AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 15, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Bishop Levy Knox, Living Word Christian Center International Ministries
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   November 1, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Daniel Singleterry for a waiver of the Noise Ordinance at 1711 Hillcrest Road on December 17, 2022, from 1:00 p.m. - 7:00 p.m. (District 6).

   Request of Hargrove and Associates for a waiver of the Noise Ordinance at Cooper Riverside Park on May 25, 2023, from 5:00 p.m. - 8:00 p.m. (District 2).
10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 607 Petit Avenue a public nuisance and order it demolished (District 1).

    Public hearing to declare the structure at 357 Rylands Lane, f/k/a Street, a public nuisance and order it demolished (District 2).

    Public hearing to declare the structure at 604 Titi Street a public nuisance and order it demolished (District 2).

Public hearing to consider amending Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991 and amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Ann Davis - Comments regarding relationship between Ladd and the Council/Mayor. Also, why isn't Ladd included in Parks & Rec. emails?

Harry Teaford - How we can prepare for the 2023 Parrotheads Convention.

Chassity Ebbole - Decriminalization of marijuana.

Reggie Hill - Present amendments to Chapters 38 & 46, ARP funds resolution and Ordinance creating guidelines for surplus spending.

12. ORDINANCES HELD OVER

01-043 Ordinance to define the City of Mobile "Central Business District" (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

07-058 Amend Chapter 7 of the Mobile City Code, "Animals and Fowls" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-059 Rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane from R-2 and B-2 to B-2 (sponsored by Councilmember Reynolds).

13. CONSENT RESOLUTIONS HELD OVER

40-786 Declare the structure at 1005 Texas Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

07-947 Approve the issuance of multi-family housing revenue bonds by Capital Trust Authority; not to exceed $438,231,000.00 (sponsored by Councilmember Jones).

08-997 Approve purchase order to Schaefer Plastics North America, LLC for 793 residential trash containers; $47,287.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-998 Approve purchase order to Sunbelt Fire, Inc. for 50 sets of turnout/bunker gear for MFRD; $147,400.00 (sponsored by Mayor Stimpson)

(submitted by John Paine, Purchasing Dept.).

08-999 Approve purchase order to IT Vendor for managed network threat protection, equipment and 1-year support subscription; $19,593.90 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1000 Transfer funds from the General Fund to Capital Improvement Fund, Capital Project Cruise Terminal-New Gangway; $4,900,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1001 Authorize change order with John G. Walton Construction Co., Inc. for Texas Street Rehabilitation Project; $125,526.75 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.)

21-1002 Authorize change order with John G. Walton Construction Co., Inc. for Broad Street Redevelopment Project; $2,008,451.45 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

60-1003 Authorize Release of Claims and Settlement Agreement; Knight and Smith (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

64-060 Ordinance to amend Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991 and amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile Dept.).

65-061 Ordinance to amend Sec. 65-4(c)(7), "Tree Protection and Management" of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-1005 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Slurp Society; 69 St. Michael Street (sponsored by Councilmember Carroll).

40-1006 Declare the structure at 607 Petit Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1007 Declare the structure at 357 Rylands Lane, f/k/a Street, a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1008 Declare the structure at 604 Titi Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

58-1009 Declare weeds noxious, Group 1636.

60-1010 Determine an appropriation to Yorktown Baptist Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-1011 Determine an appropriation to the Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-1012 Determine appropriations to the Providence Foundation serve a public purpose and approve payment (sponsored by Councilmembers Carroll, Daves and Gregory) (submitted by Rebecca Christian, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-1013 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1014 Transfer funds from the Alabama Municipal Trust Fund to Capital Project Mounted Unit-New Training Facility; $67,500.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Admin.).

21-1015 Authorize contract with Chris Brewer Contracting, Inc. for the partial demolition of the decommissioned Ziebach Waste Water Treatment Plant; $484,027.75 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-1016 Authorize contract with Ardurra Group, Inc. for assessment of the watershed for Stickney Drainage Study; $70,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-1017 Authorize contract with Goodwyn Mills Cawood, Inc. for design and construction administration of a new facility at the Mobile Police Department Mounted Unit; $296,657.44 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

60-1018 Approve amendment of charter documents and bylaws of the Mobile Airport Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-1019 Call for public hearing to rezone property located at the west side of Todd Acres Drive, 2/5 +/- mile north of Hamilton Boulevard, extending to the east side of C.S.X. Railroad from R-A to I-1 (District 4) (scheduled for December 20, 2022).

41-1020 Call for public hearing to consider approval of a Certificate of Public

Convenience and Necessity to Mobile Pedal Tours, LLC to operate an electric motor assisted pedal vehicle (scheduled for November 29, 2022).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/1/2022 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 12:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Singleterry	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:27 AM

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: Daniel Singleterry
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-377-9048

Organization (if applicable) Harvey Phillips Foundation, Inc.

Mailing Address of Applicant 712 Brannan Dr W, Mobile, AL 36693

Telephone No. _____ E-mail address dsingleterry@andysmusic.com

Location or address of event where amplification will be used:

1711 Hillcrest Rd, Mobile, AL 36609

Date of Event: 12/17/2022 Starting Time: 1:00pm Ending Time 7:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert of Tubas and Euphoniums

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S DEPARTMENT
2022 NOV -1 AM 8:52

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hargrove	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:25 AM

CITY CLERK DEPARTMENT

2022 NOV -8 PM 2:52

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: **Hargrove and Associates, Inc.**

PLEASE PRINT ALL INFORMATION

Home Phone Number: **251-476-0605** Cell Number: **251-680-7298**

Organization (if applicable) _____

Mailing Address of Applicant **20 S Royal Street, Mobile, AL 36602**

Telephone No. **251-476-0605** E-mail address **cnorth@hargrove-epc.com**

Location or address of event where amplification will be used:

Cooper Riverside Park, 101 S Water St, Mobile, AL 36602

Date of Event: **May 25, 2023** Starting Time: **5pm** Ending Time **8pm**

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

Type of Event: **Private Corporate and Family Picnic**

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 11:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 11:09 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:
Shayla Beaco

Sponsored by:
Mayor Stimpson

Funding Source
Project # **Discretionary Funds**
Project String **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
UDC	Cover Memo	9/30/2022
current zoning ord	Cover Memo	9/30/2022
Notice	Cover Memo	10/4/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/30/2022 - 11:03 AM

Proposed amendments to

Appendix A - Downtown Development District

Of the Unified Development Code

Proposed amendments are highlighted in yellow.

Chapter 64 Unified Development Code

Contents

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Appendix A Downtown Development District

Section 1 Authority and Intent

A. Purpose. This Appendix is zoning code for the Downtown Development District ("DDD") as defined herein. The new code may be known as and referred to as the "DDD Code."

B. Authorization. The City Council adopted the DDD code pursuant to the authority of Alabama Code § § 11-52-70–11-52-84 (1975).

C. Intent. The DDD Code is intended 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;

4. Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the City's historic downtown.

Section 2 Applicability

A. Generally. The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the 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.

B. Geography. The DDD code applies to all properties located within the DDD as depicted on the adopted Zoning Map.

C. Terms used throughout the DDD Code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions in this Appendix and definitions in the existing local codes, the definitions in this Appendix take precedence.

D. The definitions contain regