [3]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum

Setback, outbuildings

Primary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Secondary frontage (ft)		To rear of the facade at ground floor, unrestricted upper stories
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form

Height, max	F	No maximum
-------------	---	------------

Frontage Types ● = Permitted

Lawn	
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●
Shopfront	●

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

- [1] The maximum height of outbuildings shall not exceed the height of the principal building.
 [2] The setback may match the setback of an adjacent building along the same street frontage.
 [3] The maximum setback may be increased by 12 feet along Government Street.

3. *T-5.2: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-high intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.2 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations

(e) *Dimensional and Intensity Standards*

See Table 3.3: T-5.2 Dimensional and Intensity Standards.

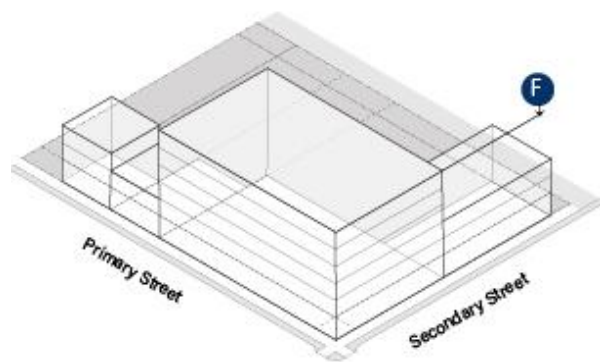
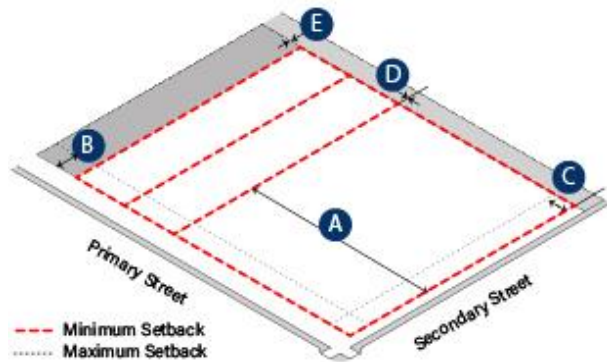
(f) *Additional Standards*

Commercial uses that do not have a shopfront frontage (see Section 6.M, Shopfront Frontage Type) shall have transparent windows covering a minimum of 30 percent of the surface between two and 12 feet above the abutting sidewalk.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.3: T-5.2 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min max	B	0 5 [2]
Secondary frontage (ft), min max	C	0 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

- [1] The maximum height of outbuildings shall not exceed the height of the principal building.
- [2] The maximum parking structure height is 80 feet for parking structures that front the west side of Claiborne Street between Civic Center Drive and Canal Street, and 60 feet elsewhere.
- [3] The setback may match the setback of an adjacent building along the same street frontage, and the maximum setback may be extended an additional 12 feet along Government St.

Building Form		
Height, max	F	3 stories [1]
Fronting Bienville Square		8 stories [1]
Fronting west side of Claiborne St. between Civic Center Dr. and Canal St		16 stories [1]
Parking structure		60 feet [2]

Frontage Types	● = Permitted	
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	

Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

4. *T-5.1: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-5.2 sub-district regulations are designed to support mixed-use development at medium-low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-5.1 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

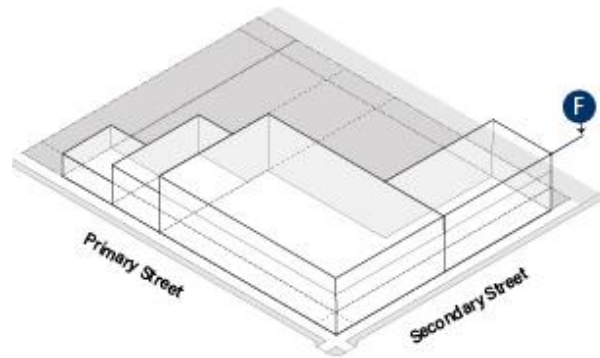
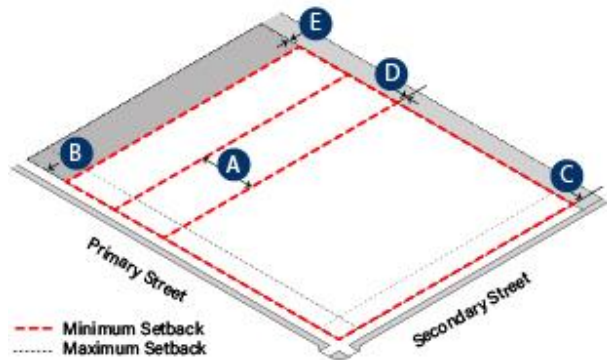
(e) *Dimensional and Intensity Standards*

See Table 3.4: T-5.1 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.4: T-5.1 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	14 180
Building per lot, max		No maximum
Building coverage (% of site), max		No maximum
Setback, primary buildings		
Primary frontage (ft), min max	B	0 12 [2]
Secondary frontage (ft), min max	C	0 12 [2]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Building Form		
Height, max	F	3 stories [1]
Parking structure		34 feet
Frontage Types ● = Permitted		
Lawn		
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt		
Gallery	●	
Shopfront	●	
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

5. *T-4: Mixed Use Medium Intensity Transect*

(a) *Generally*

The T-4 sub-district regulations are designed to support mixed-use development at low intensity, with a walkable urban form and a mixture of residential and commercial uses.

(b) *FLUM Applicability*

T-4 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

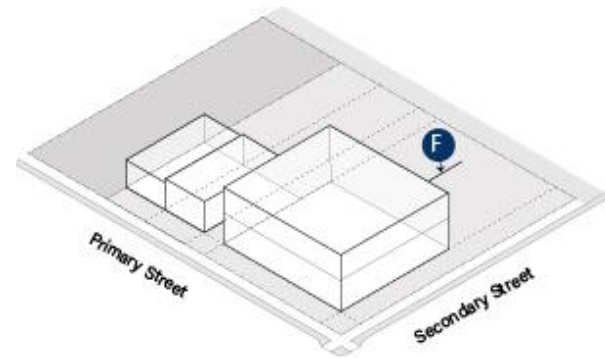
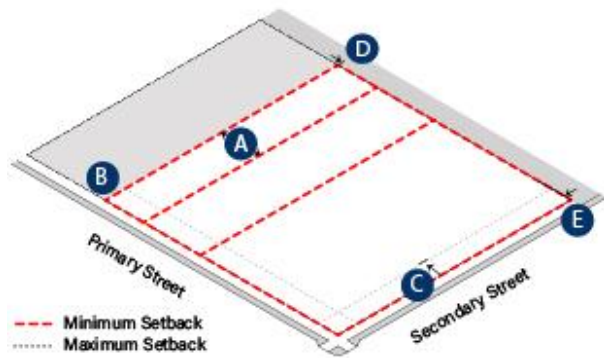
(e) *Dimensional and Intensity Standards*

See Table 3.5: T-4 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.5: T-4 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	18 120
Building per lot, max		3
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min max	B	0 12 [1]
Secondary frontage (ft), min max	C	0 12 [1]
Side (ft), min	D	No minimum
Rear (ft), min	E	No minimum
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum
Building Form		
Height, max	F	2 stories [1]
Frontage Types		● = Permitted
Lawn		●
Terrace		●
Stoop		●
Common Entry		●
Pedestrian forecourt		
Vehicular forecourt		
Gallery		
Shopfront		●
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

6. *T-3: Low Density Residential Transect*

(a) *Generally*

The T-3 sub-district regulations are designed to support residential development at low intensity with good pedestrian access to surrounding properties.

(b) *FLUM Applicability*

T-3 subdistricts may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

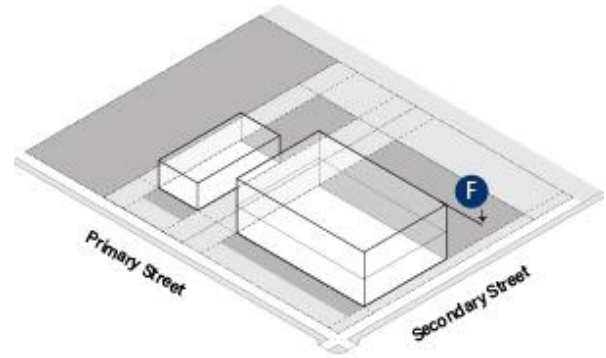
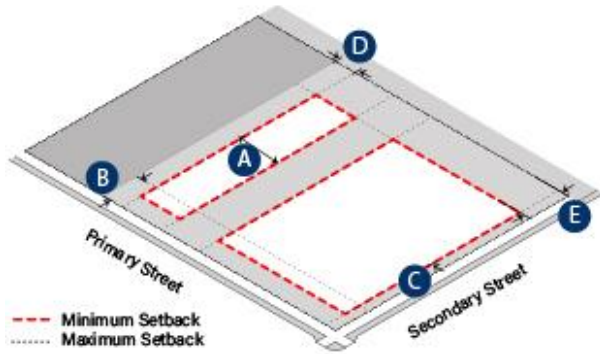
(e) *Dimensional and Intensity Standards*

See Table 3.6: T-3 Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.B. Transect Sub-Districts

Table 3.6: T-3 Dimensional and Intensity Standards



Site features		
Lot area (sf), min		No minimum
Lot width (ft), min max	A	40 120
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		30 120
Building per lot, max		2
Building coverage (% of site), max		75
Setback, primary buildings		
Primary frontage (ft), min max	B	10 18 [1] [2]
Secondary frontage (ft), min max	C	5 No maximum [2]
Side (ft), min	D	10 [1] [2]
Rear (ft), min	E	20 [1]
Setback, outbuildings		
Primary frontage (ft), min		To rear of the facade
Secondary frontage (ft), min		To rear of the facade
Side (ft), min		No minimum
Rear (ft), min		No minimum

Building Form		
Height, max	F	2 stories [1]
Along the east side of Lawrence St. between Civic Center Dr. and Canal St		3 stories [1]
Frontage Types	● = Permitted	
Lawn	●	
Terrace	●	
Stoop		
Common Entry		
Pedestrian forecourt		
Vehicular forecourt		
Gallery		
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

[1] The maximum height of outbuildings shall not exceed the height of the principal building.

[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

C. Other Sub-Districts

1. *Municipal Sub-District*

(a) *Generally*

The Municipal sub-district regulations are designed to support public buildings, museums, and public open space such as plazas or parks.

(b) *FLUM Applicability*

The Municipal sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

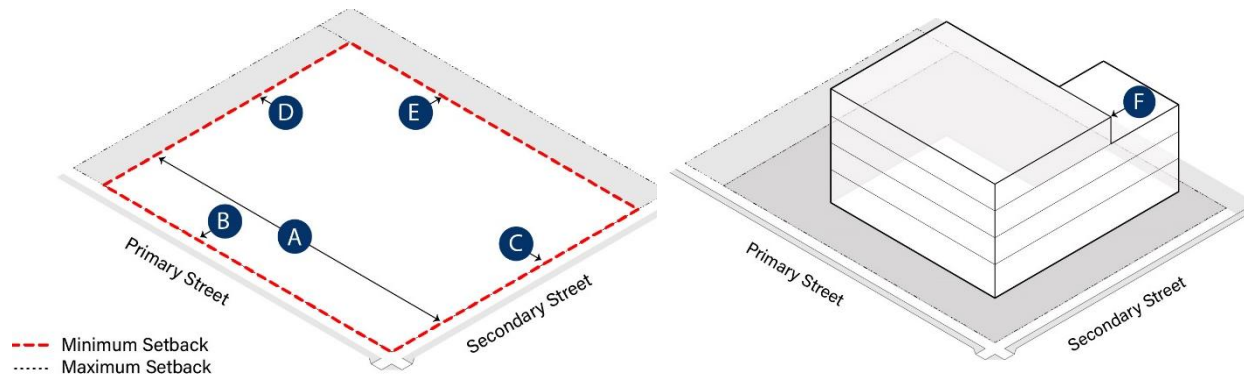
(e) *Dimensional and Intensity Standards*

See Table 3.7: Municipal District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.7: Municipal District Dimensional and Intensity Standards



Site features		
Lot area (sf), min		None
Lot width (ft), min max	A	None
Building per lot, max		None
Building coverage (% of site), max		None
Setback, primary buildings		
Primary frontage (ft), min max	B	None
Secondary frontage (ft), min max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None
Setback, outbuildings		
Primary frontage (ft), min		None
Secondary frontage (ft), min		None
Side (ft), min		None
Rear (ft), min		None

Building Form		
Height, max	F	4 stories
Parking structure		60 feet
Frontage Types ● = Permitted		
Lawn	●	
Terrace	●	
Stoop	●	
Common Entry	●	
Pedestrian forecourt	●	
Vehicular forecourt	●	
Gallery	●	
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

2. *Open Sub-District*

(a) *Generally*

The Open sub-district regulations are designed to support public open space such as plazas or parks.

(b) *FLUM Applicability*

The Open sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

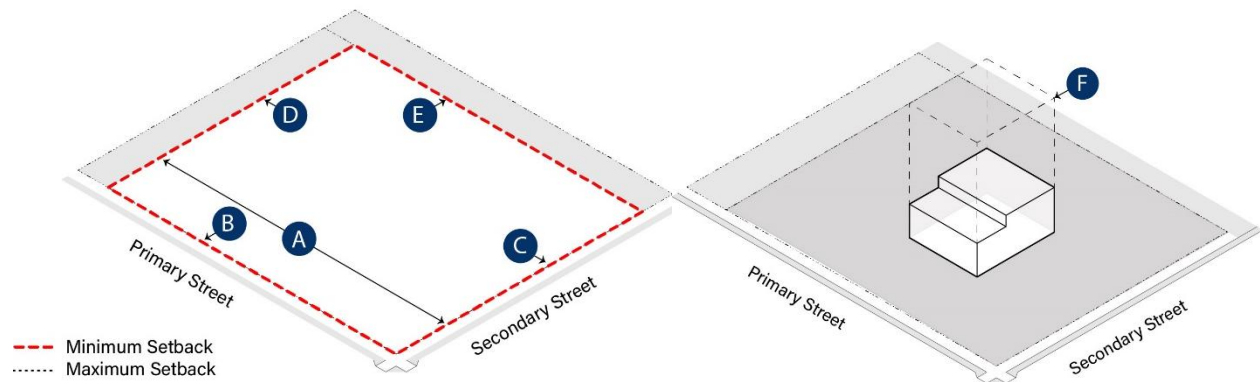
(e) *Dimensional and Intensity Standards*

See Table 3.8: Open District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.8: Open District Dimensional and Intensity Standards



Site features

Lot area (sf), min	None
Lot width (ft), min max	A None
Building per lot, max	None
Building coverage (% of site), max	No max

Setback, primary buildings

Primary frontage (ft), min max	B None
Secondary frontage (ft), min max	C None
Side (ft), min	D None
Rear (ft), min	E None

Setback, outbuildings

Primary frontage (ft), min	None
Secondary frontage (ft), min	None
Side (ft), min	None
Rear (ft), min	None

Building Form

Height, max	F 4 stories
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Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	●

Transparency

Minimum Required Transparency Location

All building facades facing the street	20%	Per floor
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Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

3. *SD-WH Sub-District*

(a) *Generally*

The SD-WH sub-district regulations are designed to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing, and buildings of similar characteristics

(b) *FLUM Applicability*

The SD-WH sub-district may be considered for location within the Downtown FLUM category.

(c) *Overlay Applicability*

Not applicable

(d) *Permitted Uses*

See Table 4.1: Use Table, in Section 4, Use Regulations.

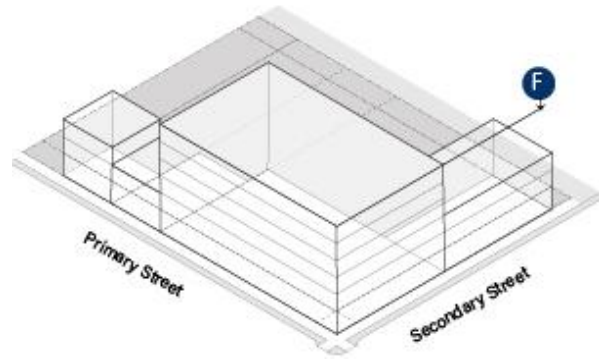
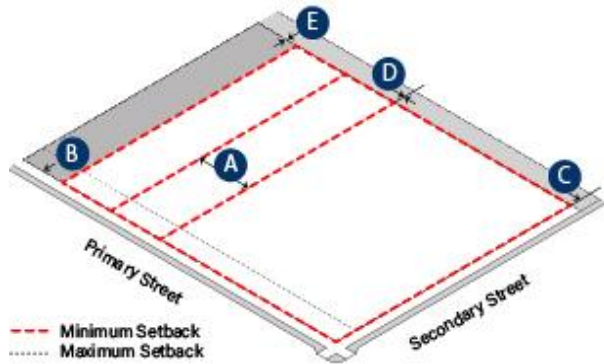
(e) *Dimensional and Intensity Standards*

See Table 3.9: SD-WH District Dimensional and Intensity Standards.

Section 3 Zoning Sub-Districts

Section 3.C. Other Sub-Districts

Table 3.9: SD-WH District Dimensional and Intensity Standards



Site features

Lot area (sf), min	None
Lot width (ft), min max	A None
Building per lot, max	None
Building coverage (% of site), max	No max

Setback, primary buildings

Primary frontage (ft), min max	B	0 10 [1]
Secondary frontage (ft), min max	C	None
Side (ft), min	D	None
Rear (ft), min	E	None

Setback, outbuildings

Primary frontage (ft), min	None
Secondary frontage (ft), min	None
Side (ft), min	None
Rear (ft), min	None

Building Form

Height, max	F	6 stories
Parking structure		60 feet

Frontage Types

● = Permitted

Lawn	●
Terrace	●
Stoop	●
Common Entry	●
Pedestrian forecourt	●
Vehicular forecourt	●
Gallery	
Shopfront	●

[1] The maximum setback may extend an additional 12 feet along Government St.

Section 4 Use Regulations

Section 4.A. General

Section 4. Use Regulations

A. General

Uses are permitted in accordance with Table 4.1: Use Table, and the following:

1. An “R” in a cell means that the use sub-category is permitted by right in the sub-district, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.
2. An “S” in a cell means that the use sub-category is permitted following issuance of a special exception permit in accordance with Section 2.B.5, Special Exception, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.
3. A “C” in a cell means that the use sub-category is permitted following issuance of a conditional use permit in accordance with Section 2.B.4, Conditional Use Permit, subject to any notes listed in the cell (see subsection B below) and compliance with all the standards in the DDD code.

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
Industrial	Warehousing & Mini-Storage			R	R ⁴	R			R
	Mixed-use Light Manufacturing Component			R	R ⁴	R			R
	Manufacturing—Light (5,000 sf max, non-toxic)			R	R ⁴	R			R
	Manufacturing—Heavy (over 5,000 sf, non-toxic)								R
	Processing of Food and Beverage Products								R
	Laboratory Facility				R ⁴	R			R
	Distribution Facility								R
Utilities	Utility, Minor	R	R	R	R	R			R

Section 4 Use Regulations

Section 4.A. General

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
	Utility, Intermediate	S	S	R	R	R			R
	Utility, Major				C	C			C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R ⁴	R			R
	Produce Growing, Processing & Sales		R	R	R ⁴	R			R
Education	Private Educational Facility (Daycare)	R	R	R	R ⁵	R			R
	Private Educational Facility (Elementary)		R	R	R ⁵	R			R
	Private Educational Facility (All Levels)			R	R	R			R
Civic Support	Religious institution (including educational)	R	R	R	R	R			R
	Funeral home		R	R	R ⁴	R			R
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R ⁴	R			R
	Mystic society meeting hall		R	R	R	R			R
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)			R	R ⁴	R			R
	Automotive Services—Heavy (over 5,000 sf)								R
	Parking Structure (as a principal use)				R	R	R		R
	Surface Parking (as a principal use)								
	Gas Station			S	S	S			S
Residential	Single-Family Dwelling	R	R	R	R	R			R
	Two-Family Dwelling	R	R	R	R	R			R
	Multi-Family Dwelling		R	R	R	R			R
	Accessory Dwelling Unit	R	R	R					R
	Senior & Elderly Housing	R	R	R	R	R			R
	Nursing & Retirement Housing	R ⁵	R	R	R ⁵	R			R
	Boarding Houses & Dormitories	R ⁴	R	R	R ⁴	R			R
	Homeless & Emergency Shelter		S	S	S ⁶	S			S
	Mixed-use Residential Component		R	R	R	R			R
Lodging	Hotel (no room limit)				R	R			R
	Inn (up to 20 rooms)		R	R	R	R			R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R			R
	Short-Term Rentals	R	R	R	R	R			R
Office	Home-office (non-primary use)	R	R	R	R	R			R

Section 4 Use Regulations

Section 4.B. Use-Specific Standards

Table 4.1: Use Table									
R = By Right S = By Special Exception C = By Conditional Use Permit									
Use Category	Use Sub-Category	T-3	T-4	T-5.1	T-5.2	T-6	Municipal	Open	SD-WH
	Live-work (office up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (office up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Office Component		R	R	R	R			R
	Office Building		R	R	R	R			R
Communication facilities	Class 1 Communication Facility	R ³	R ³	R ³	R ³	R ³	R ³	R ³	R ³
	Class 2 and 3 Communication Facilities	S ³	S ³	S ³	S ³	S ³	S ³	S ³	R ³
	Class 4 Communication Facility			S ³	S ³	S ³	S ³	S ³	S ³
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R			R
	Work-live (retail up to 80% of building sf.)		R	R	R	R			R
	Mixed-use Retail Component		R	R	R	R			R
	Retail Building		R	R	R	R			R
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater, or brewpub			S ⁷	S ⁷	R			R
	Drive-Thru Retail		S	S	S	S			S
Adult Entertainment	Adult Entertainment Enterprise								

B. Use-Specific Standards

The following standards apply to uses as indicated in the cell in Table 4.1: Use Table

1. Reserved
2. Reserved
3. The use shall comply with the standards in Section 64-4-9, Telecommunications facilities.
4. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.

Section 5 Development Standards

Section 5.A. Access and Off-Street Parking

5. The use requires a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.
6. The use is not permitted on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.
7. This use is permitted by right if the occupancy load is less than 100 people.

Section 5. Development Standards

A. Access and Off-Street Parking

1. *Minimum Off-Street Vehicular Parking*

Development in the DDD is required to provide off-street vehicular parking, in accordance with the following:

- (a) No off-street vehicular parking is required for existing development in the T-6 sub-district and all development in the DDD outside of the T-6 sub-district.
- (b) New development in the T-6 sub-district shall provide off-street vehicular parking in accordance with Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District.

Table 5.1: Minimum Off-Street Vehicular Parking for New Development in T-6 Sub-District

Use	Minimum Number of Off-Street Parking Spaces
Office	3 per 1,000 square feet of gross floor area
Lodging	1 per bedroom
Dwelling	1 per dwelling unit
All other uses	No minimum

- (c) The amount of vehicular parking required to be provided on-site in accordance with Table 5.1 may be reduced in accordance with the following:

Section 5 Development Standards

Section 5.A. Access and Off-Street Parking

- (1) On-street parking spaces adjacent to the property's frontage may be counted towards the development's required number of vehicular spaces in a one-to-one ratio. On-street parking spaces shall remain available to the general public and shall not be restricted for use by tenants, visitors, or residents of the property.
- (2) Off-site parking spaces on land owned or leased from a civic parking reserve or private parking lot or structure may be counted towards the development's required number of vehicular spaces in a one-to-one ratio, provided the off-site parking is within 1,500 feet of the property being served by the parking.

2. *General Standards*

- (a) All off-street parking spaces and aisles shall comply with the standards in Section 64-3-12.A.3, Size of parking spaces, and Table 64-3-12.2: Parking Stall and Aisle Dimensions, of the UDC.
- (b) In the T-3 and T-4 sub-districts, a parking lot or parking structure shall not contain more than 20 parking spaces.
- (c) A parking lot may include attendant huts, pay kiosks, and similar structures and shall be sized and used only to shelter collection and security operations related to the parking use.
- (d) Parking lots and structures shall be masked along frontages in accordance with Section 5.B.1(a), Perimeter Masking.

3. *Vehicular Site Access*

- (a) Off-street parking shall be accessed from a secondary frontage where available.
- (b) If parking access through a secondary frontage is not available, off-street parking may be accessed by driveways at the primary frontage if the property width exceeds the minimum width by sub-district in Table 5.2: Parking Lot Specifications.

Section 5 Development Standards

Section 5.A. Access and Off-Street Parking

- (c) The width of driveways within a front setback shall not exceed the maximum width by sub-district in Table 5.2.
- (d) All curb cuts shall meet the standards in Chapter 57, Article IV, Driveways, of the City Code. The number of curb cuts for a parking lot shall not exceed the maximum number by sub-district in Table 5.2.

Table 5.2: Parking Lot Specifications			
District	Minimum Primary Frontage Parking Access Width (ft)	Maximum Driveway Width (ft)	Maximum Number of Curb Cuts
T-6	72	25 [1]	1 [1]
T-5.2	54	25 [1]	1 [1]
T-5.1	54	25 [1]	1 [1]
T-4	42	10	1
T-3	42	10	1
SD-WH	54	25 [1]	1 [1]
Municipal	No minimum	No maximum	No maximum
Open	No minimum	No maximum	No maximum
[1] On the west side of Claiborne Street between Civic Center Drive and Canal Street, driveway width shall not exceed 36 feet, and two curb lots are permitted per parking lot.			

- (e) Crushed stone surfaces are permitted in driveways and parking areas with approval of the city engineer and the fire-chief, but may not be used in the right-of-way.

4. *Off-Street Loading Decks and Service Areas*

Off-street loading decks and service areas with a combined width of 30 feet may be incorporated into all frontages on land in the SD-WH sub-district, and in all other sub-districts in accordance with the following:

- (a) In secondary frontages, towards the rear of the property; or
- (b) In primary frontages, if the property has no secondary frontage and the width of the primary frontage is 120 feet or greater.

5. *Bicycle Parking*

In the T-5 and T-6 sub-districts, property owners may install bicycle racks within the right-of-way adjacent to their frontage in accordance with the following:

(a) *Type of Bicycle Rack*

A bicycle rack shall be of the inverted-U, pole and ring, or removable ring types.

(b) *Bicycle Rack Location*

(1) A bicycle rack shall be placed to maintain at least a four-foot clear path on a sidewalk when a bicycle with a 22-inch (56-cm) frame is properly locked to the rack.

(2) A bicycle rack shall not be located within:

- a. Five feet of fire hydrants;
- b. Four feet of loading zones and bus stop markers;
- c. Three feet of driveways and manholes;
- d. Two feet of utility meters and tree boxes; and

(3) A bicycle rack shall not be placed on a sidewalk where the distance from the curb face to the property line is less than seven feet.

(4) A bicycle rack parallel to the curb shall be set back at least two feet from the curb and spaced at least 30 inches from another bicycle rack. A bicycle rack perpendicular to the curb shall be set back at least one foot from the curb and spaced at least 48 inches from another bicycle rack. The distance requirements of this paragraph do not apply where rings are added to existing poles.

Section 5 Development Standards

Section 5.B. Landscaping and Screening

B. Landscaping and Screening

1. *Parking Lot Landscaping*

(a) *Perimeter Masking*

A surface parking lot along a frontage shall be masked by one of the following:

- (1) A liner building covering the entire width of a parking lot, excluding any points of access or egress, or 70 percent of a width of a parking structure at ground floor frontage, or;
- (2) One of the following types of screens:
 - a. A metal fence at least three feet in height that is planted with evergreen hedges, evergreen vines, or other evergreen plant materials. Shrubs for hedges shall be at least three feet in height at planting, and other plantings shall be of a species and planted in a manner that would form an evergreen barrier at least as effective as a hedge; or
 - b. A masonry wall, with or without vegetative plantings.

(b) *Interior Plantings*

Each parking lot with more than 50 parking spaces shall be planted with one Overstory Tree from the city's approved Plant List of Article 3 of the UDC for every 15 parking spaces, rounded up.

2. *Screening*

(a) *Refuse*

(1) *Dumpsters*

All dumpsters except for construction dumpsters used in active construction projects shall comply with the following:

- a. Dumpsters shall not be placed in the primary frontage or in street right-of-way

Section 5 Development Standards

Section 5.C. Fences and Walls

- b. Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. No maneuvering to access the site may take place within street right-of-way.
- c. Dumpsters shall be enclosed within an enclosure. The enclosure shall be at least the height of the dumpster which is being enclosed, up to a maximum of eight feet in height, be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure, and be made of materials permitted in the applicable transect sub-district in accordance with Section 7, Building Design and Material Standards. The enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens to the outside and which remains closed unless the dumpster is being filled or emptied.
- d. Dumpster enclosures shall be maintained in good repair and condition.

(2) Garbage and Grease Containers

- a. Garbage container placement shall comply with the standards in Sec. 25-8 of the City Code.
- b. Grease containers shall not be placed outside within 20 feet of a sidewalk.

(b) *Mechanical Equipment*

Mechanical equipment, including electric meters, gas meters, water meters, exhaust fans, and HVAC equipment, shall not be located along frontages and shall be masked if visible from a street or sidewalk.

C. Fences and Walls

1. *Fence and Wall Locations*

- (a) A fence or wall is permitted in a frontage in accordance with the specific standards that apply to each frontage in Section 6, Frontage Standards.

Section 5 Development Standards

Section 5.D. Signs

- (b) On an improved lot, a fence or wall may be installed with a maximum height of:
 - (1) In the SD-WH sub-district, 10 feet along the side and rear property lines beyond the front façade of the principal building on the site;
 - (2) In all sub-districts except for the SD-WH sub-district, eight feet along the side and rear property lines beyond the front façade of the principal building on the site; and
 - (3) Six feet on any property line on an unimproved lot.

2. *Fence and Wall Materials*

- (a) In all sub-districts except the Municipal and Open sub-districts, the following material standards apply:
 - (1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel, or aluminum that appears to be iron.
 - (2) Walls shall be made of brick, stone, or stucco over masonry.
- (b) Fence and wall material may be allowed in combination as approved by the CRC and ARB, as applicable.
- (c) In all sub-districts, barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.
- (d) In all sub-districts, chain link fences are permitted only along interior property lines behind the façade of the building.

D. Signs

1. *General Standards*

(a) *Permit Required*

All signs erected or installed on land in the DDD require a sign permit, in accordance with section 64-10-9 of the UDC.

Section 5 Development Standards

Section 5.D. Signs

(b) *Material Standards*

Sign materials shall be compatible with the materials of the building on which it is placed and the sub-district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case-by-case basis.

(c) *Illumination*

Signs may only be illuminated in accordance with the following:

- (1) A sign may be illuminated by a steady, stationery light source external to the sign that shines directly on the sign.
- (2) Reverse channel signs may be backlit with neon or LED lights.
- (3) Open channel signs may be illuminated from individual light bulbs within the channel.

(d) *Encroachment*

All signs except yard signs may encroach into the right-of-way. Signs that project from building walls by more than one foot or that are hung from supports over sidewalks shall maintain a minimum clearance of eight feet above adjacent grade.

2. *Neon and LED Interior Signs*

Non-animated neon and LED signs are permitted inside storefront windows, in accordance with the following:

- (a) During daytime hours (defined as the time between sunrise and sunset, as those times are determined by the National Weather Service), the maximum brightness level shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness.
- (b) At all other times, the maximum brightness level shall not exceed 500 nits when measured from the sign's face at its maximum brightness.

Section 5 Development Standards

Section 5.D. Signs

3. Required Signs

On each site, one address number sign, no larger than one square foot in area, shall be attached to the building in proximity to the principal entrance, at least six feet high on a wall, or four foot high on a mailbox.

4. Residential and Home Office Uses in the T-3 and T-4 Sub-Districts

In the T-3 and T-4 sub-districts, the following apply to signs for residential and home office/live-work units:

- (a) Signs may not be illuminated.
- (b) Home businesses may have no more than one sign of each type permitted in the sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District and the standards in Table 5.4: Permitted Signs.

5. Permitted Signs

Signs are permitted on land in a sub-district in accordance with Table 5.3: Sign Types Permitted by Sub-District, subject to the standards in Table 5.4: Permitted Signs and subsection 6 below.

Table 5.3: Sign Types Permitted by Sub-District							
Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Sandwich board	●●	●●	●●		●●	●●	●
Diagonal corner	●	●			●	●	●
Fabric awning	●	●	●		●	●	●
Marquee	●●	●●	●●		●●	●●	●
Window sign	●	●	●		●	●	●
Building	●	●	●		●	●	●
Upper building	●●	●●	●●		●●	●●	●
Hanging blade	●	●	●		●	●	●
Individual storefront	●	●	●		●	●	●
Internal neon	●	●	●		●	●	●
Painted wall	●	●	●		●	●	●
Yard blade	●	●	●	●	●	●	●
Wall plaque	●	●	●	●	●	●	●
Wayfinding sign [1]	●	●	●		●	●	●

Section 5 Development Standards

Section 5.D. Signs

Table 5.3: Sign Types Permitted by Sub-District

Sign Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Monument sign		●	●		●	●	●
Freestanding sign		●	●		●	●	●
Banner	● ●	● ●	● ●		● ●	● ●	●
Parking lot sign	●	●	●		●	●	●
● = Permitted ● ● = Permitted subject to standards in subsection 6 below							
[1] Only permitted along A street.							

Table 5.4: Permitted Signs

Sign Type	Number	Area, Maximum	Copy
Sandwich board	1 per business, shall be removed outside of business hours	2 feet wide by 3 feet tall	No restrictions
Diagonal corner	1 per building at corners only, attached at a 45-degree angle	3 feet wide by 15 feet tall	No restrictions
Fabric awning	1 per awning	8 inches tall by awning length	No restrictions
Marquee	1 per business	4 feet plus width of entrance(s) on primary structure, maximum height of marquee structure is 4 feet	No restrictions
Window sign	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Applied decal or painted within window
Building	On buildings less than 10 stories in height, 1 per building, within the frieze or upper portion of the storefront if there is no frieze	3 feet in height by façade width (8 feet in height on buildings fronting Claiborne Street between Civic Center Drive and Canal Street)	No restrictions
Upper building	See Section 5.D.6(c), Upper Building		
Hanging blade	1 per business	10 square feet each face	No restrictions
Individual storefront	1 per business	2 feet tall by store length (or to fit within a frieze or architectural feature)	No restrictions
Internal neon	1 per window (not including temporary signage within window)	30% of window area to which sign is affixed	Neon or LED within window
Painted wall	1 per secondary frontage and wall internal to a lot but visible from sidewalks	No restrictions	No restrictions
Yard blade	1 per lot with home business or in non-residential use	5 square feet	No restrictions
Wall plaque	1 per business (located on building) 1 per parking lot (located on an architectural feature of parking lot screening required in Section 5.B.1(a))	T-3: 2 square feet T-4: 2 square feet T-5: 8 square feet T-6: 8 square feet	No restrictions
Wayfinding sign [1]	1 per block or site, located on right-of-way or private property	5 feet in height 20 square feet of signage per face 50 square feet of signage on all faces	No restrictions

Section 5 Development Standards

Section 5.D. Signs

Table 5.4: Permitted Signs			
Sign Type	Number	Area, Maximum	Copy
Monument sign	1 per site	6 feet in height 8 feet in width 25 square feet of signage per face 50 square feet of signage on all faces	No restrictions
Freestanding sign	1 per site	8 feet in height 5 feet in width 20 square feet of signage per face 40 square feet of signage on all faces	No restrictions
Banner	1 per site	4 feet by 8 feet	No restrictions
Parking lot sign	1 per driveway	10 feet in height (including mount) 3 feet wide by 2 feet high in sign area 6 square feet of signage	No restrictions
[1] Sign may be 8 feet tall on buildings fronting Claiborne Street between Civic Center Drive and Canal Street.			

6. Sign Specific Standards

(a) Sandwich Board

A sandwich board shall not reduce clear path on a sidewalk below four feet in width.

(b) Marquee

A marquee shall project between four and 10 feet from a building, and the sign of letter copy on the marquee shall be at least three feet in height.

(c) Upper Building

An upper building sign is permitted on a building that is at least 10 stories in height, in accordance with the following:

- (1) Two upper building signs may be installed on two separate facades.
- (2) The sign shall be installed at least 40 feet above grade
- (3) The sign shall comply with the following dimensions:
 - a. Maximum height of 80 percent of the width of the building wall;
 - b. Maximum of one horizontal or vertical line of letter or symbols;
 - c. Maximum font size of eight feet, in any dimension;
 - d. Maximum logo or emblem size of 10 feet, in any dimension.

Section 6 Frontage Standards

Section 6.A. Frontage Types Established

(4) The sign shall identify the building or the name of one tenant of the building.

(d) *Monument Sign*

A monument sign shall have a maximum height of six feet, where and a base at least two-thirds ($\frac{2}{3}$) of the sign width.

(e) *Banner*

A banner shall comply with the standards in Chapter 64, Article 4.

7. *Abandoned Signs*

An abandoned sign shall be removed within 90 days from the date official notice is given by the Director of Planning. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least six months.

Section 6. Frontage Standards

A. Frontage Types Established

The frontage in Table 6.1: Frontage Types are established:

Table 6.1: Frontage Types	
Frontage Type	Section 6.____
Lawn Frontage Type	F
Terrace Frontage Type	G
Stoop Frontage Type	H
Common Entry Frontage Type	I
Pedestrian Forecourt Frontage Type	J
Vehicular Forecourt Frontage Type	K
Gallery Frontage Type	L
Shopfront Frontage Type	M

Section 6 Frontage Standards

Section 6.B. Allowed and Required Frontage Types

B. Allowed and Required Frontage Types

1. When new development or substantial improvements to existing buildings are proposed, or when the primary frontage of the property is designated to another abutting street, a property owner shall designate the frontage type that applies to the building in accordance with the requirements in Table 6.2: Building Frontage Types Allowed based on the applicable sub-district.
2. No frontage designation is required for work involving new additions to existing buildings that do not constitute substantial improvements.
3. If buildings have multiple frontage or multiple buildings are located on one property, the same frontage type shall be selected for all frontages.
4. A shopfront frontage is required for all ground-floor commercial uses that front the A-Street portions of Dauphin, Conti, and St. Joseph's Streets.

Table 6.2: Building Frontage Types Allowed

Frontage Types	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Lawn			●	●	●	●	●
Terrace		●	●	●	●	●	●
Stoop	●	●	●		●	●	●
Common Entry		●	●		●	●	●
Pedestrian forecourt	●	●			●	●	●
Vehicular forecourt	●				●	●	●
Gallery	●	●			●	●	
Shopfront [1]	●	●	●		●	●	●

● = Permitted

C. General Frontage Standards

1. At least 80 percent of the frontage in the T-5.1 sub-district and 100 percent of the T-5.2 and T-6 sub-districts shall be built out to the zone between the minimum setback and maximum setback for both the primary and secondary frontages, or shall contain a streetscreen that:
 - (a) Is between four and eight feet in height;

Section 6 Frontage Standards

Section 6.D. Encroachments

- (b) Contains openings for vehicular access that are no more than 30 feet in width;
 - (c) Is made of brick, stone, stucco over masonry, iron, steel, or aluminum that appears to be iron; and
 - (d) If not opaque, includes landscape plantings, such as a hedge, evergreen fines, or other evergreen planting materials, that increase the opacity of the streetscreen.
- 2. Except in the Municipal and Open sub-districts, each frontage shall contain no more than one walkway a maximum of five feet in width that provides access to primary and secondary entrances. In the Municipal and Open sub-districts, there are no restrictions on walkway width or the number of walkways.
 - 3. The first floor may be elevated above the maximum established in this section where the 100-year flood plain (AE) and 500-year flood plain (X-shaded) standards require additional elevation.

D. Encroachments

Encroachments into the right-of-way are provided in accordance with the following:

- 1. A balcony may project three feet from the façade and may extend into the right-of-way, subject to a permit and right-of-way use agreement from the city engineer.
- 2. Other encroachments or permanent structures greater than three feet in height constructed in the right of way may be permitted, subject to a permit and right-of-way use agreement from the city engineer who may require that the property owner procure and maintain general liability insurance that names the city as an additional insured.
- 3. Awnings, marquees, or canopies may extend into the right-of-way, except that a canopy supported by a pole or column in the right of way shall require a permit

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

and a right-of-way use agreement from the city engineer and shall not extend within two feet of a curb.

E. Additions to Existing Buildings

Additions to existing buildings shall comply with the following frontage standards:

1. *General Standards*

- (a) Existing buildings that are nonconforming with respect to the frontage standards of the DDD code are not required to meet frontage type requirements unless the frontage is reoriented so that the principal entrance to the façade faces a different primary frontage street.
- (b) Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.
- (c) Porches, stairs, stoops, and ramps that are added to existing buildings may encroach into the front setback in accordance with the following:
 - (1) All such features may encroach up to 50 percent of the front setback depth in the T-3 sub-district, and 100 percent in all other sub-districts.
 - (2) Porches shall be at least eight feet deep in the T-3 sub-district, and five feet deep in the T-4 sub-district.
- (d) Alterations to existing facades facing a frontage shall not reduce the percentage of the façade that is transparent below the percentage transparency of the existing façade or the percentage transparency required for the applicable frontage type, whichever is less.

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

2. Specific Standards

(a) Additions to Existing Buildings in T-3 Sub-District

Additions to existing buildings in the T-3 sub-district shall comply with the standards in Table 6.3: Additions to Existing Buildings in T-3 Sub-District.

Table 6.3: Additions to Existing Buildings in T-3 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet
Shopfront	Prohibited
Gallery	Prohibited

(b) Additions to Existing Buildings in T-4 Sub-District

Additions to existing buildings in the T-4 sub-district shall comply with the standards in Table 6.4: Additions to Existing Buildings in T-4 Sub-District.

Table 6.4: Additions to Existing Buildings in T-4 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or between 16 and 48 inches above average grade along the front property line. If shopfront is incorporated, may be at sidewalk level
Front yard terrace	Raised up to 36 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Shopfront	Permitted
Gallery	Prohibited

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

(c) *Additions to Existing Buildings in T-5 Sub-District*

Additions to existing buildings in the T-5 sub-district shall comply with the standards in Table 6.5: Additions to Existing Buildings in T-5 Sub-District.

Table 6.5: Additions to Existing Buildings in T-5 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited in T-5.2 sub-district
Walkways	One per building entrance with a maximum width of five feet
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 600 square feet.
Shopfront	Permitted
Gallery	Permitted

(d) *Additions to Existing Buildings in T-6 Sub-District*

Additions to existing buildings in the T-6 sub-district shall comply with the standards in Table 6.6: Additions to Existing Buildings in T-6 Sub-District.

Table 6.6: Additions to Existing Buildings in T-6 Sub-District	
Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of four feet and with or without masonry piers. Wood fences prohibited
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Permitted

Section 6 Frontage Standards

Section 6.E. Additions to Existing Buildings

(e) *Additions to Existing Buildings in Municipal and Open Sub-Districts*

Additions to existing buildings in the Municipal and Open sub-districts shall comply with the standards in Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts.

Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts

Standard	Value
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Permitted along front property line and side lot lines to façade of building, with maximum height of ten feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry, concrete, asphalt, or aggregate
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

(f) *Additions to Existing Buildings in SD-WH Sub-District*

Additions to existing buildings in the SD-WH sub-district shall comply with the standards in Table 6.8: Additions to Existing Buildings in SD-WH Sub-District.

Table 6.8: Additions to Existing Buildings in SD-WH Sub-District

Standard	Value
Finished floor elevation	Match existing structure, or up to 30 inches above average grade along the front property line.
Front yard terrace	Raised up to 20 inches above sidewalk grade, to form a terrace
Fence or wall	Iron fence permitted along front property line and side lot lines to façade of building, with maximum height of six feet and with or without masonry piers.
Paving	Frontage may be paved up to 100 percent of area, using unit masonry or concrete
Courtyard	May be incorporated into frontage with a portion of the façade recessed beyond the maximum front setback, and a maximum area of 1,600 square feet.
Shopfront	Permitted
Gallery	Prohibited

Section 6 Frontage Standards

Section 6.F. Lawn Frontage Type

F. Lawn Frontage Type

1. *General Characteristics*

In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

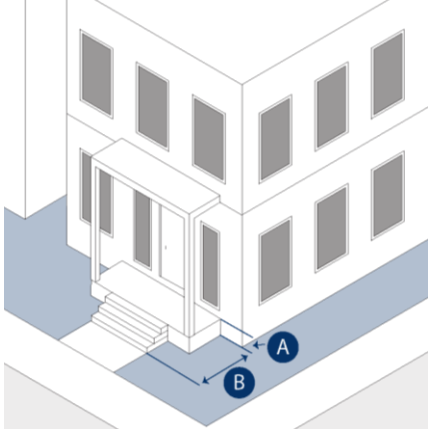
2. *Standards*

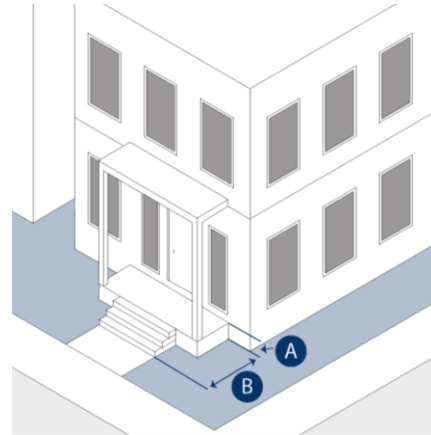
Development using a lawn frontage type shall comply with the standards in Table 6.9: Lawn Frontage Type Standards.

Section 6 Frontage Standards

Section 6.F. Lawn Frontage Type

Table 6.9: Lawn Frontage Type Standards

Site features		Applicable Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A			•	•			•	16 in 48 in (measured from average grade at property line)
						•	•		As required to comply with flood elevation requirements
Encroachment depth (max)									
Porches, stairs, ramps	B				•				50 percent of front setback depth, min porch depth of 8 ft
				•					100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B			•	•	•	•	•	2 ft
Stoops	B			•	•	•	•	•	4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences									
Front property line and side lot lines to façade of building, max height				•	•	•	•	•	4 ft
Along side and rear property lines behind front façade, max height				•	•				8 ft
						•	•	•	10 ft
Permitted materials				•	•			•	Wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron
						•	•		All materials permitted
Building foundations				•	•			•	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						•	•		No limitations



Section 6 Frontage Standards

Section 6.G. Terrace Frontage Type

G. Terrace Frontage Type

1. *General Characteristics*

In the terrace frontage type, the façade is set back from the front property line by an elevated patio. A terrace frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the terrace.

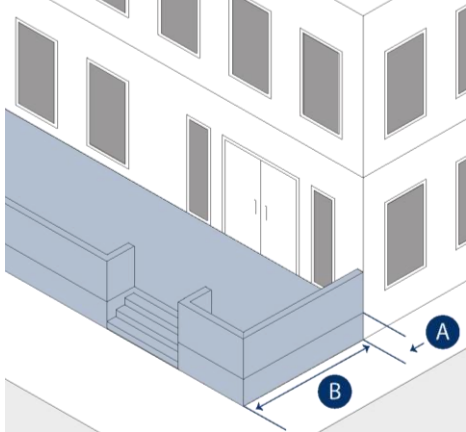
2. *Standards*

Development using a terrace frontage type shall comply with the standards in Table 6.10: Terrace Frontage Type Standards.

Section 6 Frontage Standards

Section 6.G. Terrace Frontage Type

Table 6.10: Terrace Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)		A	•	•	•			•	20 in 36 in (measured from average grade at property line) As required to comply with flood elevation requirements
Terrace standards									
Elevation (min max)		A	•	•	•	•	•	•	20 in 36 in
Required encroachment			•	•	•	•	•	•	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)		B	•	•	•	•	•	•	8 ft (may extend to front property line)
Surfacing			•			•	•	•	Paved or unpaved, with unit masonry or concrete
				•	•				Paved or landscaped
Fences and Walls									
Fences allowed			•	•	•	•	•	•	Only where necessary as part of terrace structure or to provide a safety railing
Fence and wall materials			•	•	•			•	Fences: Iron, steel, or aluminum that appears to be iron Walls: Brick, stone, or stucco
						•	•		All materials permitted
Awnings									
Material and Type			•	•	•	•	•	•	Fabric, fixed or movable
Primary frontage, span	Ground floor		•	•	•	•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors		•	•	•	•	•	•	Shall cover only a window/door and match width of window/door
Primary frontage, projection			•	•	•	•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages			•	•	•	•	•	•	Permitted only over doors, max 6 feet projection
Clerance			•	•	•	•	•	•	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Fences and Walls									
Walkways				•					One per secondary entrance, max width 5 ft
Building foundations			•	•	•			•	Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						•	•		No limitations

Section 6 Frontage Standards

Section 6.H. Stoop Frontage Type

H. Stoop Frontage Type

1. *General Characteristics*

In the stoop frontage type, the building façade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

2. *Standards*

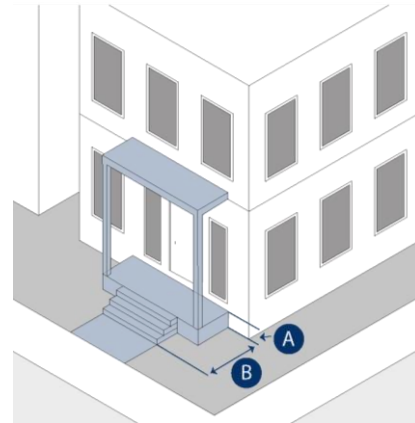
Development using a stoop frontage type shall comply with the standards in Table 6.11: Stoop Frontage Type Standards.

Section 6 Frontage Standards

Section 6.H. Stoop Frontage Type

Table 6.11: Stoop Frontage Type Standards

Site features	Sub-districts							
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A	•	•	•			•	20 in 36 in (measured from average grade at property line) As required to comply with flood elevation requirements
Stoop standards								
Stoop required		•	•	•		•	•	Stoop is required to be provided
Elevation (min max)	A	•	•	•		•	•	20 in 36 in above sidewalk grade
Depth (min max)	B	•	•	•		•	•	4 ft 6 ft
Encroachment, Stoop		•	•	•		•	•	Stoop encroach into front setback at principal entrance or be recessed into the building façade
Encroachment, Steps								Steps that provide access to porch or stoop may encroach up to property line
Coverage		•	•	•		•	•	Optional roof structure supported by columns or wall brackets
Fences and Walls								
General Standards				•				Iron fence with or without masonry piers at front property line is permitted
Walkways								
Walkways				•				One permitted per entrance, with a maximum width of 5 ft
Frontage								
Surfacing				•				Frontage may be paved up to 100 percent of area, using unit masonry or concrete



Section 6 Frontage Standards

Section 6.I. Common Entry Frontage Type

I. Common Entry Frontage Type

1. *General Characteristics*

In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

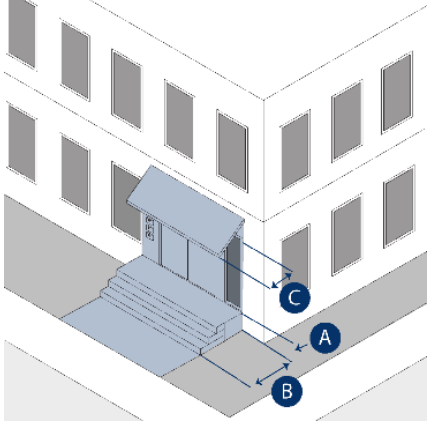
2. *Standards*

Development using a common entry frontage type shall comply with the standards in Table 6.12: Common Entry Frontage Type Standards.

Section 6 Frontage Standards

Section 6.I. Common Entry Frontage Type

Table 6.12: Common Entry Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
									
Finished floor elevation, first floor (min max)		A	•	•				•	
						•	•		n/a 36 in (measured from average grade along the facade) As required to comply with flood elevation requirements
Encroachment depth (max)									
Stairs		B	•	•		•	•	•	May encroach up to property line
Fences and Walls									
General Standards				•					Fence made of iron, steel, or aluminum that appears to be iron, with or without masonry piers, at front property line is permitted
Awnings									
Material and Type				•	•		•	•	Fabric, fixed or movable
Primary frontage, span	Ground floor			•	•		•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors			•	•		•	•	Shall cover only a window/door and match width of window/door
Primary frontage, projection		C		•	•		•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Secondary frontages				•	•		•	•	Permitted only over doors, max 6 feet projection
Clearance				•	•		•	•	Min 8 ft over sidewalk or terrace, set back at least 2 ft from curb
Walkways				•					One permitted per entrance, with a maximum width of 5 ft
Frontage									
Surfacing				•					Frontage may be paved up to 100 percent of area, using unit masonry or concrete

Section 6 Frontage Standards

Section 6.J. Pedestrian Forecourt Frontage Type

J. Pedestrian Forecourt Frontage Type

1. *General Characteristics*

In the pedestrian forecourt frontage type, a portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard. A pedestrian forecourt frontage may include all elements of:

- (a) A gallery frontage (see subsection L below), except within the entry courtyard; and
- (b) A shopfront frontage (see subsection L below) along front property lines and within the entry courtyard.

2. *Standards*

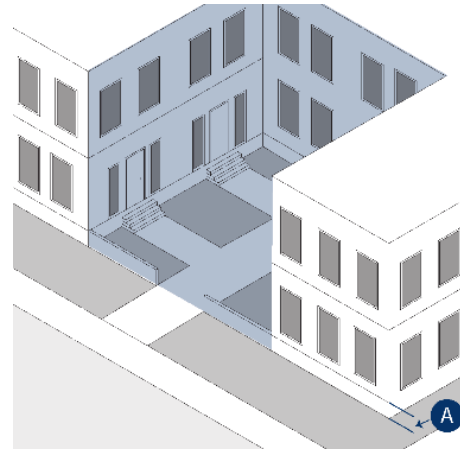
Development using a pedestrian forecourt frontage type shall comply with the standards in Table 6.13: Pedestrian Forecourt Frontage Type Standards.

Section 6 Frontage Standards

Section 6.J. Pedestrian Forecourt Frontage Type

Table 6.13: Pedestrian Forecourt Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (min max)	A	•	•					•	18 in (except 0 in at entry) (measured from average grade along the facade)
						•	•		As required to comply with flood elevation requirements
Entry courtyard									
Location		•	•			•	•	•	Principal entrance
Area, max		•	•					•	600 sq ft
						•	•		1,600 sq ft
Design		•	•			•	•	•	Bound by building facades on at least two sides
Build out		•	•			•	•	•	The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies									
Material and Type	Awning	•	•			•	•	•	Fabric, fixed or movable
	Canopy	•	•			•	•	•	Fixed, metal or wood
Awnings and canopies, primary frontage, span	Ground floor	•	•			•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•	•			•	•	•	Shall cover only a window/door and match width of window/door
Awnings and canopies, primary frontage, projection		•	•			•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere
Awnings and canopies, secondary frontages		•	•			•	•	•	Permitted only over doors, max 6 feet projection
Awnings and canopies, setback		•	•			•	•	•	Set back at least 2 ft from curb
Clearance		•	•			•	•	•	Min 8 ft over sidewalk
Frontage									
Surfacing		•	•			•	•	•	Frontage may be paved up to 100 percent of area, using unit masonry or concrete



Section 6 Frontage Standards

Section 6.K. Vehicular Forecourt Frontage Type

K. Vehicular Forecourt Frontage Type

1. *General Characteristics*

In the vehicular forecourt frontage type, portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access

2. *Standards*

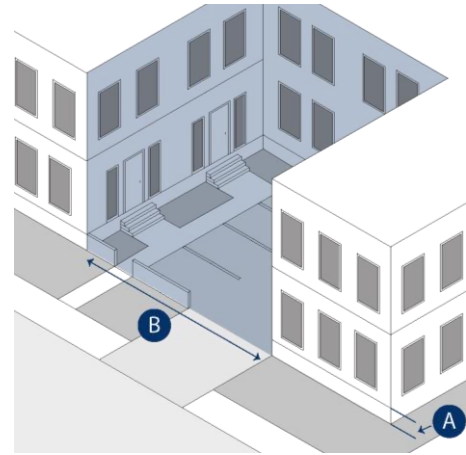
Development using a vehicular forecourt frontage type shall comply with the standards in Table 6.14: Vehicular Forecourt Frontage Type Standards.

Section 6 Frontage Standards

Section 6.K. Vehicular Forecourt Frontage Type

Table 6.14: Vehicular Forecourt Frontage Type Standards

Site features	Sub-districts							
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A ●	●	●	●	●	●	●	18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Entry courtyard								
Location		●			●	●	●	Principal entrance
Area, max		●			●	●	●	1,600 sq ft
Width, max	B ●	●			●	●	●	50% of width of facade
Design		●			●	●	●	Bound by building facades on at least two sides
Surfacing		●			●	●	●	Paved or unpaved, with unit masonry or concrete
								Paved or landscaped
					●	●		All materials permitted
Build out								The width of the entry courtyard shall count towards frontage build out (see Section 6.C.1 above)
Awnings and canopies								
Material and type	Awning	●			●	●	●	Fabric, fixed or movable
	Canopy							Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	●			●	●	●	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	●			●	●	●	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection		●			●	●	●	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		●			●	●	●	Permitted only over doors, max 6 feet projection
Awnings, setback		●			●	●	●	Set back at least 2 ft from curb
Clearance		●			●	●	●	Min 8 ft over sidewalk



Section 6 Frontage Standards

Section 6.L. Gallery Frontage Type

L. Gallery Frontage Type

1. *General Characteristics*

In the gallery frontage type, the façade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

2. *Standards*

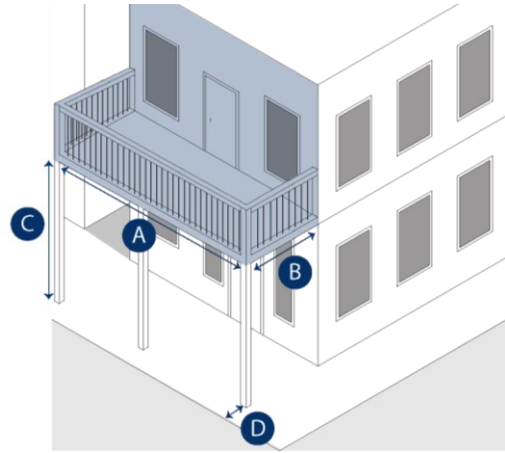
Development using a gallery frontage type shall comply with the standards in Table 6.15: Gallery Frontage Type Standards.

Section 6 Frontage Standards

Section 6.L. Gallery Frontage Type

Table 6.15: Gallery Frontage Type Standards

Site features	Sub-districts							
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)	A	•	•					18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Gallery, general								
Depth, min.	B	•	•			•	•	7 ft
Height, min.	C	•	•			•	•	12 ft
Encroachment	B	•	•			•	•	May encroach within public right-of-way with a right-of-way permit, provided a minimum 5-ft-wide clear pedestrian path is maintained along the public sidewalk
Span, min.		•	•					80% of façade without gaps
Columns		•	•					Required, centered on spandrel beam, constructed of round metal, diameter of between 3 and 6 in, with a base, shaft, and capital
Column, location	B D	•	•					Min. 7 ft from façade, Min. 2 ft from curb
Gallery deck, configuration		•	•					Max 9 inches thick (including all structures and surface) and exposed
Gallery deck, location		•	•					Located above top of transom windows
Gallery, materials		•	•					Upper story railings shall be painted metal
Lighting		•	•			•	•	Where a gallery interrupts street lighting, a minimum of one-half (1/2) foot candle of lighting shall be provided within the gallery
Fences and Walls								
Walkways								One per secondary entrance, max width 5 ft
Building foundations		•	•					Brick stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill
						•	•	No limitations



Section 6 Frontage Standards

Section 6.M. Shopfront Frontage Type

M. Shopfront Frontage Type

1. *General Characteristics*

- (a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.
- (b) Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

2. *Standards*

Development using a shopfront frontage type shall comply with the standards in Table 6.16: Shopfront Frontage Type Standards. In addition, ground-floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise, and other business-related activities as long as a five-foot minimum clear sidewalk passage is maintained.

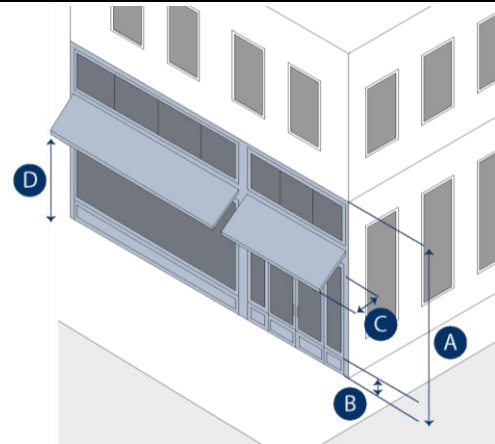
Section 6 Frontage Standards

Section 6.M. Shopfront Frontage Type

Table 6.16: Shopfront Frontage Type Standards

Site features		Sub-districts							
		T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH	
Finished floor elevation, first floor (max)		•	•	•			•	•	18 in (except 0 in at entry) (measured from average grade along the facade) As required to comply with flood elevation requirements
Shopfront, design									
Configuration		•	•	•				•	Shall be designed with a bulkhead, display window, and transom[GG1] (see FIGURE A-10.a)
Height (min)	A	•	•	•				•	16 ft (measured from grade to top of base cornice)
Bulkhead, height (min max)	B	•	•	•				•	18 in 30 in
Transom windows, configuration		•	•	•				•	Include dividing muntins and no signage
Signs		•	•	•				•	Individual storefront signs that are mounted onto the façade shall be installed above transom window
Recessed entry		•	•	•		•	•	•	May be recessed up to 8 ft from façade
Shopfront, Transparency, and coverage									
Transparency of shopfront area, min.		•	•	•		•	•	•	Min 50% along each frontage, calculated by the width of the frontage and the area between the sidewalk grade and bottom of the second floor or roof structure
Coverage, min	Primary frontage	•	•	•		•	•	•	80 percent of frontage length
	Secondary frontage	•	•	•		•	•	•	30 percent of frontage length
Gallery, materials		•	•						Upper story railings shall be painted metal
Awnings and canopies [1]									
Material and type	Awning	•		•		•	•	•	Fabric, fixed or movable
	Canopy								Fixed, metal or wood
Awnings, primary frontage, span	Ground floor	•		•		•	•	•	Min 80 percent of frontage without gaps except between separate businesses. If awning covers only the principal entrance, shall be the width of the principal entrance
	Other floors	•		•		•	•	•	Shall cover only a window/door and match width of window/door
Awnings, primary frontage, projection	C	•		•		•	•	•	Min 6 ft projection but not beyond a terrace; an awning covering only principal entrance may extend min 3 ft
Awnings, secondary frontages		•		•		•	•	•	Permitted only over doors, max 6 feet projection
Awnings, setback		•		•		•	•	•	Set back at least 2 ft from curb
Clearance	D	•		•		•	•	•	Min 8 ft over sidewalk
Frontage									
Surfacing		•				•	•	•	Frontage may be paved up to 100 percent of area, using unit masonry or concrete

[1] Awnings and canopies are only permitted on shopfront frontages that are not combined with other frontage types.



Section 7. Building Design and Material Standards

A. General Standards

1. All openings, including but not limited to porches, galleries, doors, and windows, with the exception of shopfronts, shall be square or vertical in proportion.
2. If multiple exterior materials are used on a single building, the materials shall be combined on each facade horizontally, with heavier material below lighter material.
3. A building shall use the following exterior finish materials:
 - (a) Wood or cementitious clapboard;
 - (b) Shingles;
 - (c) Board and batten;
 - (d) Stucco;
 - (e) Brick; or
 - (f) Stone.

B. Orientation

A building façade shall be parallel to the primary front property line, except within 20 feet of corners, with the primary building entrance through the façade.

C. Foundation Standards

1. *Applicability*

- (a) The standards of this section apply to development in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, except as provided in subsection (b) below.
- (b) The standards of this section do not apply to:

Section 7 Building Design and Material Standards

Section 7.C. Foundation Standards

- (1) Slab-on-grade construction in the common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront frontage types; or
- (2) Foundations of new additions to existing buildings, which may match the material and design of the foundation of the existing building.

2. *Foundation Specifications and Materials*

(a) *Raised Foundations*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, raised foundations shall be one of the following:

- (1) Pier and fill-panel construction;
- (2) Chain wall construction with panels inset to resemble pier and infill panel construction; or
- (3) Raised slab foundations with piers faced with brick, stone, or stucco

(b) *Lattice Foundations*

If used in the T-3, T-4, T-5, T-6, and SD-WH sub-districts, lattice shall be hung below the skirt board or siding between the piers and framed with trim and shall not be secured to the face of the foundation.

(c) *Solid Infill*

In the T-3, T-4, T-5, T-6, and SD-WH sub-districts, solid infill between the piers shall be recessed.

Section 7 Building Design and Material Standards

Section 7.D. Transparency Standards

(d) *Material Standards*

A building foundation shall use the materials listed as permitted in Table 7.1: Foundation Materials, based on the applicable sub-district.

Table 7.1: Foundation Materials							
Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Brick	●	●	●	●	●	●	●
Stone	●	●	●	●	●	●	●
Stucco	●	●	●	●	●	●	●
Metal infill					●	●	
Plywood panels					●	●	
Mineral board panels					●	●	
Plastic or vinyl sheeting					●	●	
Unfinished concrete block					●	●	
Wood piers					●	●	
Imitation brick or stone					●	●	
Vinyl lattice					●	●	
● = Permitted							

D. Transparency Standards

1. Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street, all building Facades along public frontages shall have a minimum of 20 percent transparency measured on each floor, except as otherwise provided in this Ordinance for specific frontage types.
2. Reflective glass may not be used to meet the standards of this subsection D within the first six stories above ground level.
3. Opaque and spandrel glass may not be used to meet the transparency standards of this subsection D.

Section 7 Building Design and Material Standards

Section 7.E. Roof Standards

4. Tinted glass may be used, provided the visible transmittance rating is no less than the minimum required to meet the standards of the building code. In lieu of tinting, the use of awnings to address solar gain is preferred.
5. Security bars on windows or doors shall not be visible from the street.

E. Roof Standards

A roof shall use the materials listed as permitted in Table 7.2: Roof Materials, based on the applicable sub-district.

Table 7.2: Roof Materials							
Materials	T-6	T-5 (both)	T-4	T-3	Municipal	Open	SD-WH
Tile	●	●	●	●	●	●	●
Standing seam metal	●	●	●	●	●	●	●
Metal shingles	●	●	●	●	●	●	●
Five v-crimp	●	●	●	●	●	●	●
Asphalt, fiberglass, cement fiber, wood, or slate shingles	●	●	●	●	●	●	●
Built-up or membrane roofing	1	1	1	1	1	1	1
Corrugated fiberglass					●	●	
Asphalt roll roofing					●	●	
Corrugated metal					●	●	
Panel and batten					●	●	
Colored metal					●	●	
All other materials					●	●	
● = Permitted							
[1] Built-up or membrane roofing shall only be used on roofs with slopes less than 3:12 rise:run where hidden from view from the public right-of-way.							

Section 8. Nonconformities

A. Uses

1. *Continuance of Nonconforming Uses*

- (a) Except as provided in this section, a lawfully operating nonconforming use may continue operating, as the use existed on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming.
- (b) The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on May 13, 2014.

2. *Existing Parking Lots*

The following standards apply to parking lots in existence as of May 13, 2014, which were required comply with the screening and masking standards of the DDD code no later than May 31, 2018.

- (a) Parking lots existing as of May 13, 2014 shall comply with the standards in Section 5.B.1(a), Perimeter Masking, except that the parking lots may use existing vegetative buffers that accomplish the intent of Section 5.B.1(a) and are maintained to retain the effectiveness of the masking .
- (b) Parking lots existing as of May 13, 2014 along Broad, Beauregard, Water and Canal Streets shall comply with the standards of Section 5.B.1(a), Perimeter Masking following the city's completion of physical improvements along the streets adjacent to the property.
- (c) Location of required masking is subject to line-of-sight review and approval by traffic engineering.
- (d) A parking lot that fails to conform with the standards of this section shall be deemed an unlawful use and shall be discontinued.

Section 8 Nonconformities

Section 8.B. Structures

3. *Expansion or Enlargement of Nonconforming Uses*

A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on May 13, 2014, or on the date that an amendment to the DDD made the use nonconforming. Premises as used in this paragraph shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

4. *Abandonment of Nonconforming Uses*

A nonconforming use that has been abandoned or discontinued for a period of two years shall not be re-established.

B. Structures

1. *Continuance of Nonconforming Structures*

Except as provided in this section, any nonconforming structure may be occupied, operated, and maintained in a state of good repair.

2. *Expansion or Enlargement of Nonconforming Structures*

A nonconforming structure may be expanded or enlarged if the enlargement or expansion conforms to the requirements of the DDD code.

3. *Restoration of Damaged Nonconforming Structures*

A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided the restoration is begun within one year and completed within two years of the date of the damage. The Board of Adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

Section 9 Definitions and Rules of Construction

Section 9.A. Building Height

Section 9. Definitions and Rules of Construction

A. Building Height

1. Building height shall be interpreted in accordance with Table 9.1: Building Floor Height, and the following:
 - (a) Stories shall be measured from finished floor to finished ceilings.
 - (b) Unfinished attics shall not be included in building height measurement.

Table 9.1: Building Floor Height

Floor and Use	Floor Height (feet)	
	Minimum	Maximum
Ground floor, residential use	10	18
Ground floor, nonresidential		
<i>SD-WH sub-district</i>	14	25
<i>All other sub-districts</i>	14	35
Above ground floor, all uses	8	14

2. Buildings and parking structures shall not exceed the maximum height in the applicable sub-district and location in Table 9.2: Maximum Building and Parking Structure Height.

Table 9.2: Maximum Building and Parking Structure Height

Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
T-3		
<i>Civic Center site</i>	3	n/a
<i>All other T-3 lands</i>	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
<i>Fronting Bienville Sq</i>	8	60

Section 9 Definitions and Rules of Construction

O.

Table 9.2: Maximum Building and Parking Structure Height		
Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
<i>Fronting west side of Clairborne Street on Civic Center site</i>	16	80
<i>All other T-5.2 lands</i>	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

B. Definitions

The definitions in this section apply throughout the DDD unless otherwise specified and are listed in alphabetical order.

A-Streets

Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See “B-streets.”

Accessory dwelling unit

A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom, and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley

A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive

A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade

A series of piers topped by arches that support a permanent roof over a sidewalk.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Architectural Review Board or ARB

The architectural review board established by Chapter 44 of the City Code.

Attic

The interior part of a building contained within a pitched roof structure.

Awning

A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets

Those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-streets. See “A-streets.”

Balconies

An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner

Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar

A retail, theater, or entertainment establishment with an occupancy load of more than 100 persons that serves alcohol.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Blade sign

A sign made from rigid material mounted perpendicular to a building wall with one side attached or supported by a device extending from a building wall.

Brewpub

An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building height

The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one foot in four and one-half (4½) feet. In the Spring Hill Overlay (UDC Article 13) and DDD, the vertical extent of a building measured in stories, from finished grade.

Building placement

The placement of a building on its property.

Building sign

A sign displayed upon or attached to any part of the exterior of a building, including, but not limited to, walls, doors, parapets, awnings, and mansards.

Bulkhead

The portion of a building's façade that is closest to the ground.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

By right

Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe

A restaurant, bar, theater, or entertainment venue with less than one-hundred-person occupancy load.

Canopy

A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter

A reference to the Code of the City of Mobile, Alabama, 1991.

Civic parking reserve

A parking structure or parking lot with no less than 20 percent of total parking spaces available to the general public for parking. Parking may be free of charge, or a fee may be charged for parking.

Civic support

Private and non-profit functions that provide essential supports to the municipality.

Colonnade

A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Complete demolition

The razing of one or more structure(s).

Commercial

The term collectively defining workplace, office, retail and restaurant uses.

Configuration

The form of a building, based on its massing, private frontage, and height.

Corner property

A property abutting two or more thoroughfares at their intersection, or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Diagonal corner sign

A sign attached to the corner of a building that is attached at a 45-degree angle.

Director

The director of the planning department, or their designee.

Driveway

A vehicular lane within a property, often leading to a garage.

Education

The function generally associated with school buildings. Educational uses include business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Encroach

To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment

Any structural element that encroaches.

Facade

The exterior wall of a building that is set along a frontage line.

Fence

A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “wall.”

Forecourt

A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign

Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front setback

The distance from the frontage line to the point where a building must be constructed. The area between the minimum front setback and the frontage line shall be maintained clear of permanent structures with the

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

exception of permitted encroachments. In some sub-districts, there is no minimum front setback.

Frontage

The area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

1. The building facade;
2. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;
3. Any front yard landscape elements between the building facade and the public street or space.

Frontage buildout

The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line

A property line bordering a public frontage or thoroughfare.

Gallery

A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.

Hedge

A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three feet apart.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Historic District

A geographically defined area designated by the city council in Chapter 44 of the City Code.

Historic District guidelines

The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44 of the City Code.

Home office

Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Individual storefront sign

A sign placed above a storefront that is typically used to identify the entrance of the tenant occupying a space.

Industrial

The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Internal neon

A window sign that uses neon, argon, or a similar gas to fill tubing, made of glass or similar material, that is charged with electricity and used to create an illuminated tubular sign or illuminated elements of a sign that includes, at a minimum lettering and/or images. The tubing may contain an alternative illumination technology, including but not limited to light-emitting diodes (LEDs). Any non-gaseous illumination

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology.

Liner building

A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock

An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging

A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed and breakfast inns and short-term rentals.

Manufacturing

The use associated with a business or activity involving the creation, assemblage, or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Marquee Sign

A sign that is attached to a marquee and which generally contains changeable copy.

Mixed use

Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Mobile Historic Development Commission or MHDC

The city historic development commission established by Chapter 44 of the City Code.

Mobile Tree Act

The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the city.

Mobile Tree Commission

The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument sign

A ground mounted sign where the base is at least two-thirds ($\frac{2}{3}$) of the sign width.

Mural

See “Painted Wall Sign.”

Net property area

The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office

The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Outbuilding

Any detached building that is smaller than and separate from the main building of the lot.

Painted wall sign

A sign or mural painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Parking lot

An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign

A sign to identify the entrance of a parking lot. Maximum height, including mount, is 10 feet.

Parking structure

A building containing one or more stories of vehicular parking above or below grade.

Porch

A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Porte-cochere

A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building

The main building on a property, usually located toward the frontage.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Principal entrance

The main point of access for pedestrians into a building.

Primary frontage

The frontage of a site that establishes the orientation of the primary facade, and the primary pedestrian access.

Private frontage

The privately held layer between the frontage line and the required setback.

Property

A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage

The percentage of a property that is covered by buildings and other roofed structures.

Property line

The boundary that legally and geometrically demarcates a property.

Property width

The length of the principal frontage line of a property.

Public frontage

The area between the pavement of a thoroughfare and frontage lines.

Rear setback

The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Reflective glass

Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Regulating plan

Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form-based districts such as the DDD.

Required parking

The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential

Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail

Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant

A retail establishment with greater than 100-person occupancy load that serves food.

Secondary frontage

A frontage that is not the principal frontage.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Setback

The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service area

The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront

A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk

The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD)

An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one or more of the normative transect sub-districts specified by this Appendix.

Stoop

A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy, or marquee.

Story

A habitable level within a building excluding a basement.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Streetscreen

A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a facade for the purpose of masking views and providing a street wall.

Substantial improvements

Development on a site with existing buildings that involves the removal and reconstruction of the façade on the primary frontage, the relocation of an existing building, or any repair, reconstruction, or improvement to a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvements began, or before the structure had been damaged and is being restored (before the damage occurred).

Terrace

A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare

A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass

Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

Transect sub-district

A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, intermediate

Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, major

A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, minor

All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal,

Section 9 Definitions and Rules of Construction

Section 9.B. Definitions

hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall

A barrier, independent of a building, made of masonry materials. See “fence.”

Wall plaque

A sign or nameplate that is fastened directly to a building.

Wayfinding sign

A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 22, 2025

Lisa Lambert, City Clerk
Mobile Government Plaza
Mobile, Alabama 36644

Re: Certified record - proposed Downtown Development District amendments

Dear Mrs. Lambert,

Attached please find:

- 1) **Resolution for Call for Public Hearing.** This is intended for the October 28th meeting of the City Council. The Public Hearing date is proposed for December 2, 2025.
- 2) **Legal and Display Advertisement.** This document is for three (3) Legal ads and one (1) quarter-page size Display ad. The Legal ad must run for three consecutive weeks, while the Display ad must run once during the three-week period:
 - a) November 5
 - b) November 12
 - c) November 19
- 3) **Ordinance.** This is a cover page for the City Clerk's signature with the proposed Downtown Development District regulations.

To support the City Council's consideration of the amendments, I hereby certify that the record of the proceedings for the adoption of the proposed amendments to **Appendix A, Downtown Development District, of the City of Mobile Unified Development Code** [commonly referred to as *the Downtown Development District (DDD) amendments*] by the Mobile City Planning Commission consists of the following:

- 1) **Call for Public Hearing.** On September 18, 2025, the Mobile City Planning Commission called for the public hearing regarding the proposed Downtown Development District amendments at their meeting. A copy of the agenda with the call for public hearing is

attached (*item #1 attachment*). The archived video of the Planning Commission meeting is available at:

https://www.youtube.com/live/KCwUAbbCsUc?si=BMrFBTj_TlqbTIva&t=2487

- 2) **Legal Advertisement.** The public hearing with the Mobile City Planning Commission was advertised in compliance with Alabama Code section 11-52-77(2). Proof of publication and copies of the quarter-page display ad and legal ads are attached (*item #2 attachment*).
- 3) **Proposed Amendments.** The proposed Downtown Development District amendments as advertised and discussed at the Mobile City Planning Commission's October 16, 2025 meeting are available here: https://www.buildmobile.org/urban_pc/reports/2025-10-16Proposed-DDD-amendments.pdf
- 4) **Public Hearing.** On October 16, 2025, the Mobile City Planning Commission held a public hearing on the proposed Downtown Development District amendments. No comments were received prior to the meeting and no one spoke for or against the amendments at the meeting. A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item #4 attachment*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/vRhuMc11DJ8?si=HktpGMi1_OWwgKG&t=3042
- 5) **Recommendation.** The proposed Downtown Development District amendments were discussed and unanimously recommended for approval by the Planning Commission to the Mobile City Council at the October 16th meeting, with the following change:
 - a) In Section 9.B., Definitions, replace the term "Civil support" with "Civic support" to correct an error from the original adoption in 2014.
- 6) **Document.** One (1) hardcopy delivered by hand of the proposed Downtown Development District amendments, reflecting the change approved by the Planning Commission at their October 16, 2025, meeting.

If you have any questions, please contact the Planning staff for additional information.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary



By: _____

Shayla J. Beaco
Executive Director, Build Mobile

SJB:bh

Attachments

Item # 1 Attachment

Planning Commission Agenda

September 18, 2025



Mobile Planning Commission Agenda

September 18, 2025 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

	Mr. John W. “Jay” Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
	Mr. Kirk Mattei, Vice Chairman		Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary		Mr. Josh Woods (CC)
	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary (MD) Mayor’s Designee (AO) Administrative Official (CC) City Council Representative			

HOLDOVERS

1. MOD-003422-2025

Location: 600, 700 & 800 West I-65 Service Road South
Applicant / Agent: Ken Patel, A&R Development Group, LLC (James F. Watkins, Maynard Nexsen, PC, Agent)
Council District: District 5
Proposal: Major Modification of a previously approved Planned Unit Development allowing shared access and parking between three (3) building sites, to allow construction of a multi-family development with 240 dwelling units in multiple buildings across three (3) building sites with shared access and parking.

2. SUB-003240-2025 & ZON-UDC-003426-2025

Location: 7211 & 7221 Cottage Hill Road
Subdivision Name: Star Light at Cottage Hill Subdivision
Applicant / Agent: Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)
Council District: District 6
Proposal: Subdivision of 2 lots, 3.88± acres; and Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

EXTENSIONS

3. SUB-002996-2024

Location: 2301 McFarland Road
Subdivision Name: Anglebrook Subdivision
Applicant / Agent: Heather Bell, Sawgrass Consulting, LLC
Council District: District 6
Proposal: Extension of the approval of a 108-lot subdivision, 39.86± acres

4. SUB-003039-2024

Location: 2301 McFarland Road
Subdivision Name: Anglebrook Subdivision, Phase 2
Applicant / Agent: Tim Lawley, P.E., Sawgrass Consulting, LLC
Council District: District 6
Proposal: Extension of the approval of a 48-lot subdivision, 3.28± acres

NEW ITEMS

5. SUB-003442-2025

Location: 3520 Spanish Alley
Subdivision Name: Sunset Creek Subdivision, Resubdivision of Lots 1-3
Applicant / Agent: Philip & Christa Quinley
Council District: District 4
Proposal: Subdivision of 1 lot, 7.5± acres

6. SUB-003436-2025

Location: South side of Wood Alley, 80'± West of Green Street
Subdivision Name: Resubdivision of Lots 1-3, Block 9, Property of Woods' et. al. at Plateau, Alabama
Applicant / Agent: Keri R. Coumanis, Helmsing Leach, P.C.
Council District: District 2
Proposal: Subdivision of 2 lots, 0.26± acres

7. SUB-003439-2025

Location: 655 Congress Street & 260 North Washington Avenue
Subdivision Name: Tamberlyn Park at Downtown North Subdivision
Applicant / Agent: Kari Givens, Byrd Surveying, Inc.
Council District: District 2
Proposal: Subdivision of 5 lots, 0.39± acres.

OTHER BUSINESS

- **Call for Public Hearing on October 16, 2025, to amend Chapter 64, Unified Development Code, Appendix A – Downtown Development District:**
 - The purpose of the amendments to Appendix A is to reorganize the format, layout, and sequence of the Downtown Development District regulations for clarity, process, and ease of use.
- **Review of Minutes from the following Planning Commission meetings:**
 - January 18, 2024
 - February 22, 2024
 - March 21, 2024
 - April 18, 2024

Item # 2 Attachment

Call News - Legal and Display Ads

September 24, 2025

October 1, 2025

October 8, 2025

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
September 10, 2025
Case No. 2024-0095-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPHINE MCDUFFIE WALK-
ER, Deceased

On to-wit the 10th day of November, 2025
at 2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT as filed by ANTHONY M. HOFFMAN.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 7, 2025
Case No. 2025-1522
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of James Oral Wiggins, Deceased
On to-wit the 20th day of October, 2025 at
9:30 AM in Courtroom 1, Third Floor, Mobile
County Government Center Annex, 151
Government Street the court will proceed
to consider the Probate of Will as filed by
Wanda G. Herrin. Notice is hereby given to
all parties in interest, specifically unknown
heirs and next of kin of James Oral Wiggins,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. Mark Erwin, Judge of Probate
Attorney: Wanda G. Herrin, Pro Se
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
Case No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Dewey R Faircloth, Deceased
On to-wit the 20th day of October, 2025 at
2:30 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the Petition to Sell
Real Property as filed by TIM FAIRCLOTH.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1708
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of PERCY DUBOSE, Deceased
On to-wit the 3rd day of November, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the PROBATE
OF WILL as filed by LINDA H. BROWN.
NOTICE is hereby given to all parties in
interest, specifically SHELIA THOMAS,
GREGORY JENKINS, RICKY JENKINS,
FELICIA DUBOSE, CECIL J. DELMORE,
THEODORE JENKINS, who may appear
and contest same or file a proper responsive
leading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: MICHAEL D. LANGAN
267 HOUSTON ST
Mobile, AL 36606
Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2024-1083-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of TOMMIE LEE PUGH, Deceased
On to-wit the 10th day of November, 2025 at
2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT as filed by ANTHONY M. HOFFMAN.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1669
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of EUGENE J TANNER, Deceased
On to-wit the 27th day of October, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the PROBATE OF
WILL as filed by LENA TANNER. NOTICE is
hereby given to all parties in interest, specifi-
cally BARRY JENKINS, KAREN JENKINS,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. Mark Erwin Judge of Probate
Attorney: THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
September 08, 2025
Case No. 2025-1694
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Joan Thomas Austin, Deceased
On to-wit the 3rd day of November, 2025 at
9:30 AM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the PROBATE OF WILL
as filed by JOYCE LASTELLA BISHOP.
NOTICE is hereby given to all parties in
interest, specifically THYWARA PORTER,
LOTATIA STEWART, APRIL BISHOP,
TONY WATKINS JR., MARIO WATKINS,
INDIA WATKINS, TONISHA WATKINS,
ANGELIQUE HARTFIELD, VALENCIA R.
MCKENZIE, SABRINA J. HARTFIELD,
KIMBERLY L. HUTCHENS, THEODORE
L. WATKINS, GARLAND M. WATKINS,
who may appear and contest same or file a
proper responsive pleading thereto if they
then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: CHRISTOPHER LUKE NIXON
PO BOX 2727
MOBILE, AL 36652
Call News September 10, 17, 24, 2025

PROBATE COURT NOTICES

NOTICE OF COURT PROCEEDING
September 05, 2025
Case No. 2017-1149-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ELEANOR SAMPLES WIL-
LIAMS, Deceased

On to-wit the 3rd day of November, 2025
at 2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT BY SURETY FOR FORMER PR as
filed by WESTERN SURETY COMPANY.
NOTICE is hereby given to all parties in
interest who may appear and contest same
or file a proper responsive pleading thereto
if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: JAMES J. DUFFY III
PO BOX 1109
MOBILE, AL 36633
Call News September 10, 17, 24, 2025

NOTICE OF COURT PROCEEDING
Case No. 2024-2066
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of Samuel Carter, Sr., Deceased
On to-wit the 20th day of October, 2025 at
2:00 p.m. in Courtroom #1, Third Floor,
Mobile County Government Center Annex,
151 Government Street, Mobile, AL 36602,
the Court will proceed to consider the Motion
for Exemptions and Allowances as filed by
Ardath Burke Carter, Petitioner. NOTICE
is hereby given to Laticia Carter who may
appear and contest same or file a proper
responsive pleading thereto if they think
proper.
C. Mark Erwin, Judge of Probate
Attorney: Michael R. Holberg, Esq.
Post Office Box 47
Mobile, AL 36601
Call News September 10, 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 04, 2025
Case No. 2023-1746-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA

Estate of DEBORAH CAMILLE BARBER,
Deceased
On to-wit the 3rd day of November, 2025 at
2:00 PM in COURTROOM 1, THIRD
FLOOR, Mobile County Government Center
Annex, 151 Government Street the court will
proceed to consider the FINAL SETTLE-
MENT BY SURETY FOR FORMER PR as
filed by HARTFORD FIRE INSURANCE
COMPANY. NOTICE is hereby given to
all parties in interest who may appear and
contest same or file a proper responsive
pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney: BRIAN A. DODD
3973 BIBURY LN
BIRMINGHAM, AL 35242
Call News September 10, 17, 24, 2025



COMPLETION NOTICE

APAC-ALABAMA, INC. hereby gives notice
of completion of contract with the Mobile
County Commission for construction of
Project: MCR-2022-103 Mobile County,
Citronelle Streets Resurfacing in Mobile
County. This notice will appear for three
consecutive weeks beginning on 9/24/2025
and ending on 10/8/2025. All claims should
be filed at 7450 Howells Ferry Road, Mobile,
Alabama, 36618 during this period.
APAC-ALABAMA, INC.
Call News September 24 and October 1, 8, 2025

Legal Notice

Notice is hereby given that Pine City Con-
tracting, LLC 1490 Love Road Grove Hill, AL
36451 has completed all work on the South
Service Road Improvement, Project NO.
24S0803 in Satsuma, Alabama. All persons
having any claim for labor, materials, or
otherwise in connection with this project
should immediately be notify the above
named contractor or the City Clerk of the
City of Satsuma.
Pine City Contracting, LLC
James Craig Butts
Call News September 10, 17, 24 and October 1, 8, 2025

In accordance with Chapter 1, Title 39, Code
of Alabama, 1975, as amended, notice is
hereby given that Roofing Solutions LLC has
completed the Contract for Reroof of DCM
#20240740 / USA Job No. 24-61 Archeology
Building - Re-roofing - A/E#2416 at The
University of South Alabama, Mobile, AL
(307 University Blvd. N., Mobile Alabama,
36688) for The University of South Alabama,
Owner, and have made request for final
settlement of said Contract. All persons
having any claim for labor, materials, or
otherwise in connection with this project
should immediately notify
Architect, Robert Krchak
Project Expeditor, Will Bowman
Roofing Solutions LLC
17260 Jefferson Hwy, Suite D
Baton Rouge, LA 70817
Call News September 17, 24 and October 1, 8, 2025

LEGAL NOTICE

APAC-ALABAMA, INC. hereby gives notice
of completion of contract with the ALABAMA
DEPARTMENT OF TRANSPORTATION for
construction of Project: STPMB-7550(600)
Drainage, Pavement, Culvert Extensions,
Traffic Signals, and Traffic Stripe on Zeigler
Blvd. from junction of Athey Road to the junc-
tion of Forrest Hill Drive in Mobile County.
This notice will appear for four consecutive
weeks beginning on 9/17/25 and ending on
10/1/2025. All claims should be filed at P.O.
Box 8039, Mobile, Alabama, 36689 during
this period.
APAC-ALABAMA, INC.
Call News September 17, 24 and October 1, 2024

COMPLETION NOTICE

Wiregrass Construction Company, Inc.
hereby gives notice of completion of contract
with the State of Alabama for construction
of Project No. HSIP-0017(585) in Mobile/
Washington County. This notice will appear
for three consecutive weeks beginning on
9/10/2025 and ending on 9/24/2025. All
claims should be filed at P.O. Box 190279,
Mobile, AL 36619 during this period.
Wiregrass Construction Company, Inc.
Call News September 10, 17, 24, 2025

OTHER PUBLIC NOTICES

Southern Land Development, LLC gives
notice of completion of contract with County
Commission of Mobile County, Project No.:
IAR-049-000-006 & MCP-005-25, Project:
South Access Imp. - New South Lumber.
All Claims should be filed at Southern Land
Development 10351 Tanner Williams Rd.
Mobile, AL 36608.
Call News September 3, 10, 17, 24, 2025

STORAGE SALE

Shelton Beach Storage
317C Shelton Beach Rd., Saraland, AL
36571
Contents in Unit #11, Tim Beckham, last
known address, 317A Shelton Beach Rd.,
Saraland, AL 36571 will be sold Oct. 16,
2025 for back rent. Shelton Beach Storage
reserves the right to accept or reject bids.
Call News September 17, 24, 2025

PUBLIC HEARING

**NOTICE OF PUBLIC HEARING TO
amend Appendix A, Downtown
Development District, of the Unified
Development Code, Chapter 64 of the
Mobile City Code, 2022**

NOTICE is hereby given that at 2:00 p.m.
on Thursday, October 16, 2025, in the
Auditorium of Mobile Government Plaza,
205 Government Street, Mobile, Alabama,
the City of Mobile Planning Commission will
hold a public hearing and take public com-
ment on whether the Commission should
recommend to the Mobile City Council
amendments of Appendix A, Downtown
Development District, of the City of Mobile
Unified Development Code, adopted July
12, 2022 by the City Council.
The proposed amendments to Appendix A
reorganize the format, layout and sequence
of the Downtown Development District
regulations for clarity, process and ease of
use. Changes for clarity include explaining
the steps and order of the development
review process, eliminating ambiguity
about signage and revising the parking lot
perimeter screening requirements. Changes
for process include the elimination of the
Consolidated Review Committee and its as-
sociated separate review process, replacing
it with a staff-level review. Changes regard-
ing the ease of use include the provision of
more illustrations and the consolidation of
information from paragraphs throughout
the document into tables. Conflicts with
the Building Code regarding transparency
requirements have been eliminated.
The Downtown Development District regu-
lations will be reorganized into the following
Sections:
Appendix A Downtown Development District
Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 4. Use Regulations
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material
Standards
Section 8. Nonconformities
Section 9. Definitions and Rules of Con-
struction
The amendments can be viewed on the City
of Mobile's website at: <https://mapformobile.org/udc/>
A copy of the proposed amendments are
available for public inspection in the Third
Floor Lobby of Mobile Government Plaza,
South Tower, 205 Government Street,
Mobile, Alabama 36602.
Those desiring to submit written comments
may email them to planning@cityofmobile.org,
submit them through the website noted
above, or mail them to City of Mobile Plan-
ning Department, P.O. Box 1827, Mobile,
Alabama 36633, or may deliver them to
the City of Mobile Planning Department,
Mobile Government Plaza, South Tower,
Third Floor, 205 Government Street, Mobile,
Alabama 36602. Written comments must
be received by noon on Friday, October
10, 2025.
Call News September 24 and October 1, 8, 2025

PUBLIC HEARING NOTICE

A public hearing is scheduled by the Cit-
ronelle Planning Commission to receive
comment on a proposed amendment to
the Subdivision Regulations of the City of
Citronelle. The public hearing will be held at
the Citronelle Municipal Complex Auditorium
on Tuesday, October 14, 2025, at 5:30 p.m.
Call News September 24, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **3366 Cottage Hill Road**, for an
**Off-Premise Sign Variance to allow an
off-premise sign to be erected in a B-3,
Community Business Suburban District;
the Unified Development Code (UDC)
requires all signs to be located on the
site they contain advertising material for
in a B-3, Community Business Suburban
District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to con-
sider a request at **706 Monroe Street**, for a
**Rear Yard Setback Variance to allow an
addition to an existing residence to be
less than 20-feet from the rear property
line in a T-3 Sub-District of the Downtown**

OTHER PUBLIC NOTICES

**Development District; the Unified Devel-
opment Code (UDC) requires structures
to have a minimum 20-foot setback from
the rear property line in a T-3 Sub-District
of the Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **250 Saint Louis Street**, for a
**Curb Cut Variance to allow a curb cut to
an "A" street at a corner building site
where a secondary frontage is available
in a T-5.1 Sub-District of the Downtown
Development District; the Unified Develop-
ment Code (UDC) prohibits curb cuts
to an "A" street at a corner building site
where a secondary frontage is available
in a T-5.1 Sub-District of the Downtown
Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to consider
a request at **250 Saint Louis Street**, for a
**Special Exception approval to allow a
bank with drive-thru services in a T-5.1
Sub-District of the Downtown Develop-
ment District; the Unified Development
Code (UDC) requires Special Exception
approval to allow a bank with drive-thru
services in a T-5.1 Sub-District of the
Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.** to con-
sider a request at **2449 and 2453 Eslava
Creek Parkway**, for a **Front Yard Setback
Variance to allow construction of a new
structure less than 25-feet from the
front property line in a B-3, Community
Business Suburban District; the Unified
Development Code (UDC) requires all
structures to be a minimum of 25-feet
away from a front property line in a B-3,
Community Business Suburban District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

OTHER PUBLIC NOTICES

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hear-
ing on **October 6, 2025, at 2:00 p.m.** to
consider a request at **316 Dauphin Street**,
for a **Special Exception approval to allow
an event venue with an occupant load of
270 people in a T-5.1 Sub-District of the
Downtown Development District; the Uni-
fied Development Code (UDC) requires
Special Exception approval to allow an
event venue with an occupant load over
100 people in a T-5.1 Sub-District of the
Downtown Development District.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of Zon-
ing Adjustment will hold a Public Hearing on
October 6, 2025, at 2:00 p.m. to consider
a request at **6710 Old Shell Road**, for **Height
and Setback Variances to amend a previ-
ously approved variance to allow a 172.1-
foot tall telecommunications tower with
reduced setbacks in a B-2, Neighborhood
Business Suburban District; the Unified
Development Code (UDC) does not allow
structures taller than 45-feet in a B-2,
Neighborhood Business Suburban Dis-
trict, and requires telecommunications
towers to be setback from property lines
a distance equal to their height.**

**The meeting will be held in the Auditor-
ium at 205 Government Street, Mobile,
Alabama.**

This notice is to advise you of the public
hearing so that you may attend the meet-
ing or otherwise present your views to
the Board concerning this request. Board
of Zoning Adjustment meetings are live
streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email
your comments to planning@cityofmobile.org
or upload your comments to the web
portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m.**
on **Friday, October 3, 2025**, to provide
adequate time for Board members to review
the information.

Dated this 15th day of September 2025.

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

**NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA**

PURSUANT TO THE UNIFIED DEVELOP-
MENT CODE OF THE CITY OF MOBILE,
adopted the 12th day of July 2022, as
amended, the City of Mobile's Board of
Zoning Adjustment will hold a Public Hearing
on **October 6, 2025, at 2:00 p.m.**

LEGALS 251.866.5998 legalsthecallnews.com

OTHER PUBLIC NOTICES

reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated. The Downtown Development District regulations will be reorganized into the following Sections:

Appendix A Downtown Development District

Section 1. General Provisions

Section 2. Administrative Procedures

Section 3. Zoning Sub-Districts

Section 4. Use Regulations

Section 5. Development Standards

Section 6. Frontage Standards

Section 7. Building Design and Material Standards

Section 8. Nonconformities

Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **3366 Cottage Hill Road**, for an **Off-Premise Sign Variance to allow an off-premise sign to be erected in a B-3, Community Business Suburban District; the Unified Development Code (UDC)**

OTHER PUBLIC NOTICES

requires all signs to be located on the site they contain advertising material for in a B-3, Community Business Suburban District.

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **706 Monroe Street**, for a **Rear Yard Setback Variance to allow an addition to an existing residence to be less than 20-feet from the rear property line in a T-3 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires structures to have a minimum 20-foot setback from the rear property line in a T-3 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

OTHER PUBLIC NOTICES

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Curb Cut Variance to allow a curb cut to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) prohibits curb cuts to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meet-

OTHER PUBLIC NOTICES

ing or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **2449 and 2453 Eslava Creek Parkway**, for a **Front Yard Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

consider a request at **316 Dauphin Street**, for a **Special Exception approval to allow an event venue with an occupant load of 270 people in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow an event venue with an occupant load over 100 people in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

[board-of-adjustment/](#).

All comments must be submitted by 2 p.m. on Friday, October 3, 2025, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **7120 Airport Boulevard**, for a **Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

Send Legals to legalsthecallnews.com preferred format is Microsoft Word or copy ad and paste into email body. 5 p.m. Monday deadline

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City of Mobile • Planning Commission

NOTICE OF PUBLIC HEARING TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

Public Hearing:
2:00 p.m., Thursday, October 16, 2025
Auditorium, Mobile Government Plaza
205 Government Street, Mobile, AL

Written Comments Deadline:
Noon, Friday, October 10, 2025
Email: planning@cityofmobile.org
Web: mapformobile.org/udc/

NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
- Section 1. General Provisions
- Section 2. Administrative Procedures
- Section 3. Zoning Sub-Districts
- Section 4. Use Regulations
- Section 5. Development Standards
- Section 6. Frontage Standards
- Section 7. Building Design and Material Standards
- Section 8. Nonconformities
- Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

LEGALS 251.866.5998 legalsthecallnews.com

PROBATE COURT NOTICES

IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
IN THE MATTER OF THE
ESTATE OF ROGER L. MOTT, deceased
CASE NUMBER: 2025-0912
LEGAL NOTICE

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said County within the time allowed by law, or they will be barred. RAYMOND COYETT MOTT as Executor under the Last Will and Testament of Roger L. Mott, deceased.
E. TATUM TURNER
As attorney for Executor of
The Estate of Roger L. Mott, deceased
Post Office Drawer 1389
Chatom, Alabama 36518
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CAROLYN BARLOW WILKERSON, Deceased
CASE No. 2025-1525

Take notice that Letters Testamentary have been granted to the below named party on the 11th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ROBERT STEPHEN WILKERSON as Executor under the last will and testament of CAROLYN BARLOW WILKERSON, Deceased
Attorney of Record:
Jene W. Owens, Jr., Esq.
3755 Professional Parkway, Suite B
Mobile, AL 36609
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CHARLES EDWARD LAMBERT, Deceased
CASE No. 2025-1194

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. CHARLES G. GARDNER as Executor under the last will and testament of CHARLES EDWARD LAMBERT, Deceased
Attorney of Record:
Brooke A. Graham, Esq.
4505 Pine Tree Circle, Suite 121
Birmingham, AL 36243
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES WILLIAM DEMARCO JR, Deceased
CASE No. 2025-1416

Take notice that Letters Testamentary have been granted to the below named party on the 28th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. LAUREN MCKENZIE DEMARCO as Executrix under the last will and testament of JAMES WILLIAM DEMARCO JR, Deceased
Attorney of Record:
Richard E. Mather, Esq.
1008 Dauphin Street
Mobile, AL 36604
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BETH ANN HAUKOM, Deceased
CASE No. 2025-1063

Take notice that Letters Testamentary have been granted to the below named party on the 10th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ANDREA LEIGH TUREK as Executrix under the last will and testament of BETH ANN HAUKOM, Deceased
Attorney of Record:
John M. O'Dowd, Esq.
P.O. Box 123
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JUDITH COUCH
CASE No. 2025-1262

Take notice that Letters of Administration have been granted to the below named party on the 5th day of September, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. JANET L STILLINGS as Administratrix of the estate of JUDITH COUCH, deceased
Attorney of Record:
A. EVANS CROWE, Esq.
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOAN CYNTHIA LUCCO, Deceased
CASE No. 2025-1571

Take notice that Letters Testamentary have been granted to the below named party

PROBATE COURT NOTICES

on the 21st day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. TONYA EVANS WOOLF FKA TONYA DALE-EVANS as Executrix under the last will and testament of JOAN CYNTHIA LUCCO, Deceased
Attorney of Record:
Michael T. Murphy, Esq.
209 N Joachim Street
Mobile, AL 36603
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BRUCE CARL REED
CASE No. 2025-0975

Take notice that Letters of Administration have been granted to the below named party on the 7th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. WIJITTRA REED as Administratrix of the estate of BRUCE CARL REED, deceased
Attorney of Record:
RENEE E THIRY, Esq.
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MARY FRANCIS SAWYER
CASE No. 2024-2050

Take notice that Letters of Administration on the Annexed Will have been granted to the below named party on the 21st day of August, 2025, by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. GWENDOLYN E. ROBINSON, as Administratrix CTA under the last will and testament of MARY FRANCIS SAWYER, Deceased
Attorney of Record:
Melissa Hunter, Esq.
Edward T. Overton, Sr., Esq.
P. O. Box 16629
Mobile, AL 36616
Call News September 17, 24 and October 1, 2025

NOTICE OF ESTATE ADMINISTRATION
PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of ROBERT GOUBIL JR
CASE No. 2020-2140

Take notice that Letters of Administration have been granted to the below named party on the 13th day of August, 2025 by the HONORABLE C. MARK ERWIN, Judge of Probate of Mobile County Probate Court, Alabama and that all parties having claims against said estate should file the same with the Probate Court of said county within the time allowed by law, or they will be barred. ANTHONY M. HOFFMAN, as Administrator of the estate of ROBERT GOUBIL JR, Deceased
Attorney of Record:
ANTHONY M. HOFFMAN, ESQ.
Call News September 17, 24 and October 1, 2025

COURT PROCEEDING

NOTICE OF COURT PROCEEDING
September 29, 2025
CASE No. 2019-2445-7
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of AZALEAN D MITCHELL, Deceased

On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT AND REPORT OF INSOLVENCY as filed by LARRY D MITCHELL. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin Judge of Probate
Attorney:
NOEL J. NELSON
PO BOX 2573
Mobile, AL 36652
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2025-0451
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of AUBREY BUTTS, Deceased

On to-wit the 3rd day of November, 2025 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBE OF WILL AND CODICIL as filed by CHARLOTTE JENEAN LOWERY. NOTICE is hereby given to all parties in interest, specifically ANDREA CARRIE BUTTS BARELA, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THERESA N. WILLIAMSON
952 GOVERNMENT ST.
Mobile, AL 36604
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DEWEY R FAIRCLOTH, Deceased

On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by TIM FAIRCLOTH. NOTICE is hereby given to all parties in interest who may appear and contest same

PROBATE COURT NOTICES

or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 24, 2025
Case No. 2016-2356-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JERRY D. JORDAN, Deceased
On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by PAUL DAVID BROWN, BRIAN D. JORDAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JOHN J. CROWLEY, JR
2610-B DAUPHIN ST, SUITE 101
Mobile, AL 36606
Call News October 1, 8, 15, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2023-2001-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of CLARICE AMORET OWEN, Deceased
On to-wit the 17th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by TYRA VINEE HARRIS. NOTICE is hereby given to all parties in interest, specifically RHONA RICHARDSON, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAGE STANLEY ELLIS
169 DAUPHIN STREET, SUITE 304
MOBILE, AL 36602
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 19, 2025
CASE No. 2023-07234
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of TYLISHA WILLIAMS, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest, specifically DENNIS R. MINOR, FATHER OF LETANJA ASIA 'RAE KHLOE MINOR JR., who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 18, 2025
CASE No. 2025-1189
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of MATTIE INELL WALLEY, Deceased
On to-wit the 20th day of October, 2025 at 9:30 AM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the PROBATE OF WILL as filed by LARRY KEITH MABRY. NOTICE is hereby given to all parties in interest, specifically SCARLETT SULLIVAN, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAGE STANLEY ELLIS
169 DAUPHIN STREET, SUITE 304
MOBILE, AL 36602
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 17, 2025
CASE No. 2025-0793-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of SENOTH DE FLERON BANKSTON, Deceased
On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property (Nunc Pro Tunc) as filed by BETTY CAROLYN CHRISTENSEN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
A. EVANS CROWE
PO BOX 655
Mobile, AL 36601
Call News September 25 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 15, 2025
CASE No. 2024-1261-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of THOMAS HAROLD CLOUGH, Deceased

On to-wit the 27th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by MEAGAN DIXON CLOUGH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive

PROBATE COURT NOTICES

pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
JENE W. OWENS JR.
3755 PROFESSIONAL PKWY SUITE B
MOBILE, AL 36609
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 12, 2025
Case No. 2024-0855-1
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of LINNIE BURNARD ANDREWS III, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by TARA LASHUNDRA MOORE. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
PAMELA KIRKWOOD MILLSAPS
1809 OLD SHELL RD
Mobile, AL 36607
Call News September 24 and October 1, 8, 2025

NOTICE OF COURT PROCEEDING
September 12, 2025
CASE No. 2024-1329-3
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of IRA TOWNER FINLEY, Deceased
On to-wit the 27th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition for Final Settlement as filed by STANLEY B FINLEY. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANN Y. BROWN
PO BOX 1986
MOBILE, AL 36633
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDINGS
October 27, 2025
CASE No. 2025-1746
In Re: Giles R. Zambis, Alleged Incapacitated Adult

On to-wit, the 27th day of October, 2025, at 9:00 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama, 36602, the Court will proceed to consider the Petition for Appointment of Volunteer Guardian filed by the Mobile Infirmary Medical Center. Notice is hereby given to all parties in interest, specifically Bob Zambis who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
E. Russell March, III, Esq.
1 St. Louis Street, Suite 4000
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 10, 2025
CASE No. 2023-0920-6
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DAVID ROLLAND KLUG, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by DANIEL JARVIS. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
WILLIAM C. POOLE
917 WESTERN AMERICA CIR, SUITE 210
Mobile, AL 36609
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 26, 2025
CASE No. 2022-1637-4
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BILLY CHARLES POOLE JR, Deceased

On to-wit the 27th day of October, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by KAYLA NORTH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
MICHAEL JACK HARBIN
PO BOX 851372
MOBILE, AL 36685
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1400-6
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of BESSIE MAE HOLLOWAY, Deceased

On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601

PROBATE COURT NOTICES

Call News September 17, 24 and October 1, 2025
NOTICE OF COURT PROCEEDING
September 10, 2025
Case No. 2022-0787-7
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of RONALD WAYNE BOLTON, Deceased

On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

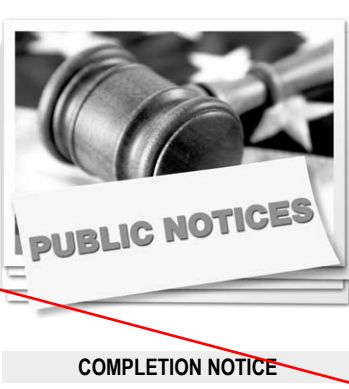
NOTICE OF COURT PROCEEDING
September 10, 2025
CASE No. 2024-0095-2
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JOSEPHINE MCDUFFIE WALKER, Deceased
On to-wit the 10th day of November, 2025 at 2:00 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the FINAL SETTLEMENT as filed by ANTHONY M. HOFFMAN. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
ANTHONY M. HOFFMAN
PO BOX 11
Mobile, AL 36601
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
August 7, 2025
CASE No. 2025-1522
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of JAMES ORAL WIGGINS, Deceased

On to-wit the 20th day of October, 2025 at 9:30 AM in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Probate of Will as filed by Wanda G. Herrin. Notice is hereby given to all parties in interest, specifically unknown heirs and next of kin of James Oral Wiggins, who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Wanda G. Herrin, Pro Se
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
September 09, 2025
CASE No. 2020-1690-5
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of DEWEY R FAIRCLOTH, Deceased
On to-wit the 20th day of October, 2025 at 2:30 PM in COURTROOM 1, THIRD FLOOR, Mobile County Government Center Annex, 151 Government Street the court will proceed to consider the Petition to Sell Real Property as filed by TIM FAIRCLOTH. NOTICE is hereby given to all parties in interest who may appear and contest same or file a proper responsive pleading thereto if they then think proper.
C. MARK ERWIN, Judge of Probate
Attorney:
THOMAS BOLLER
150 GOVERNMENT ST, SUITE 1001
Mobile, AL 36602
Call News September 17, 24 and October 1, 2025

NOTICE OF COURT PROCEEDING
CASE No. 2024-2066
IN THE PROBATE COURT OF
MOBILE COUNTY, ALABAMA
Estate of Samuel Carter, Sr., Deceased
On to-wit the 20th day of October, 2025 at 2:00 p.m. in Courtroom #1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, AL 36602, the Court will proceed to consider the Motion for Exemptions and Allowances as filed by Ardath Burke Carter, Petitioner. NOTICE is hereby given to Latecia Carter who may appear and contest same or file a proper responsive pleading thereto if they think proper.
C. Mark Erwin, Judge of Probate
Attorney:
Michael R. Holberg, Esq.
Post Office Box 47
Mobile, AL 36601
Call News September 10, 17, 24 and October 1, 2025



COMPLETION NOTICE
STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harwell & Company, LLC has completed the contract for PW-062-24, Pinehill Recycling Center, 308 Pinehill Drive, Mobile, AL 36606. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

OTHER PUBLIC NOTICES

Call News October 1, 8, 15, 22, 2025
COMPLETION NOTICE
APAC-ALABAMA, INC. hereby gives notice of completion of contract with the Mobile County Commission for construction of Project: MCR-2022-103 Mobile County, Citronelle Streets Resurfacing in Mobile County. This notice will appear for three consecutive weeks beginning on 9/24/2025 and ending on 10/8/2025. All claims should be filed at 7450 Howells Ferry Road, Mobile, Alabama, 36618 during this period.
APAC-ALABAMA, INC.
Call News September 24 and October 1, 8, 2025

Legal Notice
Notice is hereby given that Pine City Contracting, LLC 1490 Love Road Grove Hill, AL 36451 has completed all work on the South Service Road Improvement, Project NO. 24S0803 in Satsuma, Alabama. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately be notify the above named contractor or the City Clerk of the City of Satsuma.
Pine City Contracting, LLC
James Craig Butts
Call News September 17, 24 and October 1, 8, 2025

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given that Roofing Solutions LLC has completed the Contract for Reroof of DCM #20240740 / USA Job No. 24-61 Archeology Building - Re-roofing - A/E#2416 at The University of South Alabama, Mobile, AL (307 University Blvd. N., Mobile Alabama, 36688) for The University of South Alabama, Owner, and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify Architect, Robert Krcchak
Project Expeditor, Will Bowman
Roofing Solutions LLC
17260 Jefferson Hwy, Suite D
Baton Rouge, LA 70817
Call News September 17, 24 and October 1, 8, 2025

LEGAL NOTICE
APAC-ALABAMA, INC. hereby gives notice of completion of contract with the ALABAMA DEPARTMENT OF TRANSPORTATION for construction of Project: STPMB-7550(600) Drainage, Pavement, Culvert Extensions, Traffic Signals, and Traffic Stripe on Zeigler Blvd. from junction of Athley Road to the junction of Forrest Hill Drive in Mobile County. This notice will appear for four consecutive weeks beginning on 9/17/25 and ending on 10/1/2025. All claims should be filed at P.O. Box 8039, Mobile, Alabama, 36689 during this period.
APAC-ALABAMA, INC.
Call News September 17, 24 and October 1, 2024

STORAGE SALE
In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods stored at The Storage Center location(s) listed below.
The Storage Center #8059
3641 Government Blvd.
Mobile, AL 36693
251-220-3953

Unit 3013 Carla Taylor 3170 O'neal CT, Mobile AL, 36695, Unit 2048 Ebony Williams 1355 Odette Ave, Mobile, AL, 36605, Unit 2204 Franklin Keishandra 1200 W Buena Dr, Mobile, AL, 36605, Unit 1027 Brandon Fuller 5212 Lebaron Dr S, Mobile, AL, 36618, Unit 3339 Jamell Mosley 11985c Ballard Rd, Lot 1, Grand Bay, AL, 36541, Unit 3170 Latosha White 421 E Elm St, Prichard, AL, 36610, Unit 3076 Jakayla Washington 3600 Michael Blvd, Mobile, AL, 36609, Unit 2152 Andrea Robinson 1303 Belle Chene Dr, Mobile, AL, 36693, Unit 1033 Courtney Williams 1710 Butler St, Mobile, AL, 36617, Unit 1178 Brandon Fuller 5212 Lebaron Dr S, Mobile, AL, 36618, Unit 3287 Keiona Ferguson 4215 Moffett Rd Apt 100, Mobile, AL, 36618
And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at public auction to be held at www.storage-treasures.com, which will end Thursday, October 23, 2025 @ 11 A.M. Any questions regarding the above information are to be addressed to the manager of this facility at the phone number shown above.
Call News October 1, 2025

PUBLIC HEARING
The City of Satsuma is applying to the South Alabama Regional Planning Commission for an operating assistance grant under Section 5310 of the Federal Transit Laws. The operating grant will provide financial assistance for public transportation service for the residents of the City of Satsuma during FY 2025. The service currently operates Monday through Friday 9:00 am to 3:00 pm. All residents including wheelchair users must schedule service 24 hours in advance. A public hearing will be held on October 21 at 6:25 pm at Satsuma City Hall located at 5464 Old Highway 43, Satsuma, Alabama 36572 for public comment. Written comments may be sent to PO Box 517, Satsuma, AL 36572 prior to the meeting.
Call New October 1, 2025

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022
NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council. The proposed amendments to Appendix A

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OTHER PUBLIC NOTICES

reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated. The Downtown Development District regulations will be reorganized into the following Sections:

Appendix A Downtown Development District

Section 1. General Provisions

Section 2. Administrative Procedures

Section 3. Zoning Sub-Districts

Section 4. Use Regulations

Section 5. Development Standards

Section 6. Frontage Standards

Section 7. Building Design and Material Standards

Section 8. Nonconformities

Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

Call News September 24 and October 1, 8, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **3366 Cottage Hill Road**, for an **Off-Premise Sign Variance to allow an off-premise sign to be erected in a B-3, Community Business Suburban District; the Unified Development Code (UDC)**

OTHER PUBLIC NOTICES

requires all signs to be located on the site they contain advertising material for in a B-3, Community Business Suburban District.

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **706 Monroe Street**, for a **Rear Yard Setback Variance to allow an addition to an existing residence to be less than 20-feet from the rear property line in a T-3 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires structures to have a minimum 20-foot setback from the rear property line in a T-3 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

OTHER PUBLIC NOTICES

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Curb Cut Variance to allow a curb cut to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) prohibits curb cuts to an "A" street at a corner building site where a secondary frontage is available in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **250 Saint Louis Street**, for a **Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow a bank with drive-thru services in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meet-

OTHER PUBLIC NOTICES

ing or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **2449 and 2453 Eslava Creek Parkway**, for a **Front Yard Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

consider a request at **316 Dauphin Street**, for a **Special Exception approval to allow an event venue with an occupant load of 270 people in a T-5.1 Sub-District of the Downtown Development District; the Unified Development Code (UDC) requires Special Exception approval to allow an event venue with an occupant load over 100 people in a T-5.1 Sub-District of the Downtown Development District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **6710 Old Shell Road**, for **Height and Setback Variances to amend a previously approved variance to allow a 172.1-foot tall telecommunications tower with reduced setbacks in a B-2, Neighborhood Business Suburban District; the Unified Development Code (UDC) does not allow structures taller than 45-feet in a B-2, Neighborhood Business Suburban District, and requires telecommunications towers to be setback from property lines a distance equal to their height.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

OTHER PUBLIC NOTICES

board-of-adjustment/.

All comments must be submitted by 2 p.m. on Friday, October 3, 2025, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

NOTICE OF PUBLIC HEARING
BOARD OF ZONING ADJUSTMENT
MOBILE, ALABAMA

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MOBILE, adopted the 12th day of July 2022, as amended, the City of Mobile's Board of Zoning Adjustment will hold a Public Hearing on **October 6, 2025, at 2:00 p.m.** to consider a request at **7120 Airport Boulevard**, for a **Setback Variance to allow construction of a new structure less than 25-feet from the front property line in a B-3, Community Business Suburban District; the Unified Development Code (UDC) requires all structures to be a minimum of 25-feet away from a front property line in a B-3, Community Business Suburban District.**

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

This notice is to advise you of the public hearing so that you may attend the meeting or otherwise present your views to the Board concerning this request. Board of Zoning Adjustment meetings are live streamed at <https://www.cityofmobile.org/government/city-council/livestream/>. Email your comments to planning@cityofmobile.org or upload your comments to the web portal at <https://www.buildmobile.org/board-of-adjustment/>.

All comments must be submitted by **2 p.m. on Friday, October 3, 2025**, to provide adequate time for Board members to review the information.

Dated this **15th day of September 2025.**

BOARD OF ZONING ADJUSTMENT

Call News on September 24, 2025, and October 1, 2025

Send Legals to legals@thecallnews.com preferred format is Microsoft Word or copy ad and paste into email body. 5 p.m. Monday deadline

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City of Mobile • Planning Commission

NOTICE OF PUBLIC HEARING TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

Public Hearing:
2:00 p.m., Thursday, October 16, 2025
Auditorium, Mobile Government Plaza
205 Government Street, Mobile, AL

Written Comments Deadline:
Noon, Friday, October 10, 2025
Email: planning@cityofmobile.org
Web: mapformobile.org/udc/

NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

- Appendix A Downtown Development District
- Section 1. General Provisions
- Section 2. Administrative Procedures
- Section 3. Zoning Sub-Districts
- Section 4. Use Regulations
- Section 5. Development Standards
- Section 6. Frontage Standards
- Section 7. Building Design and Material Standards
- Section 8. Nonconformities
- Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

Page 1108 of 1197

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OTHER PUBLIC NOTICES

**ORDINANCE NO. 2025-004
ORDINANCE IMPLEMENTING AND
LEVYING A LOCAL CONSUMABLE
VAPOR PRODUCT TAX**

WHEREAS, the Alabama Legislature enacted Act 2025-377, which levies an excise tax beginning October 1, 2026, upon all consumable vapor products sold at wholesale in the state or imported into the state for use, consumption, or sale at retail on consumable vapor products, as said term is defined in Act 2025-377, with provisions for distributing a portion of such revenues to eligible municipalities; and WHEREAS, municipalities have the authority to issue a business license pursuant to Article 2 of Chapter 51 of Title 11 on the privilege of doing business as a consumable vapor products wholesaler, importer, or retailer; and WHEREAS, municipalities have the authority to enact an ordinance providing for the levy of a local tax or license fee on or before October 1, 2025; and WHEREAS, municipalities that have not levied a local tax on consumable vapor products by October 1, 2025, will receive a portion of the state vapor products tax based upon population ratio as determined in the most recent federal census; and WHEREAS, the City of Creola desires to establish a business license tax for a sum and amount equal to ten cents (\$0.10) per milliliter of consumable vapor products sold or delivered within the corporate limits of the city.

Now, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Creola Alabama, as follows;

Section 1:
The following terms, as used in this article, shall have the respective meaning as follows:

(a) The term "The City" shall mean the municipality of Creola, Alabama.

(b) The term "distributor or seller" shall include every person who shall engage in selling or delivering consumable vapor products within the corporate limits of the city.

(c) The term "person" shall include every person, individual, partnership, corporation, limited liability company, association, limited liability partnership, or other organization that engages in any for-profit or not-for profit activities.

(d) Milliliter (ml) shall mean one thousandth of a liter, which is typically the unit of measure used for a volume of consumable vapor products sold or distributed.

(e) The term "consumable vapor product" shall mean any nicotine liquid solution or combination of substances containing nicotine that is depleted when used in a vapor device.

(f) Vapor device - shall mean a device used to heat a consumable vapor product into an aerosol that can be ingested or inhaled, including, but not limited to, e-cigarettes, electronic cigarettes, vape pens and similar devices.

Sec. 2: - License Tax Imposed.
In addition to any applicable Business license fee otherwise imposed by separate Ordinance upon any Vapor Product Merchant Wholesaler or Retailer, every distributor or seller of consumable Vapor Products or devices shall pay a license tax to the city, and a license tax is hereby fixed and created, which license tax shall be a sum and amount equal to ten cents (\$0.10) per milliliter of consumable vapor product or devices sold or delivered within the corporate limits of the city.

Sec. 3: Exemptions on Purchases from other Distributors or Sellers.
Any person engaged as such seller or distributors in selling or distributing consumable vapor products purchased from other sellers or distributors who have paid the license thereon to the City of Creola as herein fixed shall be required to pay no license tax based on the sale of or delivery of such consumable vapor product so purchased into the City of Creola. In order to obtain the exemption provided in this section such seller or distributor must on or before the 20th day of each month file with the City of Creola or their designee a sworn written statement showing each and every purchase by such person of consumable vapor product during the calendar month next preceding as well as the name of the person from whom and the date on which purchased.

Sec. 4: Written Statement of Sales Must be Filed.
Each and every distributor, Wholesaler, or Retail Merchant, except such as are exempt from license tax under the provisions of Section 3 of this Ordinance, shall on or before the 20th day of each month file with the City of Creola or its designee, a sworn written statement which shall be a full, true, accurate and correct statement of the following:

(a) The amount of all consumable vapor products or devices sold or delivered by such distributor or seller within the corporate limits of the city, set out in milliliters of consumable vapor product.

(b) The amount and quantity of all consumable vapor products sold or delivered to any other distributor within the corporate limits of the city, set out in milliliters of consumable vapor products.

Sec. 5: Permit and License Tax for Distributor with No Place of Business in City or Police Jurisdiction.
It shall be unlawful for any distributor having no place of business within the corporate limits of the city to make any sales or deliveries of consumable vapor product therein, without first obtaining a business license from the City of Creola or its designee, and any such seller, wholesaler, or distributor shall be liable for and shall pay the same license tax as that fixed and levied in Section 2 of this Ordinance. Any such seller, wholesaler, retailer, or distributor who shall violate the provisions of this section shall be punished as hereinafter provided.

Sec. 6: Failure to File or Making False Statement.
If any seller or distributor fails or omits to make or file any statement herein required within the time specified or who shall make any false statement therein, shall be guilty of a continuing offense against the city and

OTHER PUBLIC NOTICES

each day during which said business or occupation is engaged in during such default shall constitute a separate offense.

Sec. 7. Payments Dates; Penalties for Failure to Make Payment
The license tax herein fixed shall be due by each person against whom the same is herein levied on the 20th day of each calendar month. The license tax herein fixed must be paid by each person against whom the same is herein levied and fixed on or before the 20th day of each month, being the time fixed for filing the statement based on sales and deliveries made during the preceding month. Any person failing or omitting to file and or pay said license tax within the said time period shall be guilty of an offense against the city, and such offense shall be a continuing offense, and each day during which said business or occupation is engaged during such default shall constitute a separate offense. Such license tax shall be increased by the addition thereto of penalties and interest.

Sec. 8: Duty to Furnish Information.
Upon demand of the City of Creola, or their designee, all such information as may be required for determination of the correct amount of license tax to which any person is subject shall be furnished to the city, and to that end it shall be the duty of such person, upon demand, to submit to the City of Creola, or their designee, auditor or representative, for inspection and examination all books of account, invoices, papers, pump meters, reports and memoranda containing entries showing the amount of purchases, sales, receipts, inventory and other information from which the correct amount of license tax to which he is subject may be determined including exhibition of bank deposit books and bank statements. Upon demand, it shall be unlawful for any person to fail or refuse to submit such records for such examination and inspection.

Sec. 9: Penalties for Violation.
Whoever shall violate any provision of this article shall, for each offense and for each and every day that such offense be subject to a fine of not more than \$500.00 and revocation of their business license and such further penalties as are provided by law.

Sec. 10: General License Ordinance Not Affected.
This article shall not be construed to repeal any of the provisions of the City's Business License Ordinance now in force or that may hereafter be adopted, and the amount of license taxes herein provided shall be additional to any amounts required to be paid under the said Business License Ordinance.

Sec. 11: Effect of this Ordinance on Past Actions and Obligations.
This ordinance shall become effect September 25, 2025, and shall thereafter be published in accordance with law. Nothing herein shall eliminate any other past obligations owed to the City by any person included in this Ordinance.

Sec. 12: Severability.
The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared by a court of competent jurisdiction unconstitutional, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph.

Sec. 13: Repealer.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. The adoption of this ordinance shall not abridge the right of the City Council to change, alter, increase or decrease any of the fees at any time.

PASSED, ADOPTED, AND APPROVED ON SEPTEMBER 25, 2025.

Attest: Donald Nelson, Mayor
Macy Brown, City Clerk
Call News October 8, 2025

**CITY OF CITRONELLE, ALABAMA
ORDINANCE NO. 2025-1357**

AN ORDINANCE TO LEVY A LOCAL EXCISE TAX AND REQUIRE BUSINESS LICENSES FOR THE SALE OF CONSUMABLE VAPOR PRODUCTS IN THE CORPORATE LIMITS OF THE CITY OF CITRONELLE

WHEREAS, pursuant to Title 11, Chapter 51, Article 2 of the Code of Alabama, 1975, municipalities are granted the authority to license and tax businesses operating within their jurisdiction; and WHEREAS, the City of Citronelle desires to establish an excise tax on consumable vapor product Wholesalers and Retailers; and also a gross-receipts-based business license requirement for Wholesalers and Retailers of consumable vapor products, in accordance with current state law;

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

That the Code of Citronelle, Alabama is hereby amended by adding an Article X to Chapter 14, which said Article reads as follows:

"ARTICLE 10. CONSUMABLE VAPOR PRODUCTS TAX AND LICENSE
SECTION 1. Definitions.
The following terms, as used in this article, shall have the respective meanings as follows:

a. "City" shall mean the City of Citronelle, an Alabama municipal corporation.

b. "Person" shall include every individual, partnership, limited liability company, association, limited liability partnership, or other form of organization engaged in any for-profit or not-for-profit activity.

d. "Consumable Vapor Product" shall mean license tax as that fixed and levied in Section 2 of this Ordinance. Any such seller, wholesaler, retailer, or distributor who shall violate the provisions of this section shall be punished as hereinafter provided.

Sec. 6: Failure to File or Making False Statement.
If any seller or distributor fails or omits to make or file any statement herein required within the time specified or who shall make any false statement therein, shall be guilty of a continuing offense against the city and

OTHER PUBLIC NOTICES

the end-user, whether from a storefront or online, and regardless of location.

i. "Gross Receipts" shall mean the total revenue received from the sale of consumable vapor products from all sources and before deductions.

j. "Milliliter (mL)" shall mean one thousandth of a liter, which is typically the unit of measure used for the volume of consumable vapor products sold or distributed.

k. "Business license" shall mean an annual license issued by the City for the privilege of doing any kind of business, trade, profession, or any other activity in the City.

SECTION 2. Excise Tax Imposed.
Every person who sells consumable vapor products, whether as a retailer, wholesaler, or both, shall pay an excise tax to the City, which is hereby fixed and established as follows:

Ten cents (\$0.10) per milliliter (mL) of consumable vapor products sold or delivered by them within the corporate limits of the City; and

SECTION 3. Exemptions from subsequent Excise Tax.
The excise tax established in Section 2 of this Ordinance shall only be charged one time on each unit of a consumable vapor product, thus, if a Wholesaler or Retailer purchases consumable vapor products from a Wholesaler who has already paid the City the excise tax as outlined in Section 2 above, no additional excise tax on the re-sale of such consumable vapor products shall be owed. However, to qualify for this exemption, such person must submit a sworn written statement to the City or its designee by the 20th of each month, detailing:

- All purchases of consumable vapor products made by such person in the preceding calendar month (Wholesaler's name, address, date of purchase, description of products, quantity of products); and
- Proof of the payment of the excise tax for the consumable vapor products by the Wholesaler to the City.

SECTION 4. Monthly Statement of Sales Required.
Each Wholesaler or Retailer of consumable vapor products shall submit a sworn written statement to the City or its designee by the 20th day of each month, providing:

1. The quantity in milliliters (mL) of all consumable vapor products sold or delivered by them within the corporate limits of the City; and

SECTION 5. Required Business Licenses.
Each person desiring to engage in the wholesale or retail sale of consumable vapor products in the City must first obtain a business license from the City under the applicable category:

- Retailers of consumable vapor products must be licensed under Paragraph 46 Merchant, Retail of Section 14-38 of the Code of Citronelle, Alabama.
- Wholesalers of consumable vapor products must be licensed under Paragraph 47 Merchant, Wholesale of Section 14-38 of the Code of Citronelle, Alabama as further provided in Section 14-20 of the Code of Citronelle, Alabama

The license must be renewed annually and remains subject to all provisions of the City's general business licensing ordinance.

SECTION 6. Out-of-City Wholesalers or Retailers.
Wholesalers or Retailers without a physical business location in the City who sell or deliver consumable vapor products within the corporate limits of the City must first obtain the required Citronelle business license and must fully comply with the filing and tax remittance requirements of the Code of Citronelle, Alabama.

SECTION 7. Failure to File or Submitting False Statements.
Any person who fails to file the required monthly statement, submits false information, or who fails to first obtain a business license before selling or distributing consumable vapor products shall be subject to a fine of up to \$500 per offense. Each day the person is in violation shall constitute a separate offense. In addition, such person shall be subject to their business license being revoked (if they have one) or not issued until all fines, fees, penalties, and interest have been paid.

SECTION 8. Payment Deadlines and Penalties.
The excise tax imposed by this ordinance is due on the 1st day of each month and must be paid no later than the 20th day of the same month. Failure to file and/or pay on time shall be considered a continuing offense, and each day shall constitute a separate offense. Penalties, fees and interest shall be added to any delinquent tax payment as provided by Chapter 14 of the Code of Citronelle, Alabama, as last amended.

SECTION 9. Duty to permit inspection and produce records.
Upon demand, it shall be the duty of all persons selling or distributing consumable vapor products in the corporate limits or police jurisdiction of the City to:

(a) Permit the designee of the City to enter and to inspect all portions of their place or places of business for the purposes of enabling said municipal designee to gain such information as may be necessary or convenient for determining the proper license classification, determining the correct amount of the excise tax, and/or determining their compliance with City ordinances, codes, and regulations;

(b) Furnish information, during reasonable business hours, at the person's place or places of business, all books of account, invoices, papers, reports and memoranda containing entries showing amount of purchases, sales receipts, inventory and other information from which the correct license tax classification of such person may be ascertained and the correct amount of excise tax to which they are subject may be determined, including exhibition of bank deposit books, bank statements, copies of sales tax returns to the State of Alabama, copies of Alabama income tax returns and federal income tax returns. Refusal to provide these documents is a violation of this ordinance.

OTHER PUBLIC NOTICES

SECTION 10. Penalties for Violations.
Any person who violates any provision of this ordinance shall be subject to a fine of up to \$500.00 per offense, with each day constituting a separate offense.

SECTION 11. No Impact on General Business License Ordinance.
This ordinance does not repeal any part of the City's existing Business License Ordinance. Taxes established herein are additional and cumulative to any other applicable license requirements.

SECTION 12. No Retroactive Effect.
This ordinance does not affect violations committed under prior ordinances or the validity of any bond or deposit made under prior rules. All such obligations remain in effect for their prescribed terms.

SECTION 13. Effective Date.
This ordinance shall become effective on October 1, 2025 following its adoption and lawful publication.

SECTION 14. Severability.
Each section, clause, sentence, and paragraph of this ordinance is severable. If any part is found to be illegal or unconstitutional, the remaining portions shall remain in effect.

SECTION 15. Repealer.
All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

Adopted this the 25th day of September, 2025.

Jason T. Stringer, Mayor
Attest:
Lori Bryan, City Clerk
Call News October 8, 2025

STORAGE SALE

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

7997: 5441 US-90, Mobile, AL 36619
Auction Date: 10/17/2025 at 1:15 PM
Units: 1180, 1325, 1334

Auction will be listed and advertised on [www. storage treasures.com](http://www.storage treasures.com). Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

Call News October 8, 2025

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

7403: 429 Bel Air Blvd, Mobile, AL 36606
Auction Date: 10/17/2025 at 12:00 PM
Units: 118, 245, 1126, 1217, 1293, 1304

Auction will be listed and advertised on [www. storage treasures.com](http://www.storage treasures.com). Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

OTHER PUBLIC NOTICES

Call News October 8, 2025

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

7926: 3679 Airport Blvd, Mobile, AL 36608
Auction Date: 10/17/2025 at 12:30 PM
Units: 2024, 2076, 2084, 2112, 3033, 3276

Auction will be listed and advertised on [www. storage treasures.com](http://www.storage treasures.com). Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

Call News October 8, 2025

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

3259: 8781 Airport Blvd, Mobile, AL 36608
Auction Date: 10/17/2025 at 11:00 AM
Units: K735, K795, K810

Auction will be listed and advertised on [www. storage treasures.com](http://www.storage treasures.com). Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

Call News October 8, 2025

PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022

NOTICE is hereby given that at 2:00 p.m. on Thursday, October 16, 2025, in the Auditorium of Mobile Government Plaza, 205 Government Street, Mobile, Alabama, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council amendments of Appendix A, Downtown Development District, of the City of Mobile Unified Development Code, adopted July 12, 2022 by the City Council.

The proposed amendments to Appendix A reorganize the format, layout and sequence of the Downtown Development District regulations for clarity, process and ease of use. Changes for clarity include explaining the steps and order of the development review process, eliminating ambiguity about signage and revising the parking lot perimeter screening requirements. Changes for process include the elimination of the Consolidated Review Committee and its associated separate review process, replacing it with a staff-level review. Changes regarding the ease of use include the provision of more illustrations and the consolidation of information from paragraphs throughout

OTHER PUBLIC NOTICES

the document into tables. Conflicts with the Building Code regarding transparency requirements have been eliminated.

The Downtown Development District regulations will be reorganized into the following Sections:

Appendix A Downtown Development District
Section 1. General Provisions
Section 2. Administrative Procedures
Section 3. Zoning Sub-Districts
Section 4. Use Regulations
Section 5. Development Standards
Section 6. Frontage Standards
Section 7. Building Design and Material Standards
Section 8. Nonconformities
Section 9. Definitions and Rules of Construction

The amendments can be viewed on the City of Mobile's website at: <https://mapformobile.org/udc/>

A copy of the proposed amendments are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602.

Those desiring to submit written comments may email them to planning@cityofmobile.org, submit them through the website noted above, or mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602. Written comments must be received by noon on Friday, October 10, 2025.

Call News September 24 and October 1,8, 2025

Send Legals to
legalsthecallnews.com
preferred format is Microsoft Word
or copy ad and paste into email body.
5 p.m. Monday deadline

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WITH BILL FINCH
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1065

55 hours of LOCAL talk weekly

Item # 4 Attachment

Planning Commission Agenda

PowerPoint Presentation

October 16, 2025



Mobile Planning Commission Agenda

October 16, 2025 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

	Mr. John W. “Jay” Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
	Mr. Kirk Mattei, Vice Chairman		Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary		Mr. Josh Woods (CC)
	Mr. Harry Brislin, IV		Mr. Kenny Nichols (S)
	Mr. Larry Dorsey		Ms. Ellie Edwards (S)
	Mr. Chad Anderson		
(S) Supernumerary (MD) Mayor’s Designee (AO) Administrative Official (CC) City Council Representative			

EXTENSIONS

1. SUB-002990-2024

Location: 261 Rickarby Street
Subdivision Name: Woodcock Place Subdivision
Applicant / Agent: Terry Harbin
Council District: District 2
Proposal: Extension of the approval of a 22 lot-lot subdivision, 4.23± acres

NEW ITEMS

2. SUB-003479-2025

Location: 501 Bel Air Boulevard
Subdivision Name: 501 Bel Air Subdivision
Applicant / Agent: Richard Henry, A and R, LLC
Council District: District 5
Proposal: Subdivision of 1 lot, 2.34± acres

3. SUB-003469-2025

Location: 240 Barnes Avenue
Subdivision Name: Marc Henry Subdivision
Applicant / Agent: MHA Capital, LLC
Council District: District 7
Proposal: Subdivision of 3 lots, 0.55± acres

4. SUB-003450-2025

Location: 4828 Todd Acres Drive
Subdivision Name: Evergreen Gardens Subdivision, Resubdivision of Lot 190
Applicant / Agent: Kevin Falkos
Council District: District 4
Proposal: Subdivision of 5 lots, 1.27± acres

5. SUB-003478-2025

Location: 4595 Commerce Boulevard South & 6137 Todd Acres Drive
Subdivision Name: Todd Acres Industrial Park Subdivision, Resubdivision of Lot A, Resubdivision of Lots 5 & 6
Applicant / Agent: Charles D. Tisher, Jr., PE, Clark Geer Latham & Associates
Council District: District 4
Proposal: Subdivision of 5 lots, 241.7± acres

6. SUB-003475-2025

Location: 5070 Old Shell Road
Subdivision Name: The Cottages at Spring Hill Subdivision
Applicant / Agent: 195, LLC
Council District: District 7
Proposal: Subdivision of 7 lots, 0.57± acres

7. SUB-SW-003458-2025

Location: 2453 Eslava Creek Parkway
Applicant / Agent: Sheet Metal Workers Local Union 441 Apprentice (George R. Cowles, EIT, CMG Engineers, Inc., Agent)
Council District: District 5
Proposal: Request to waive the construction of a sidewalk along Eslava Creek Parkway.

8. SUB-SW-003464-2025

Location: 691 Dekle Drive
Applicant / Agent: Boswell Holdings, Inc. (George R. Cowles, EIT, CMG Engineers, Inc., Agent)
Council District: District 2
Proposal: Request to waive the construction of a sidewalk along Dekle Drive.

9. SUB-SW-003476-2025

Location: 1080 Montlimar Drive
Applicant / Agent: AWDDS Montlimar, LLC (Thomas Dreesman, Agent)
Council District: District 5
Proposal: Request to waive the construction of sidewalks along Montlimar Drive and Carlyle Close East.

10.SUB-003441-2025 & ZON-CUP-003466-2025

Location: 2574 & 2664 Sollie Road
Subdivision Name: Luke 4:18 Fellowship 2025 Subdivision
Applicant / Agent: Luke 4:18 Fellowship
Council District: District 6
Proposal: Subdivision of 1 lot, 12.43± acres; and Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

11.SUB-003440-2025 & ZON-UDC-003443-2025

Location: 2243, 2245, 2345, & 2509 Halls Mill Road
Subdivision Name: Farmers Market of Mobile County Subdivision
Applicant / Agent: Sketchy Investments, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
Council District: District 3
Proposal: Subdivision of 1 lot, 12.0± acres; and Rezoning from Community Business Suburban District (B-3) to Office Distribution District (B-5).

OTHER BUSINESS

Review of Minutes from the following Planning Commission meetings:

- May 16, 2024
- June 20, 2024
- July 18, 2024
- August 15, 2024

Public Hearing:

Chapter 65, Unified Development Code, Appendix A – Downtown Development District

- Amendments to Appendix A to reorganize the format, layout, and sequence of the Downtown Development District regulations for clarity, process, and ease of use.

Public Hearing

DDD Amendments

October 16, 2025

1

PROJECT OVERVIEW

1. **Fall 2024:** Began assessment of DDD for effectiveness
2. **October 2024:** Met with stakeholders and toured the DDD
3. **March 2025:** Prepared DDD Assessment, with recommendations to reorganize DDD for user-friendliness
4. **August 2025:** Developed an updated DDD and met with stakeholders

2

PURPOSE AND SCOPE OF DDD UPDATES

1. Make regulations more user-friendly without changing meaning
2. Clarify sub-district and frontage standards with new graphics that illustrate how to apply the regulations
3. Correct errors and eliminate ambiguities

3

BETTER ORGANIZED FOR EASE OF USE

Nine articles that group similar provisions together

- A. Zoning sub-district regulations consolidated into one major section
- B. Frontage standards consolidated into one major section
- C. Development standards (parking, landscaping, fences and walls, signs) consolidated into one major section

4

MORE USER-FRIENDLY

Reorganized into nine articles that group similar provisions together

Section 1	General Provisions
Section 2	Administrative Procedures
Section 3	Zoning Sub-Districts
Section 4	Use Regulations
Section 5	Development Standards
Section 6	Frontage Standards
Section 7	Building Design and Material Standards
Section 8	Nonconformities
Section 9	Definitions and Rules of Construction

5

TEXT REORGANIZED INTO TABLES

2. Building height is limited to the following maximum heights:
 - (a) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where the maximum height shall be three (3) stories, and in T-4,
 - (b) Three (3) stories in T-5.1,
 - (c) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories; and
3. Parking deck height is limited to the following maximum heights:
 - (a) Thirty-four (34) feet in T-5.1,
 - (b) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, and SD-WH and Municipal, and
 - (c) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street and in T-6.



Table 9.2: Maximum Building and Parking Structure Height

Sub-district and frontage	Maximum building height (stories)	Maximum parking structure height (feet)
T-3		
<i>Civic Center site</i>	3	n/a
<i>All other T-3 lands</i>	2	n/a
T-4	2	n/a
T-5.1	3	34
T-5.2		
<i>Fronting Bienville Sq</i>	8	60
<i>Fronting west side of Clairborne Street on Civic Center site</i>	16	80
<i>All other T-5.2 lands</i>	5 stories	60
T-6	No maximum	80
Municipal	4	60
Open	4	n/a
SD-WH	6	60

6

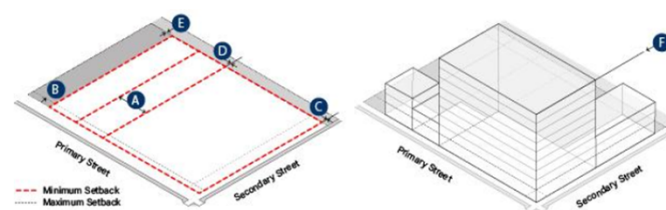
REGULATIONS CLARIFIED

1. Sub-districts organized in the same way as districts in the UDC.
2. New tables consolidate sub-district dimensional standards, transparency and frontage requirements, and include new illustrative graphics.
3. Frontage standards placed in one-page tables that include all relevant frontage requirements and include new illustrative graphics.
4. Requirements for modifications to existing buildings are placed in tables.

7

SUB-DISTRICT STANDARDS CONSOLIDATED

Table 3.2: T-6 Dimensional and Intensity Standards



Site features	
Lot area (sf), min	No minimum
Lot width (ft), min max	A 14 No maximum [1]
Building per lot, max	No maximum
Building coverage (% of site), max	No maximum
Setback, primary buildings	
Primary frontage (ft), min max	B 0 10 [2] [3]
Secondary frontage (ft), min max	C 0 12 [3]
Side (ft), min	D No minimum

Building Form	
Height, max	F No maximum
Frontage Types	
Lawn	● = Permitted
Terrace	
Stoop	●
Common Entry	
Pedestrian forecourt	●
Vehicular forecourt	●

8

FRONTAGE STANDARDS CONSOLIDATED

Table 6.9: Lawn Frontage Type Standards

Site features	Applicable Sub-districts						
	T-6	T-5 (both)	T-4	T-3	Municipal	Open	
Finished floor elevation, first floor (min max)	A						16 in 48 in (measured from average grade at property line) As required to comply with flood elevation requirements
Encroachment depth (max)							
Porches, stairs, ramps	B						50 percent of front setback depth, min porch depth of 8 ft 100 percent of front setback depth, min porch depth of 4 ft
Bay windows, roof overhangs, cornices, windows and door surrounds, other façade decorations	B						2 ft
Stoops	B						4 ft (may be covered by a roof structure supported by columns or wall brackets)
Fences							
Front property line and side lot lines to façade of building, max height							4 ft
Along side and rear property lines behind front façade, max height							8 ft 10 ft
							Wood picket, wood slat, wood lattice, iron or steel, brick,

9

STREAMLINE PROCESSES, CORRECT ERRORS, AND ELIMINATE AMBIGUITIES

Streamline administrative process and provide clarity

1. Clarifies steps and order of development review process
2. Eliminates CRC—Planning Director and staff review applications

Address key trouble points in development standards

1. Cleans up ambiguities about signs
2. Updates transparency requirements to comply with building code
3. Clarifies parking lot screening standards

10

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 2574 and 2664 Sollie Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **October 28, 2025**, a public hearing will be held on the **2nd** day of **December, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Conditional Use Permit for property located at 2574 and 2664 Sollie Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on September 10, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, located at 2574 & 2664 Sollie Road and described as follows:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on October 16, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

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

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

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

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

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;

4. Provision of a photometric lighting plan when submitting for Land Disturbance permits;
and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

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



OFFICE OF THE CITY COUNCIL

October 22, 2025

Honorable William S. Stimpson
Mayor
City of Mobile

Dear Mayor Stimpson:

Please transfer \$4,020.00 from District 7's Discretionary Funds to Traffic Engineering assist with the replacement of signs and poles, a total of five in District 7. The contact person is Jennifer White, Traffic Engineering Department. She can be contacted by dialing (251)208-2960, or via email at whitej@cityofmobile.org. Thank you for your attention to this matter.

Sincerely,

Gina Gregory
Mobile City Council
District 7

GG/pb

cc: Donna Bryars
Vilater Green
Ricardo Woods
Paul Carbo
Lisa Carroll Lambert
Lana Gauthier
Tierney Leverette
Karen Williamson
Brandi Montgomery
Scott Collins
Tiffany Levy
Lisa Roberts
Kathy Scott

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of December, 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 5th day of November, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2574 & 2664 Sollie Road.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, subject to the following proposed conditions: 1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver; 2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code; 3. Revision of the site plan to provide pedestrian safety aisles within the parking lot; 4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

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 September 10, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District, located at 2574 & 2664 Sollie Road and described as follows:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on **October 16, 2025**, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

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

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;

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

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

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

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

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

Adopted:

Lisa Lambert, City Clerk

**Martin Dorsett
Luke 4:18 Fellowship, Inc.
2574 & 2664 Sollie Road
Council District 6
Josh Woods**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

October 23, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on **October 16, 2025**, considered the request of **Martin Dorsett (Luke 4:18 Fellowship, Inc.)**, for a Conditional Use Permit **to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District** for the property located at **2574 & 2664 Sollie Road**.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit. The proposed use:

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

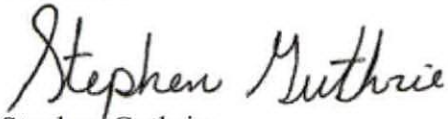
As such, the Planning Commission voted to recommend approval of the Conditional Use Permit

to the City Council, subject to the following conditions:

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

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 _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2574 & 2664 Sollie Road**.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to **allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District**. If approved, the Conditional Use Permit will **allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District**, subject to the following proposed conditions: 1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver; 2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code; 3. Revision of the site plan to provide pedestrian safety aisles within the parking lot; 4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

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.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 17, 2025

Luke 4:18 Fellowship
2664 Sollie Road
Mobile, Alabama 36695

Re: 2574 & 2664 Sollie Road
ZON-CUP-003466-2025
Luke 4:18 Fellowship 2025 Subdivision
District 6
Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District

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

At its meeting on October 16, 2025, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

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

ZON-CUP-003466-2025 2574 & 2664 Sollie Road
October 17, 2025

8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. The request shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the site plan to provide a public sidewalk and pedestrian connection, or obtaining of a Sidewalk Waiver;
2. Revision of the site plan to provide a residential buffer along the South property line in compliance with Section 64-3-8 of the Unified Development Code;
3. Revision of the site plan to provide pedestrian safety aisles within the parking lot;
4. Provision of a photometric lighting plan when submitting for Land Disturbance permits; and
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to the application being submitted to the City Council for consideration.

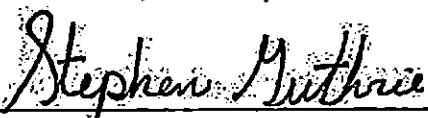
The advertising fee for this application based on the current legal description is **\$414.96**. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

P.O. BOX 1827 ■ MOBILE, ALABAMA 36633-1827



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:	Martin Dorsett	
Firm:	Luke 4:18 Fellowship. Inc.	
Phone:	(251) 401-0774	
Email:	martin@luke418fellowship.org	
Address:	2664 Sollie Road, Mobile AL. 36695	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Luke 4:18 Fellowship. Inc.	John Sprinkle, PE
Firm:		Speaks & Associates
Phone:	(251) 401-0774	(251) 666-4646
Email:	martin@luke418fellowship.org	john@speaks.cc
Address:	2664 Sollie Road, Mobile Al. 36695	732 Oak Circle Dr. W. Mobile Al. 36609

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 3664 Sollie Road, Mobile Al. 36695 12.43 Acres

Property Address Property Area (acres or square feet)
 Key Numbers 02246117 and 04007509

Parcel Number(s) or Key Number(s)
 R-1 Single-Family Residential

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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


 Owner Signature

9/10/2025
 Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

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

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	Religious Facility

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

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

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

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

The site has the existing Luke 4:18 Fellowship Church and the addition of the new Youth Building will provide a place for the youth of the surrounding neighborhoods to gather safely.

Mixed Commercial Corridor

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.

The site are is surrounded by Residential Houses to the east, west, and south of the property, with commercial businesses to north along Cottage Hill Road. The main property of this application has existing Luke 4:18 Fellowship Church on the property.

The new construction will be compatible with the existing church complex.

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

The adjacent property to the east, southwest, and south is residential lots that have been developed. The property to the north and west is commercial property that has been developed. The proposal will not impact the development or improvement of the adjacent properties.

5. Please provide the following information:

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

The existing structure located at 2664 Sollie Road is 37 feet tall with a steeple height of 91 feet.

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

The site is surrounded by trees to the north, west, and south.

- ☐ Lighting:

The site has site lighting in the parking lot and around the exterior of the existing building.

- ☐ Hours of operation:

Monday -Thursday 9:00 am till 4:00 pm and Friday 9:00 am till 12:00. for the administration.

Gatherings for Student ministry on Wednesday nights from 6:00 till 8:30 pm and Sunday mornings from 9:00 till 10:00 am.

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

Other uses for congregational events as needed.

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.

The new site proposal will have a storm water detention pond that will provide storage as required by the city of mobile.

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

The property has water and sewer services provided by MAWSS

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

The site is surrounded by trees on the north, west, south side, and by Luke 4:18 Fellowship Church building on the east side.

The trees will cut down most of the noise, dust, and other conditions.

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](#).

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Description of proposal and justification

The proposed project is the addition of a new youth and administration building at Luke 4:18 Fellowship Church. The building will be a single-story metal frame building with a red brick front, metal sides, and back with a concrete walk along the front and north side. The back of the building will have a concrete patio for outside meetings. The building will have nine offices, a conference room, a copy/break room, restrooms, a soda area, an open area, and a stage. The building will be used daily by administrative operations for the church with 16 employees. Monday - Thursday 9:00 am till 4:00 pm and Friday 9:00 am till 12:00. Also, gatherings for Student Ministry on Wednesday nights from 6:00 till 8:30 for 75-100 people and Sunday mornings from 9:00 till 10:00 for 50-75 people. The building will be used for congregational events as needed.

The ne building is required because the existing building has become to small to house the growing population.



Re: Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>
Date Thu 9/11/2025 1:47 PM
To john@speaks.cc <john@speaks.cc>
Cc mdorsett59@gmail.com <mdorsett59@gmail.com>

Good afternoon,

We have completed our review of the above-referenced 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, **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, October 1, 2025**.

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, September 15, 2025**, the case will be scheduled for the **October 16, 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
 <https://www.buildmobile.org/assets/images/logo.png>
dlogananderson@cityofmobile.org
(251) 208-5895 main

From: Anderson, Logan <dlogananderson@cityofmobile.org>
Sent: Wednesday, September 10, 2025 12:11 PM
To: john@speaks.cc <john@speaks.cc>
Cc: mdorsett59@gmail.com <mdorsett59@gmail.com>
Subject: Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

Good afternoon,

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

- 1. Owner Authorization:** The application was signed by Martin Dorsett; however, we are unable to verify Mr. Dorsett's affiliation with Luke 4:18 Fellowship. Please provide one of the following to satisfy this requirement:
 - An authorization letter issued by Luke 4:19 Fellowship explicitly authorizing Mr. Martin Dorsett to act on their behalf; or
 - Documentation confirming that Mr. Martin Dorsett is an officer or authorized agent of Luke 4:18 Fellowship.
- 2. Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, October 1, 2025**.
Note: To date, no information regarding the required Neighborhood Meeting has been received.
- 3. Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Conditional Use Permit site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

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, September 15, 2025**, the application will be considered **partially complete** and placed on the agenda for the **October 16, 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 **October 1, 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

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

Martin Dorsett, Luke 4:18 Fellowship (ZON-CUP-003466-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Wed 9/10/2025 12:11 PM

To john@speaks.cc <john@speaks.cc>

Cc mdorsett59@gmail.com <mdorsett59@gmail.com>

Good afternoon,

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 - An authorization letter issued by Luke 4:19 Fellowship explicitly authorizing Mr. Martin Dorsett to act on their behalf; or
 - Documentation confirming that Mr. Martin Dorsett is an officer or authorized agent of Luke 4:18 Fellowship.
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Note: To date, no information regarding the required Neighborhood Meeting has been received.
3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Conditional Use Permit site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

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, September 15, 2025**, the application will be considered **partially complete** and placed on the agenda for the **October 16, 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 **October 1, 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

BUILD **MOBILE**

dlogananderson@cityofmobile.org

(251) 208-5895 main

Luke 4:18 Fellowship Parking

Building Area	
Existing	(S.F.)
Group	15000
Other	22300

New	(S.F.)
Group	8270
Other	5180

Required Parking			
	(S.F.)	Space/s.f.	Spaces
Group	23270	150	155
Other	27480	500	55
		Total =	210

Provided Parking			Total	ADA Required
	Regular	Handicap		
Existing	285	16	301	8
New Layout	282	18	300	7

Required Bicycle Parking			1st 10,000	Add. 10,000	Total
New	(S.F.)	Total			
Group	8270	13450	2	1	3
Other	5180				

Prepared By: Speaks and Associates



LUKE 4:18 FELLOWSHIP

DAVID L. BULLOCK
SENIOR PASTOR

Luke 4:18 Fellowship, Inc Trustees as of 5/4/2023

Jimmy Lambert
3809 Ryan Ct
Theodore, AL 36582

Daniel Barber
3100 James Madison Dr. W.
Mobile, AL 36693

James Shore
6770 Deanna Ct
Mobile, AL 36693

Martin Dorsett
6525 Bay Rd
Mobile, AL 36605

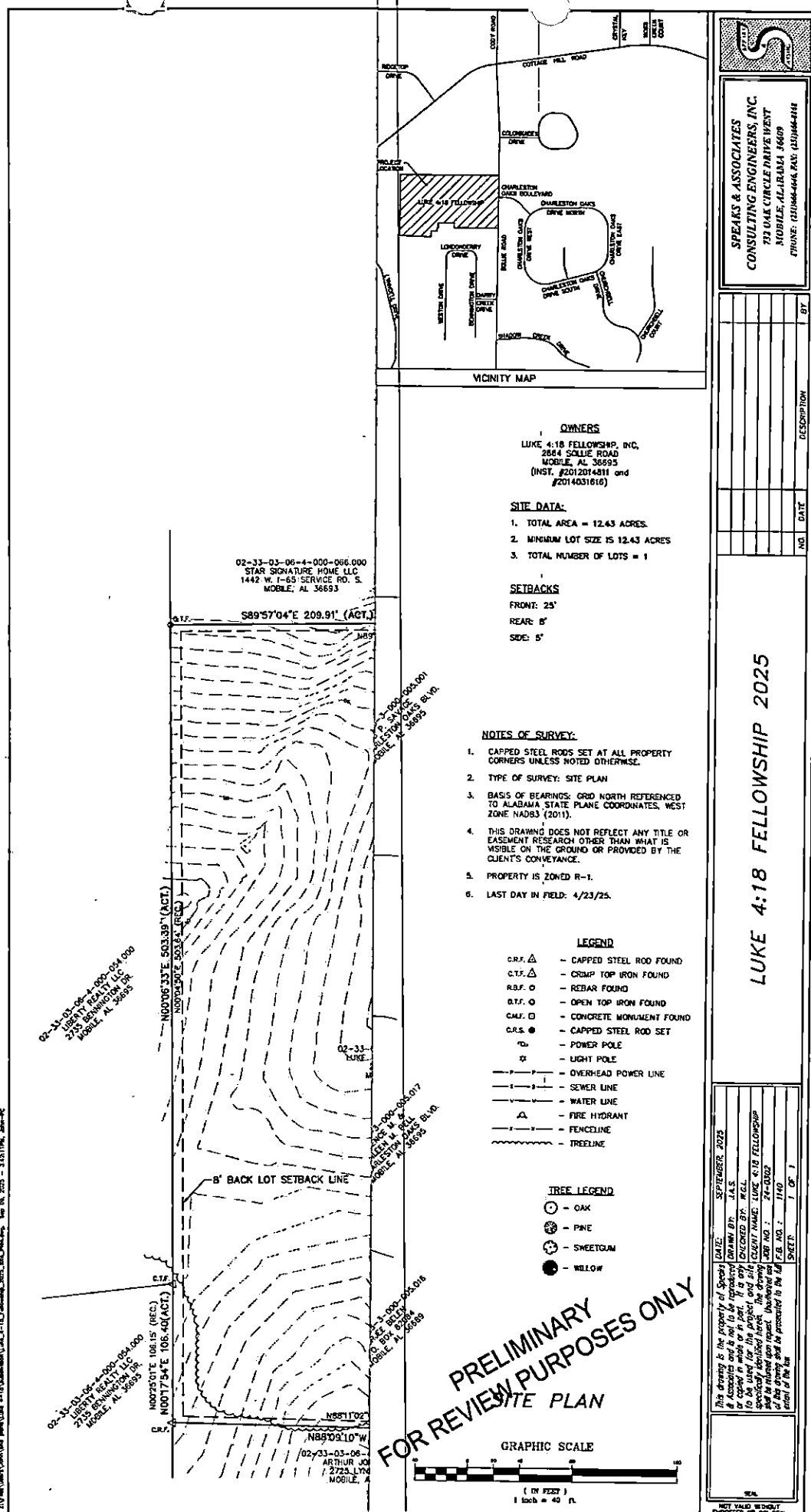
William Flagge
2240 Milner Way
Mobile, AL 36695

STATE OF ALABAMA:
COUNTY OF MOBILE:

LOT 1, LUKE 4:18 FELLOWSHIP AS RECORDED IN MAP BOOK 126, PAGE 100 IN THE
RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 LUKE 4:18 FELLOWSHIP (MB 126, PG 100); THENCE RUN SOUTH 00°20'55" WEST ALONG THE WEST LINE OF LUKE 4:18 FELLOWSHIP, A DISTANCE OF 528.23 FEET TO A POINT; THENCE RUN NORTH 89°36'55" EAST A DISTANCE OF 12.88 FEET TO A POINT; THENCE RUN SOUTH 02°17'51" WEST A DISTANCE OF 36.01 FEET TO A POINT; THENCE RUN SOUTH 89°28'40" WEST A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN SOUTH 02°20'05" WEST A DISTANCE OF 56.81 FEET TO A POINT; THENCE RUN NORTH 88°09'10" WEST A DISTANCE OF 310.98 FEET TO A POINT; THENCE RUN NORTH 00°17'54" EAST A DISTANCE OF 106.40 FEET TO A POINT; THENCE RUN NORTH 00°06'33" EAST A DISTANCE OF 503.39 FEET TO A POINT; THENCE RUN SOUTH 89°57'04" EAST A DISTANCE OF 209.91 FEET TO A POINT; THENCE RUN NORTH 89°20'17" EAST A DISTANCE OF 153.46 FEET TO THE POINT OF BEGINNING. CONTAINS 12.43 ACRES.



JAMES & JENNY HAWKINS 7140 LONDONDERRY DR. MOBILE, AL. 36695	RONALD & SARAH YANCEY 7160 LONDONDERRY DR. MOBILE, AL. 36695	KATHRYN HOWARD 2710 WESTON DR. MOBILE, AL. 36695
CYNTHIA M. JONES 2733 LYNNDILL DR. MOBILE, AL. 36695	PATRICIA M. JOHNSON 2725 LYNNDILL DR. MOBILE, AL. 36695	CURTIS & VALERIE BODART 2723 LYNNDILL DR. MOBILE, AL. 36695
FRANK & MARIE COLLIER 2661 LYNNDILL DR. MOBILE, AL. 36695	MICHAEL & PRISCILLA SMITH 2740 WESTON DR. MOBILE, AL. 36695	GABRIEL SIMM 2744 LYNNDILL DR. MOBILE, AL. 36695
HOWARD STEWART & MARGARITA STEWART 2759 LYNNDILL DR. MOBILE, AL. 36695	DEANDRE LACY 2700 LYNNDILL DR. MOBILE, AL. 36695	LUKE 4:18 FELLOWSHIP INC. 2664 SOLLIE RD. MOBILE, AL. 36695
CHERYL MCDOLE & KIMBERLY BURDEN 7180 LONDONDERRY DR. MOBILE, AL. 36695	PRIME DESIGN HOMES LLC 6341 PICCADILLY SQUARE DR. B MOBILE, AL. 36609	DARBY CREEK HOMEOWNERS ASSOC. INC. C/O HERMAN LEE 2730 BENNINGTON DR. MOBILE, AL. 36695
CLARENCE M. BALL JR. 1 SOUTHERN WAY MOBILE, AL. 36619	ARTHUR JOHNSON JR. 2725 LYNNDILL DR. MOBILE, AL. 36695	LIBERTY REALTY LLC 1 2735 BENNINGTON DR. MOBILE, AL. 36695
PSGC PROPERTIES LLC 729 DESTINY PLANTATION BLVD. BILOXI, MS. 39532	COTTAGE AIR OFFICE BUILDING LLC C/O CLIMATE CONTROL 3230 RIVERVIEW POINT DR. THEODORE, AL. 36582	CARPENTER HOMES INC. 7267 COTTAGE HILL RD. MOBILE, AL. 36695
STAR SIGNATURE HOME LLC. 1442 W. 165 SERVICE RD. S. MOBILE, AL. 36693	JAMES E. WILLIAMS 2752 LYNNDILL DR. MOBILE, AL. 36695	RICHARD & JANETTE BEAN 2761 LYNNDILL DR. MOBILE, AL. 36695
JAMES PETER BERSCHIEDT & JENNIFER BERSCHIEDT 2612 CHARLESTON OAK DR. W. MOBILE, AL. 36695	JANIS P. SAVAGE 7054 CHARLESTON OAKS BLVD. MOBILE, AL. 36695	DORJEE BELEN P.O. BOX 82084 MOBILE, AL. 36689
LAWRENCE M. PELL & KATHLEEN M. PELL 7051 CHARLESTON OAKS BLVD. MOBILE, AL. 36695	EARL D. ROGERS & LISA ANN ROGERS 2608 CHARLESTON OAKS DR. W. MOBILE, AL. 36695	MOHAMMAD AZMEER 2735 BENNINGTON DR. MOBILE, AL. 36695

HERMAN E. LEE JR. &
MARY D. LEE
2730 BENNINGTON DR.
MOBILE, AL. 36695

EUGENE & LAURA SULLIVAN
2616 CHARLESTON OAK DR. W.
MOBILE, AL. 36695

COLONNADE DEVELOPMENT INC
P.O. BOX 91206
MOBILE, AL. 36691

GERALD HARGROVE
7120 LONDONDERRY DR.
MOBILE, AL. 36695

JOSH WOODS, DISTRICT 6
GOVERNMENT PLAZA BUILDING
P.O. BOX 1827
MOBILE, AL. 36633-1827

PLANNING AND ZONING
GOVERNMENT PLAZA BUILDING
P.O. BOX 1827
MOBILE, AL. 36633-1827

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Agenda Item # 10

SUB-003441-2025 & ZON-CUP-003466-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Conditional Use Permit](#)

DETAILS

Location:

2574 & 2664 Sollie Road South

Subdivision Name:

Luke 4:18 Fellowship 2025 Subdivision

Applicant / Agent:

Luke 4:18 Fellowship

Property Owners:

Luke 4:18 Fellowship Inc.

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Mixed Commercial Corridor

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.
- Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

Commission Considerations:

1. Holdover

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	10	DATE	October 16, 2025
APPLICANT	Luke 4:18 Fellowship 2025 Subdivision		
REQUEST	Subdivision, Conditional Use Permit		
			 NTS

SITE HISTORY

A portion of the site was made a legal lot of record via Luke 4:18 Fellowship Subdivision, a one (1)-lot subdivision approved by the Planning Commission in October 2011 when the site was within the five-mile Planning Jurisdiction.

The site was develop prior to annexation for use as a religious facility.

The site was annexed into the City in July 2023 and was subsequently assigned its current R-1, Single-Family Residential Suburban District zoning classification.

The site has never had any cases before the Board of Zoning Adjustment.

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. Provide a written legal description for the new proposed subdivision boundary.
- 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.

Conditional Use Permit:

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. 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 legal lot of record and one (1) existing metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The site has frontage along Sollie Road South, a component of the Major Street Plan identified as a Major Collector Street with a planned 100-foot-wide right-of-way. As dedication was given with the recording of Luke 4:18 Fellowship Subdivision in 2012 to provide 50 feet from the centerline of Sollie Road South, no additional frontage dedication should be required. However, if approved, the plat should be revised to label the 50-foot right-of-way width from the centerline of Sollie Road South to the front property line of the site, and to also

provide the current total right-of-way width of Sollie Road South. The street label should be corrected to read "Sollie Road South".

The required 25-foot front yard setback line should be retained on the Final Plat, if approved, but the 5-foot side yard and 8-foot rear yard setback lines should be removed from the plat. The SETBACKS table should also be revised to remove the side and rear setbacks.

The proposed lot meets the minimum size requirements of the Unified Development Code (UDC) and, if approved, the plat should be revised to label the lot with its size in both square feet and acres, or a table should be furnished on the Final Plat providing the same information.

Conditional Use Permit

The applicant is proposing a new youth and administration building on the church property, as well as an expansion of the developed site. Section 64-2-24 Use Table of the Unified Development Code (UDC) requires a Conditional Use Permit for a religious facility in an R-1 District, or any expansion thereof. A Neighborhood Meeting is also required prior to the application being presented to the Planning Commission, and the applicant has held such a meeting.

The site is bordered on the North, West and South by R-1, Single-Family Residential Suburban District zoning classifications in use as single-family dwellings or vacant land. To the East across Sollie Road South is R-3, Multi-Family Residential Suburban District zoning in use as a single-family residential subdivision.

The applicant states that the new building is required because the existing building has become too small to house the growing congregation.

The site plan submitted with the application depicts the existing church building and associated parking areas along with the proposed new building. However, the site plan does not provide any information on the square footage of either the existing building or the proposed building; no parking calculations based on the square footage of group seating areas or other areas; no bicycle parking based upon total building square footages. Existing and proposed building square footages are necessary in order to determine if the increase in square footage is 50% or more, which would require full compliance with the landscaping and tree planting requirements for the site.

Furthermore, the site plan does not provide a public sidewalk within the right-of-way and no pedestrian connection from the public sidewalk to the main building entrance, as required by the UDC. No information regarding dumpsters is provided, and no residential buffer is provided.

To summarize, the site plan does not meet the design standards of Article 3, Section 64-3, of the Unified Development Code (UDC). If the Commission should approve the proposed expansion, and prior to forwarding the plan to the City Council, the site plan should be revised to illustrate compliance with Article 3, Section 64-3 of the UDC and be approved by Planning and Zoning.

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:

The Planning Commission should consider a holdover of the request to the November 20th meeting to be considered concurrently with the Conditional Use Permit request.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

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

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

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

Considerations:

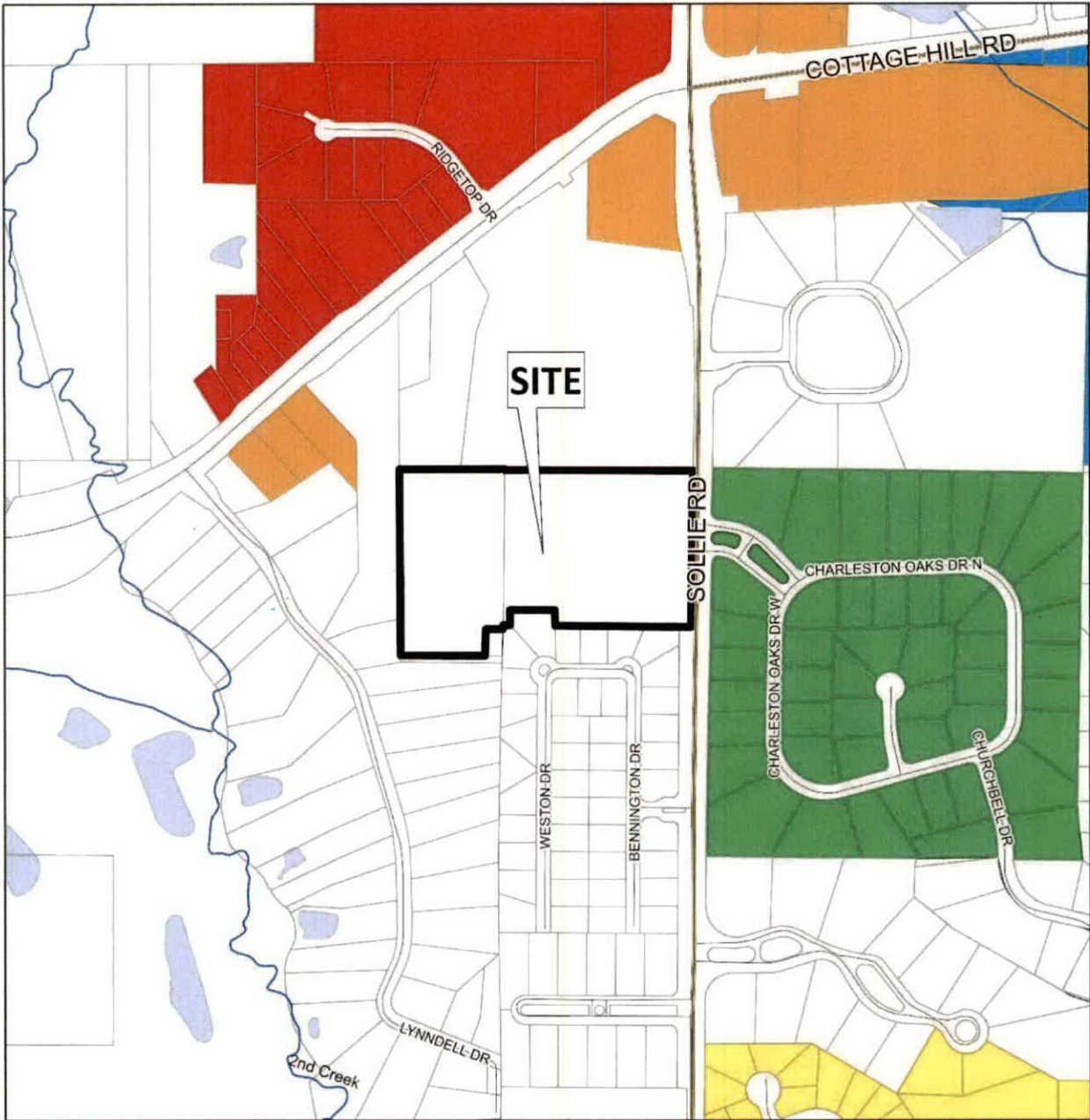
Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

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 Planning Commission should consider a holdover of the request until the November 20th meeting, with additional information submitted no later than November 6th, to allow the applicant to address the following:

1. Retention Revision of the site plan to illustrate compliance with the development standards of Article 3 of the Unified Development Code.

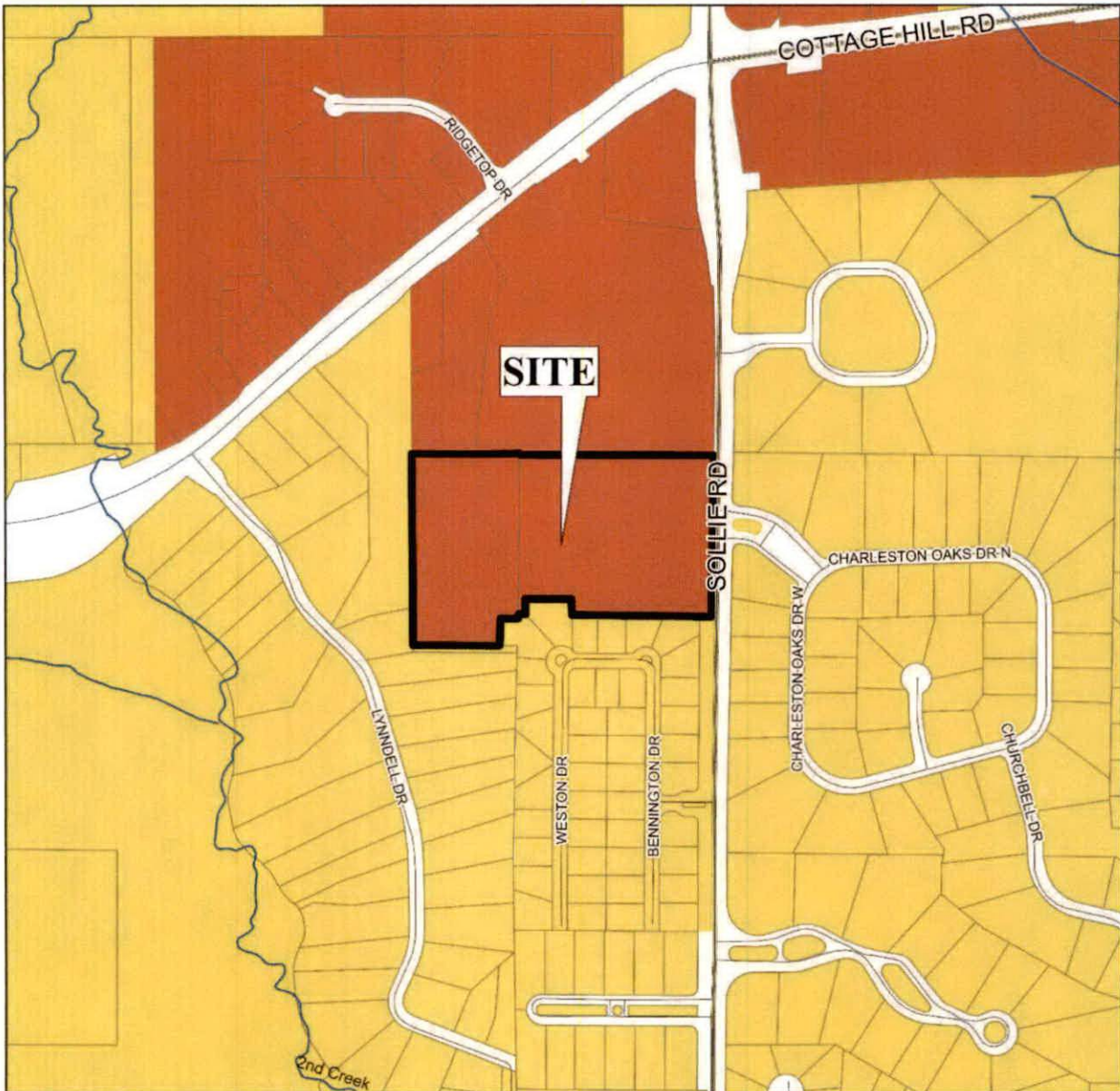
LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE October 16, 2025
APPLICANT Luke 4:18 Fellowship 2025 Subdivision
REQUEST Subdivision, Conditional Use Permit



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 16, 2025

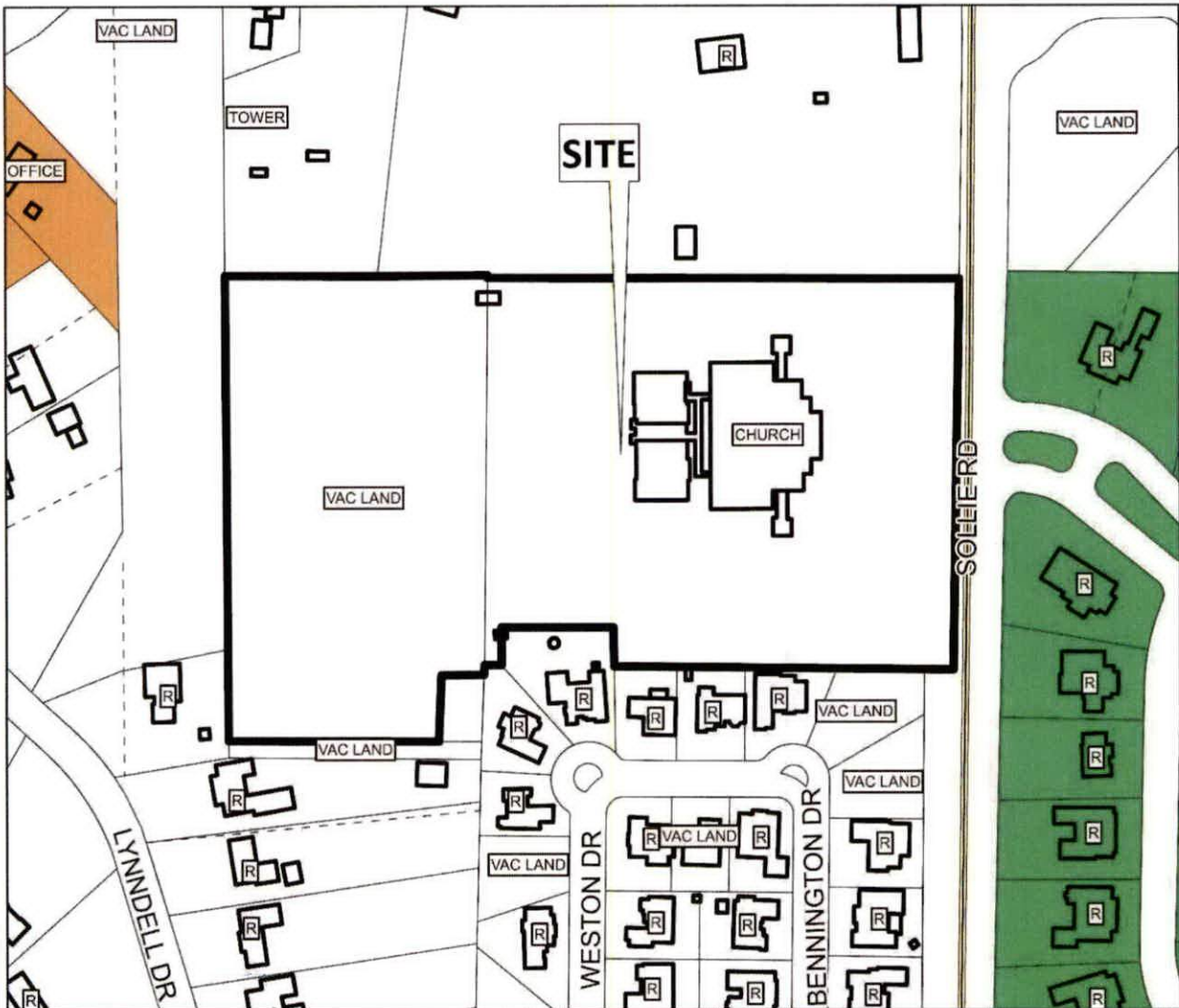
APPLICANT Luke 4:18 Fellowship 2025 Subdivision

REQUEST Subdivision, Conditional Use Permit

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 10 DATE October 16, 2025

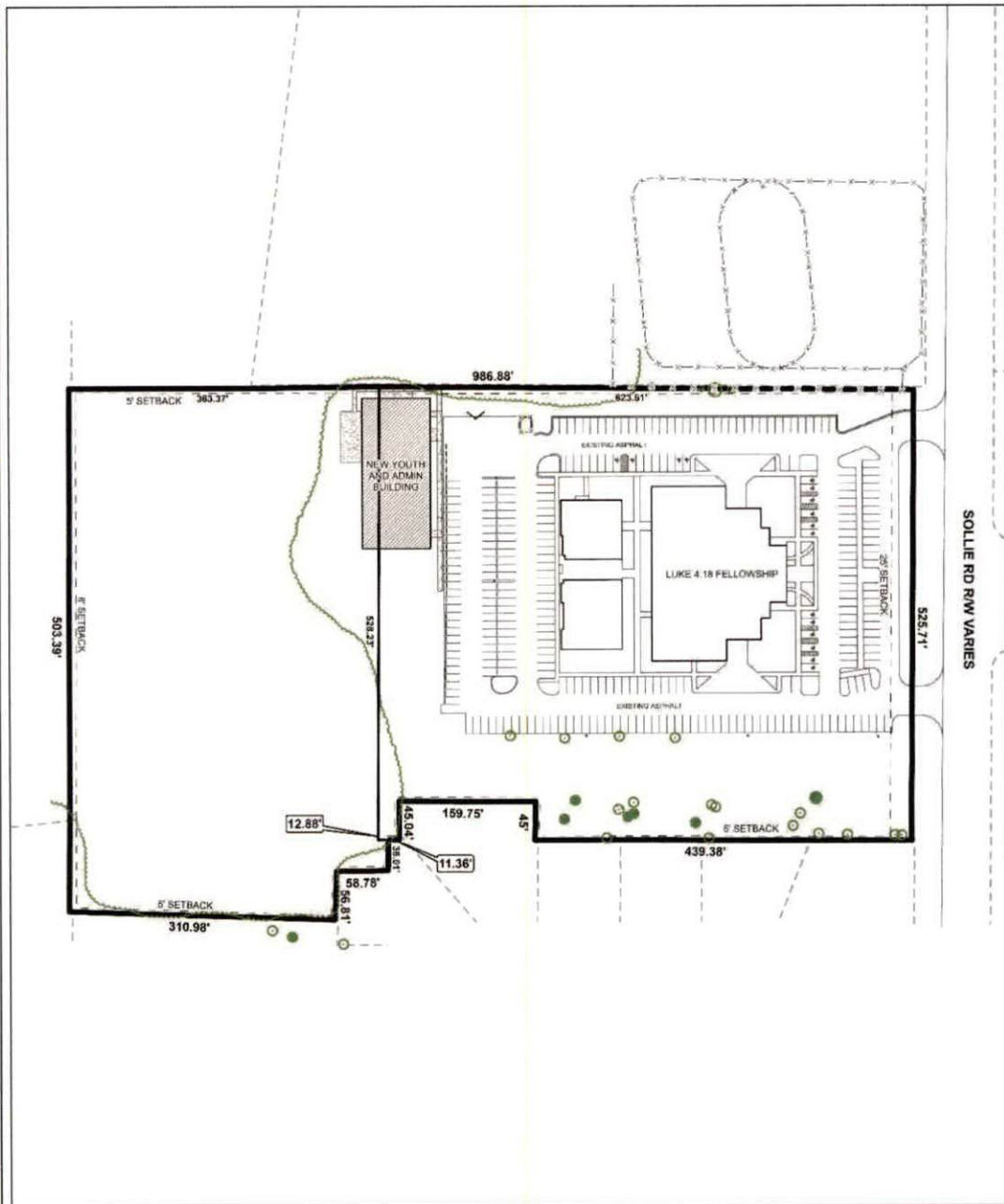
APPLICANT Luke 4:18 Fellowship 2025 Subdivision

REQUEST Subdivision, Conditional Use Permit

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



SITE PLAN



The site plan illustrates

APPLICATION NUMBER	10	DATE	October 16, 2025
APPLICANT	Luke 4:18 Fellowship 2025 Subdivision		
REQUEST	Subdivision, Conditional Use Permit		

N
↑
NTS

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is “automatically” assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

[illegible]

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

- › New development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

Land use mix

Primary Uses

- › Commercial
- › Office

Secondary Uses

- › Residential, Multifamily
- › Residential, Attached
- › Civic
- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example





NATIONALLY
ACCREDITED

P.O. Box 92970 • LAFAYETTE, LA • 70509-2970

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

July 29th, 2025

To District Chief Jared Parker:

Please find our application for an ambulance permit within the City of Mobile.

As part of this application there are the following attachments:

- Records check from MPD for Timothy J. Burke
- Section 59-4 Insurance. Attached is the Certificate of Liability Insurance listing the City of mobile as a Certificate Holder.
- A list of the initial units that will operate within the city at start up.
- Section 4- Financial Responsibility-Copy of 2024 Audited Financials for Acadian Ambulance Service. These are marked as Proprietary and Confidential.
- A copy of Tim Burke's Drivers License
- Overview of Section 5- 5.1 Nature of Proposed Service and 5.2 Demand Justification and company overview of 2024 statistics

Please reach out to me directly with any questions you may have.

Respectfully,

Alan Ashley

Community Relations Director

alan.ashley@acadian.com

504-210-6947



CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 6 of the Mobile City Code requires every person who desires to operate an ambulance service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN_Ambulance.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a \$10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a \$100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Fire Department to review the application and the information provided therein. The Fire Department shall report to the Public Safety Director any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Public Safety Director has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 6-34 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- **Items to submit to the Fire Department: (after City Council approval)**
 - Dispatch contact information and supervisor contact information (to include after hours number and email)
 - Locations Units are housed
 - Personnel Roster (to include State License # and NREMT # and expiration date).

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

City of Mobile – Fire-Rescue Department



Application for Certificate of Public Convenience and Necessity (Ambulance Operation)

Per City Ordinance Sec. 6-32

The undersigned, Timothy J. Burke individually
or on behalf of Acadian Ambulance Service of Alabama, LLC, hereby makes
application for a Certificate of Public Convenience and Necessity to operate a public
service vehicle(s) within the City of Mobile and submits the following facts in support of
this application.

Section 1 – Applicant Information

1.1 Legal Name of Applicant (Individual/Partnership/Corporation):

Acadian Ambulance Service of Alabama, LLC

1.2 Business Address: 22 Midtown Park, Mobile, AL 36602

1.3 Trade Name (if different): _____

1.4 Telephone Number: (504) 374-2800

1.5 Type of Entity: ☐ Individual ☐ Partnership ☒ Corporation ☐ Association

If Individual:

- Birthdate: _____ SSN: _____

- Current Address: 208 Black Oak Lane, Madisonville, LA 70447

- Telephone Number: _____ Driver's License #: _____

- Length of Residency in Mobile County: Years: _____ Months: _____

- U.S. Citizenship: Yes ____ No ____

I attest, under penalty of perjury, that I am:

____ A citizen or national of the
United States

____ A lawful permanent resident

(Alien # A _____)
____ an alien authorized to work
until ____/____/____

If Partnership/Association:

- Business Address:

- Partner(s) Name, Age, Address:

If Corporation:

- Officers & Directors (Name and Address):

Acadian Ambulance Service, Inc., Member

Timothy J. Burke, Manager

List all unpaid judgements against any person listed, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

NONE

Section 2 – Vehicles and Operations

2.1 Number of Vehicles to be Operated: **4**

2.2 Vehicle Details (attach fleet list if more than 3): ☐ Check if Sheet Attached

| Unit # | Year | Make | Model | VIN | Tag # | Mileage | Type | Color Scheme |

See attached

2.2 Service Provider License

2.2.1 Is the ambulance service currently licensed with Alabama Department of Public Health Office of EMS (ADPH OEMS) ☐ Yes ☒ No

2.2.2 If yes, please provide: License Number Application filed concurrently _____ Exp. Date _____

2.2.3 Level of Current Licensure with ADPH OEMS (check all that apply)

ALS1 CC ☐ ALS1 ☐ ALS2 ☐ ALS3 ☐ BLS ☐

Section 3 – Legal & Liability History

3.1 Have you ever been convicted of a crime related to ambulance operations? ☐ Yes ☒ No

If yes, explain:

3.2 Are there any claims or judgments for damages from negligent operation of a vehicle against you, your associates, or employees? ☐ Yes ☒ No

If yes, explain:

Section 4 – Financial Responsibility

4.1 Describe your financial ability to comply with the provisions of the ordinance:

(Attach financial statements or proof of solvency if available)

See attached 2024 Audited Financials of sole Member, Acadian Ambulance Service, Inc.

Section 5 – Nature of Proposed Service (add attachments as needed)

5.1 Type and Character of Proposed Service:

Emergency and Non-Emergency Ambulance Service

See Attached

5.2 Demand Justification (Explain why the service is needed):

See Attached

5.3 Applicant's Experience in Ambulance Service (including Mobile):

Acadian Ambulance Service, Inc., the sole member of Acadian Ambulance Service of Alabama, LLC, has been in business for more than 53 years.

See Attached

5.4 Duration of Previous Service in Mobile (if applicable):

Section 6 – Insurance Documentation

6.1 Attach letter from your insurance carrier stating that required coverage is available and will be active prior to certificate issuance, naming the City of Mobile as additional insured.

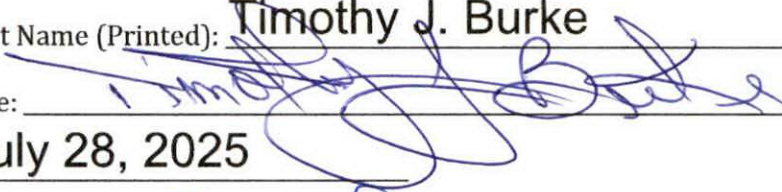
☒ Insurance Letter Attached

Section 7 – Oath and Signature

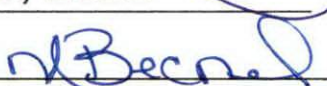
I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. That all employees of this business undergo background checks within the State of Alabama and meet all federal employment requirements.
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 6 of the Mobile City Code;
5. I agree to comply with the City of Mobile Fire Department's Ambulance Service Policy, including all BLS dispatch requirements
6. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant Name (Printed): Timothy J. Burke

Signature: 

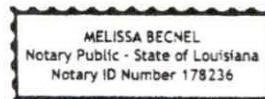
Date: July 28, 2025

Notary Public: 

Subscribed and sworn before me this 28th day of July, 2025

Notary Signature: 

Commission Expires: is for life





(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Timothy J. Burke

Date of Birth: 07/03/1960 Security #: 439159635

Present Address 208 Black Oak Lane, Madisonville, LA 70447-9364

Home Phone Number: 5044952518 Work Phone Number: 504-374-2800

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Acadian Ambulance Service, Inc., P.O. Box 98000, Lafayette, LA 70509

Present Position/Title: Regional Vice President

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

Date Signed



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Timothy J. Burke

Nickname(s) or Maiden Name: _____

Current Address: 208 Black Oak Lane, Madisonville, LA 70447

Previous Address: _____

Personal Description:

Height: 5'11"

Weight: 180

Hair Color: Brown

Eye Color: Brown

Social Security Number: 439159635

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

7/29/25
Date signed



59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars (\$1,000,000.00) each person; and
2. One million dollars (\$1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars (\$1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars (\$1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars (\$250,000.00) each person and
2. Five hundred thousand dollars (\$500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars (\$100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of \$500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)



Ernst & Young LLP
3900 Hancock Whitney Center
701 Poydras Street
New Orleans, LA 70139

Tel: +1 504 581 4200
Fax: +1 504 596 4233
ey.com

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Report of Independent Auditors

The Board of Directors
Acadian Ambulance Service, Inc.

Opinion

We have audited the consolidated financial statements of Acadian Ambulance Service, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of comprehensive income, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.



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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.



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We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Ernst & Young LLP

April 30, 2025

Proprietary and Confidential

Acadian Ambulance Service, Inc.

Consolidated Balance Sheets

	December 31	
	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 26,644,533	\$ 14,041,957
Restricted short-term investments	10,995,925	10,699,964
Trade accounts receivable	125,303,795	174,263,000
Other receivables	25,326,255	23,613,885
Supplies inventory	12,262,988	11,714,707
Prepaid expenses and other assets	22,599,007	21,032,026
Receivables from officers	—	33,265
Total current assets	223,132,503	255,398,804
Property and equipment:		
Land	2,444,805	2,444,805
Building and improvements	37,654,595	36,707,080
Emergency vehicles and aircraft	160,886,201	149,551,340
Medical and other equipment	196,012,415	185,392,210
	396,998,016	374,095,435
Less accumulated depreciation	311,480,648	299,184,185
	85,517,368	74,911,250
Other assets:		
Cash value of life insurance	9,429,721	11,255,246
Other	163,940	163,940
Right-of-use asset – operating leases	17,294,048	13,040,237
Intangible assets, less accumulated amortization of \$14,272,186 and \$9,919,175 at December 31, 2024 and 2023, respectively	6,506,607	9,650,398
	33,394,316	34,109,821
Total assets	\$ 342,044,187	\$ 364,419,875

Acadian Ambulance Service, Inc.

Consolidated Balance Sheets (continued)

	December 31	
	2024	2023
Liabilities and stockholders' equity (deficit)		
Current liabilities:		
Accounts payable	\$ 25,840,692	\$ 21,053,574
Accrued salaries and wages	30,664,010	30,021,972
Accrued stock appreciation rights	23,999,023	16,133,170
Deferred compensation – current portion	1,395,000	3,931,000
Note payable – current portion	1,097,470	1,050,000
Operating lease liability – current portion	3,848,372	3,301,521
Insurance reserves and other accrued liabilities	63,902,388	59,813,720
Deferred membership fees and contract services	1,620,292	1,891,395
Total current liabilities	152,367,247	137,196,352
Long-term debt, less current portion	136,800,976	98,131,542
Operating lease liability, less current portion	13,507,798	9,834,544
Deferred compensation, less current portion	65,336,355	48,225,680
Stockholders' equity (deficit):		
Common stock – no par value, at stated capital amount; authorized 50,000,000 shares, issued 28,476,000 shares at December 31, 2024 and 2023, 6,590,487 and 9,383,158 shares outstanding at December 31, 2024 and 2023, respectively	2,820	2,820
Additional paid-in capital	107,645,827	105,299,299
Treasury stock – 21,885,513 and 19,092,842 shares at cost at December 31, 2024 and 2023, respectively	(528,794,152)	(363,749,883)
Retained earnings	395,193,886	329,402,471
Accumulated other comprehensive income	(16,570)	77,050
Total stockholders' equity (deficit)	(25,968,189)	71,031,757
Total liabilities and stockholders' equity (deficit)	\$ 342,044,187	\$ 364,419,875

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Comprehensive Income

	Year Ended December 31	
	2024	2023
Patient service revenue	\$ 546,176,744	\$ 479,235,805
Safety consulting services	15,786,710	25,097,921
Medical standby services	48,020,764	49,525,323
Other revenue	39,187,143	39,889,600
Contract services	13,908,018	14,143,542
Membership fees	1,016,383	998,535
Total operating revenue	664,095,762	608,890,726
Expenses:		
Salaries and wages	309,391,711	290,792,662
Employee benefits	77,078,450	54,465,776
Supplies and services	44,856,898	42,819,514
Other	31,182,157	30,656,317
Depreciation	28,915,655	24,464,213
Fuel	16,351,069	17,378,953
Insurance	38,874,464	35,162,044
Aviation operating costs	24,751,498	24,435,392
Leases and rentals	6,252,222	5,260,996
Amortization of intangible assets	4,524,189	3,924,854
Repairs and maintenance	19,552,978	16,987,147
Promotion and membership campaign	5,168,515	5,216,050
Telephone and postage	4,539,633	4,955,319
Interest	8,470,957	6,195,551
Total expenses	619,910,396	562,714,788
Income from operations	44,815,366	46,175,938
Nonoperating gains:		
Gain on sale of assets	1,412,319	83,993
Gain on Officer's Life Insurance Redemption	20,436,763	—
Investment income	712,772	396,435
Other income	587,355	813,679
Total nonoperating gains	23,149,209	1,294,107
Income before income taxes	67,334,575	47,470,045
Income tax expense	259,000	259,000
Net income	67,075,575	47,211,045
Other comprehensive income:		
Net unrealized (loss) gain on derivative agreements	(93,620)	19,478
Comprehensive income	\$ 66,981,955	\$ 47,230,523

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Stockholders' Equity (Deficit)

	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at January 1, 2023	\$ 2,820	\$ 102,516,367	\$ (315,359,062)	\$ 282,191,426	\$ 57,572	\$ 69,409,123
Net income	—	—	—	47,211,045	—	47,211,045
Other comprehensive income	—	—	—	—	19,478	19,478
Treasury shares contributed to the ESOP – at cost	—	—	1,342,264	—	—	1,342,264
Fair value adjustment of Treasury shares contributed to the ESOP	—	2,782,932	—	—	—	2,782,932
Stock repurchased by the Company	—	—	(49,733,085)	—	—	(49,733,085)
Balance at December 31, 2023	2,820	105,299,299	(363,749,883)	329,402,471	77,050	71,031,757
Net income	—	—	—	67,075,575	—	67,075,575
Other comprehensive income (loss)	—	—	—	—	(93,620)	(93,620)
Distributions to shareholders	—	—	—	(1,284,160)	—	(1,284,160)
Treasury shares contributed to the ESOP – at cost	—	—	1,017,646	—	—	1,017,646
Fair value adjustment of treasury shares contributed to the ESOP	—	2,346,528	—	—	—	2,346,528
Stock repurchased by the Company	—	—	(166,061,915)	—	—	(166,061,915)
Balance at December 31, 2024	\$ 2,820	\$ 107,645,827	\$ (528,794,152)	\$ 395,193,886	\$ (16,570)	\$ (25,968,189)

See accompanying notes.

Acadian Ambulance Service, Inc.

Consolidated Statements of Cash Flows

	Year Ended December 31	
	2024	2023
Operating activities		
Net income	\$ 67,075,575	\$ 47,211,045
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	33,439,844	28,389,067
Gain on life insurance	(20,436,763)	—
Compensation expense – accrued stock appreciation rights	7,865,853	9,759,000
Compensation expense – ESOP shares contribution	3,364,175	4,125,196
Compensation expense – deferred compensation	18,687,876	11,263,004
Gain on sale of equipment and assets	(1,412,319)	(83,993)
Adjustment to cash surrender value – life insurance	(121,500)	163,301
Changes in operating assets and liabilities:		
Trade accounts receivable	48,959,205	(33,167,753)
Receivables from officers and affiliates, other receivables, and utility deposits	(1,679,105)	(5,709,493)
Supplies inventory, prepaid expenses, and other assets	(2,115,262)	(3,306,123)
Accounts payable and other liabilities	7,387,391	15,060,318
Deferred membership fees and contract services	(271,103)	684,338
Deferred compensation payments	(4,113,201)	(6,904,151)
Change in right-of-use assets and liabilities, net	33,706	(78,865)
Net cash provided by operating activities	156,664,372	67,404,891
Investing activities		
Purchases of property, plant, and equipment	(38,985,260)	(31,115,245)
Sales of equipment and assets	1,625,233	342,494
Premiums paid on life insurance assets	—	(336,000)
Acquisition of businesses	(1,616,925)	(3,852,500)
Proceeds from life insurance	22,383,788	—
Purchases of short-term investments, net	1,331,445	(335,398)
Net cash used in investing activities	(15,261,720)	(35,296,649)
Financing activities		
Proceeds from line of credit	75,000,000	35,000,000
Principal payments on line of credit	(35,000,000)	(10,000,000)
Principal payments on note payable	(1,048,569)	(1,000,783)
Dividend	(1,284,161)	—
Debt issuance cost	(405,432)	(597,517)
Treasury stock purchases	(166,061,915)	(49,733,085)
Net cash used in financing activities	(128,800,077)	(26,331,385)
Net change in cash and cash equivalents	12,602,576	5,776,857
Cash and cash equivalents at beginning of year	14,041,957	8,265,100
Cash and cash equivalents at end of year	\$ 26,644,533	\$ 14,041,957

See accompanying notes.

Don't Drink and Drive
Louisiana
Don't Text and Drive

**PERSONAL
DRIVER'S LICENSE**



LICENSE ID NO CLASS EXPIRATION DATE
004498303 E 07-03-2030

DOB 07-03-1960 ISSUE DATE 06-27-2024
BURKE
TIMOTHY J
208 BLACK OAK LANE
MADISONVILLE, LA 70447-9364

ENDORSEMENTS NONE RESTRICTIONS NONE

SEX HGT WGT EYES AUDIT OFFICE
M 5' 11" 180 BRO 3472 108



0070030028524101



CLASS: Driver's license
ENDORSEMENTS: None
RESTRICTIONS: None

Donor Y N / Living Will Y N



Holder of license must be 21
years of age or older to utilize
the privileges of this license
in interstate commerce
pursuant to 49 Code of
Federal Regulations 394.44

REV 02-10-2015 07-03



STATISTICS | JAN-DEC. 2024

5,000 + EMPLOYEE-OWNERS  **100% EMPLOYEE-OWNED** 

ACADIAN AMBULANCE SERVICE

 **25 MILLION +** POPULATION SERVED
 **690,308** AMBULANCE TRANSPORTS
 **744** AMBULANCES
 **49 MILLION +** MILES DRIVEN = APPROX. 5.49 x AROUND THE EARTH EACH DAY

 **102,579** VAN TRANSPORTS
 **57,253.5** SQUARE MILES

ACADIAN TOTAL SECURITY

 **17,136** MONITORED CAMERAS
 **17,519** SECURITY ACCOUNTS
 **7,398** MEDICAL ACCOUNTS
 **14,038** FLEET ACCOUNTS

SAFETY MANAGEMENT SYSTEMS

 **635,165** MAN HOURS WORKED
 **156** CUSTOMERS SERVED
 **3,806** PATIENTS TREATED

ACADIAN HEALTH

 **28,243** PATIENT ENCOUNTERS
 **31** MOBILE MEDICAL UNITS

STATES OF OPERATION:      

NATIONAL EMS ACADEMY

 **2,504** PEOPLE TRAINED AS PARAMEDICS, EMTs, OR EMR/ECA
 **82%** EMT PASS RATE (79% NATIONAL AVG.)
 **85%** PARAMEDIC PASS RATE (86% NATIONAL AVG.)
 **114,552** RECERTIFICATIONS AND CBTS COMPLETED

AIR SERVICES

 **12** ROTOR-WING AIRCRAFT
 **4,926** ROTOR-WING PATIENT TRANSPORTS
 **8,799** ROTOR-WING FLIGHT HOURS
 **11,217** MISSIONS ASSIGNED
 **6,875** MISSIONS FLOWN

 **3** FIXED-WING AIRCRAFT
 **1,050** FIXED-WING FLIGHT HOURS
 **190** FIXED-WING PATIENT MEDICAL FLIGHTS

Learn more about our services at Acadian.com.



Revised Feb 26, 2025



NATIONALLY
ACCREDITED

P.O. Box 92970 • LAFAYETTE, LA • 70509-2970

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

Section 2.2 Service Provider License

Sections 2.2:

Acadian has already received preliminary approval of required policies and procedures and is in the final stage of submitting its application to the state.

Section 5-Nature of Proposed Service

5.1 type and Character: Acadian is a 54 year old employee owned EMS service that is CAAS accredited and operates as the largest 911 provider in the state of Louisiana, the largest private provider in Texas and the sole provider of EMS services for the past 25 years in neighboring Jackson County Mississippi. Also becoming the sole provider of EMS services for Harrison County Mississippi in 2024.

Acadian will offer the city both Advanced and Basic Life Support from units that will be based within the city. Acadian has identified and will open a base of operations within the city once our permit is granted. This operation will have local leadership that is supported by neighboring operations. Dr. Stephen Bell is our Medical Director for both Alabama and South Mississippi.

Acadian currently employs staff that are licensed in the state of Alabama and we have received multiple applications from area providers that do not work for any of the currently permitted providers. This means we will be adding EMS staff to the city as opposed to pulling existing providers. Neighboring operations will also offer dual licensed units and staff to support times of heavy demand

Acadian will offer the City Fire Department a dedicated unit on a mutually agreed upon schedule to offer stability to the system along with access for the Fire Department to track those units to improve response times.

Section 5.2 Demand Justification

We were aware of the longstanding challenges within the 911 system and began receiving calls from facilities asking us if we serviced Mobile or would be interested. We met with the City Fire Department and also area hospitals and found there to be a need for additional ambulance services. We have attached letters from two health system hospitals supporting the request. We are offering a partnership with the city' Fire Department to dedicate resources to offer a long term fix for a chronic issue as well as increased assets to help area hospitals decrease the time it takes to move patients. Increasing throughput can shorten ER delays, EMs drop off times and overall patient satisfaction.



Jeffery M. St. Clair
President/CEO

March 18, 2025

Chief James Barber
Chief of Staff
City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Dear Chief Barber,

Please accept this letter of support for Acadian Ambulance Service to receive a permit to operate in the City of Mobile. Acadian is well known along the Gulf Coast and would be an excellent addition to the stressed services currently being offered in Mobile. You were a great help to us previously when allowing Med-Evac Ambulance to come to town. Things have improved immensely with their help. It is our opinion that another well established, efficiently operated service would be of further great benefit to the hospitals, patients and citizens on Mobile. Thank you for the consideration.

Sincerely,



Jeffery M. St. Clair
President/CEO
Springhill Medical Center

USA HEALTH
UNIVERSITY HOSPITAL

Sheri Salas
2451 University Hospital Drive
Mobile, AL 36617
251-471-7669
April 3, 2025

Acadian Ambulance Service
5749 Susitna Dr. Suite B
Harahan, LA 70123

Dear Acadian Ambulance Service:

On behalf of USA Health University Hospital as the Executive Director for the Transfer Center managing capacity and throughput as well as facility transports, I would like to extend support for you to extend operations into Mobile, AL. An additional EMS provider would only strengthen the ability to keep throughput moving for not only USA Health but all of the medical facilities in our community. Thank you for your interest.

Sincerely,

Sheri Salas

Sheri Salas
Executive Director Patient Care Coordination & Support Services

Personal Data Report

General Descriptors

Name: BURKE, TIMOTHY J

Address: 208 BLACK OAK LANE
MADISONVILLE LOUISIANA 70447

Phone: - - -

Race: W - WHITE

Sex: M

Weight: 180

Height: 5'11"

Hair: BLACK

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Nick Name:

DOB: 7/3/1960

Age: 65

Eyes: BROWN

Facial:

Ethnic: NON HISPANIC/NON LATINO

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Identifying Numbers

DL State: LA

DL #: 004498303

DL Type: NA

SSN: 439-15-9635

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: *PNick*

DATE: 7/30/25



ACADAMB-03

ECLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South 500 Dover Blvd Ste.110 Lafayette, LA 70503	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Specialty Insurance Company	21199
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Westchester Surplus Lines Insurance Co.	10172
	INSURER D : Arch Insurance Company	11150
	INSURER E :	
	INSURER F :	

INSURED
Acadian Ambulance Service, Inc.
Risk Management Department
P. O. Box 92881
Lafayette, LA 70509-2881

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Prof ☒ Prof: Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			UFL0018186-15	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,650,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,650,000 GENERAL AGGREGATE \$ 3,300,000 PRODUCTS - COMP/OP AGG \$ EACH EMPL GA \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY *Symbol 10			TC2J-CAP-5H601551-24(NEU)	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			**SEE ATTACHED**	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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	41WC10519308/44WC10519408	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto-Ambulance (AOS)			TRJ-CAP-9365B696-TIL-24	10/1/2024	10/1/2025	CSL 5,000,000
B	AU-Ambulance (LA/MS)			TJ-EAP-0T011814-TIL-24	10/1/2024	10/1/2025	CSL 4,000,000

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

*Symbol 10: ANY "AUTO" other than those "autos" licensed/certified by the respective state and/or local agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick or injured via stretcher or other mechanical means.

AOS Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

LA/MS Ambulance Policy: Symbol 10: Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS

TX Ambulance Policy: Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

Named Insured List:

Acadian Ambulance Service, Inc
Acadian Monitoring Services, LLC (formerly Acadian On Call, LLC)
BSSTWO, LLC
DIY Security, LLC
Acadian Ambulance Service of New Orleans, LLC
Acadian Ambulance Service of Texas, LLC
Acadian Consolidated Campus, LLC
Air Med Services, LLC
Air Med Services, LLC, d/b/a Executive Aircraft Charter Service
Infinity Monitoring Services, Inc.
Safety Management Systems International, LTD
Safety Management Systems, LLC
Safeguard Alarm Systems, LLC
Acadian Total Security, LLC
Acadian Ambulance Service of Tennessee, LLC
Acadian Health, LLC
SMS Ambulance Service, LLC
Acadian Innovative Strategies, LLC
Acadian Ambulance of Alabama, LLC

Inactive Named Insureds:

Acadian Communications, LLC
Calcasieu Medical Transportation, LLC
Lifecare Emergency Medical Services, LLC
Triple R Investors, LLC
America On Watch, LLC

Equipment Policy #MXI9307982454616, Effective 10/1/2024-10/1/2025; Carrier: AGCS Marine Insurance Company

•Limit of Insurance: Equipment Leased, Rented or Borrowed From Other: \$250,000 Per Item; \$250,000 Per Occurrence; \$1,000 Deductible
•Blanket Loss Payee ATIMA

Auto - Texas Ambulance - Policy #TRJ-CAP-3P390793-TIL-24, Travelers Property & Casualty Co of America, Effective 10/01/2024-10/01/2025, Liability Limit \$5,000,000 CSL

Symbol 10: Only those "autos" you own that are licensed/certified by the state of Texas and/or local Texas agencies as ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means, other than any such "auto" that is operating pursuant to an ambulance permit or registration issued to you in the jurisdiction of Webster, Pasadena, Frisco, Vidor, or Dallas Texas.

•CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with Other Insurance
•CA T3 40 02 15 Blanket Waiver of Subrogation



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

•IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: Number of days 30: Any person or organization where required by written contract

Auto (NEU) - Policy #TC2J-CAP-5H601551-TIL-24:

- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
- CA T3 40 02 15 Blanket Waiver of Subrogation
- IL T4 00 05 19 Designated Entity - Notice of Cancellation/Nonrenewal Provided by Us: "Person or Organization": where required by written contract: Number of Days' Notice of Cancellation": Thirty (30) "Number of Days' Notice of Nonrenewal": Thirty (30)
- CA 20 01 10 13 Lessor - Additional Insured and Loss Payee: Additional Insured (Lessor): Any lessor under a leasing contractor agreement of six months or more that requires you to provide direct primary insurance for the lessor; Designated or Description of Leased Autos: Any Auto Leased for a period of six months or more under a leasing contract or agreement that requires you to provide direct primary insurance for the lessor.

Auto (AOS Ambulance) Policy #TRJ-CAP-9365B696-TIL-24:

- Symbol 10: Symbol 10: Only those "autos" you own that are licensed/certified by the respective state and/or local agencies as ambulances in a state other than Louisiana, Mississippi, or Texas, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means
- CA T3 40 02 15 Blanket Waiver of Subrogation
- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance
- IL T4 00 05 19 Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us: 30 days: where required by written contract

Auto (LA/MS Ambulance) Policy #TJ:EAP-0T011814-TIL-24:

- Symbol 10 - Only those "Autos" that are Owned Ambulances, Hired Ambulances, and Non-Owned Ambulances classified and registered by the States of LA and MS
- CA T3 40 02 15 Waiver of Transfer or Rights of Recovery Against Others To US: where required by written contract
- CA T4 74 02 16 Blanket Additional Insured - Primary and Non-Contributory with other insurance

GL/PROF Policy# UFL0018186-15:

- 02 HUS0015 00 02 07 Additional Protected Persons Endorsements: Individuals or Organizations when required by written contract
- 02 HML0049 00 03 07 Waiver of Transfer of Rights of Recovery Against Others to Us: where required by written contract
- Contractual Liability: "Assumed in a contract or agreement that is an insured contract, provided the injury or damage occurs subsequent to the execution of the contract or agreement.", per form 02 HUS0002 00 02 07
- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders - All certificate holders where required by written contract
- 02 HUS0022 00 02 07: Employee Benefits Liability Coverage Endorsement: Schedule: Limits of Insurance: \$1,000,000 Each Employee; \$2,000,000 Aggregate; Retroactive date: 09/30/1986
- 00 ML0207 00 11 03 Exclusion Change Endorsement: The Abuse or Molestation exclusion is deleted in its entirety from the Exclusions section of your policy
- Coverage C - Health Care Professional Liability Umbrella Retroactive Date: 09/30/1986
- Healthcare Umbrella - Excess of Retained Limit Coverage Form:
- Coverage C - Health Care Professional Liability - Claims-Made Coverage
- 1. Insuring Agreement: a. We will pay on behalf of the insured the "loss" in excess of the "retained limit" because of "medical professional injury" that results from acts or omissions in the providing of or failure to provide "health care professional services" by or for an insured and to which this insurance applies.

Workers Compensation (AOS) Policy #44WCI0519408:

- WC 00 03 01 A Alternate Employer Endorsement - Alternate employer: Any required by written contract executed prior to injury. Address: Any in Tx and all 3A States where permitted by law. State of special or temporary employment: TX
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement (Other than CA): Any Person or Organization where required by written contract



ADDITIONAL REMARKS SCHEDULE

AGENCY Lafayette, LA-Dwight Andrus Insurance-Hub International Gulf South		NAMED INSURED Acadian Ambulance Service, Inc. Risk Management Department P. O. Box 92881 Lafayette, LA 70509-2881	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

- WC 04 03 06 Waiver of Our Right to Recover from Others Endorsement – California: Any Person or Organization where required by written contract
- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
- 00 ML0087 00 11 10 Notice Of Cancellation - Certificate Holders (Specified Days): 30 days except 10 days for non-payment of premium: All certificate holders where required by written contract
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement: State: Each state named in Item 3.A. or 3.C. of the Information Page
- WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
- Limit of Liability: Bodily Injury by Accident: \$1,000,000 each accident, Bodily Injury by Disease: \$1,000,000 aggregate
- Transportation, Wages, Maintenance, and Cure: Included
- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ, WI; Designated Workers Compensation Law: State of hire
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement: Employees: Master and members of the crews of these vessels. Workers Compensation Law: State of hire. Description of work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels

Workers Compensation (FL) Policy #41WC10519308:

- 00 ML0086 00 11 10 Notice of Cancellation - Certificate Holders: All certificate holders where required by written contract
- 00 ML0087 00 11 10 Notice of Cancellation - Certificate Holders (Specified Days): All certificate holders where required by written contract: 30 days except 10 days for non-payment of premium
- WC 00 03 01 A Alternate Employer Endorsement - Alternate Employer: Any person or organization where required by written contract
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement: Any Person or Organization where required by written contract
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endorsement - FL
- WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 02 01 B Maritime Coverage Endorsement: Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels
- Limit of Liability: Bodily Injury by Accident: \$1,000,000 each accident, Bodily Injury by Disease: \$1,000,000 aggregate
- Transportation, Wages, Maintenance, and Cure: Included
- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endorsement: Employees: All employees, excluding masters and members of crews, not subject to the workers compensation law, State of Employment: Any state named in item 3.A. or 3.C of the information page except HI, MI, NJ & WI; Designated Workers Compensation Law: State of hire
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement

Excess Liability Policy #G2197920A 020:

- Company: Westchester Surplus Lines Insurance Company
- Limits: \$5,000,000 Occurrence, \$5,000,000 Aggregate, Excess of Underlying
- XSC-27405 (05/09) Waiver of Subrogation Endorsement: where required by written contract
- XSC-27266 (05/09) Ace Catastrophe Liability Plus Policy: --The definitions, terms, conditions, limitations and exclusions of the first policy of "underlying insurance" in effect at the inception date of this policy (as identified in the Declarations), apply to this coverage unless they are inconsistent with provisions of this policy or relate to premium, subrogation, any obligation to defend, the payment of expenses, amounts of limits of insurance, cancellation or any renewal agreement.
- XSW004 (07/10) Schedule A - Schedule of Underlying Insurance:
 - Automobile Liability (Ambulance Units - LA/MS)
 - Automobile Liability (Ambulance - All Other State Except LA, MS and TX)

CITY CLERK'S OFFICE

MOBILE, AL

FR, AUG 1, PM12:24 RCVD



MOBILE FIRE-RESCUE DEPARTMENT

BARRY N. GLISSON
INTERIM FIRE CHIEF

August 22, 2025

Rob Lasky
Executive Director of Public Safety
City of Mobile

Re: Acadian Ambulance Service of Alabama

Dear Director Lasky:

I was tasked with investigating the truthfulness of the information in the Application submitted by Acadian Ambulance Service to the city of Mobile. Below are my findings and facts to the best of my knowledge.

Currently we have two Ambulance companies operating in the City of Mobile that alternate response to Non-emergent BLS calls for Mobile Fire-Rescue. While looking at their reliability this morning for the past week (7 days) they are each running around 94%, which is an impressive improvement from where we were several weeks ago and makes a positive impact in relation to Mobile Fire-Rescue ALS units being available to respond to emergent calls. In relation to the question of public convenience and necessity, I do not know the total demand of the current two companies in relation to direct calls, 911 dispatches, interfacility transfers, out-of-town transfers, staffing, etc. Acadian Ambulance Service did submit letters of support for their services in Mobile, AL from Springhill Medical Center as well as University Hospital.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS) and has been in the Ambulance business for over 54 years, currently showing staff over 4,000 employees, fixed wing and rotary wing capabilities, with operations in multiple cities in 4 states. They state they are ready to begin serving the citizens of Mobile. The company can provide ambulance service to the citizens of Mobile with over 54 years of experience delivering these services.

Acadian Ambulance Service shows to have the assets, qualifications, and financial backing needed to begin work within the city. Within their application they have submitted 2 letters of support from Springhill Medical Center and University Hospital, located in Mobile, AL.

Acadian Ambulance Service of Alabama has had no judgements to satisfy because of injuries received by negligent operation of the ambulance. Included in their application they are insured as well as seemingly they would have the financial ability to respond to damage to property resulting from the negligent operation of an ambulance.

Acadian Ambulance Service is an accredited agency of the Commission on Accreditation of Ambulance Services (CAAS), the intent on this accreditation is to define a "gold standard" for the medical transportation industry. Acadian Ambulance Service of Alabama would ensure all ambulance apparatus and personnel would meet or exceed the requirements of Alabama Department of Public Health Office of EMS as well as the standards set forth in the City Ordinance as well as Policy 3080: Private Service Ambulance Policy.

I have reviewed the application submitted by Acadian Ambulance Service of Alabama and provided supplemental information that was able to be gathered. To my knowledge and per investigation, I find all information submitted to be truthful.

Sincerely,



Jared B. Parker
District Chief of EMS
Mobile Fire-Rescue Department

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
AN AMBULANCE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Acadian Ambulance Service**, to operate an **ambulance** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **November 12, 2025**, at 11:00 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Acadian Ambulance Service for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk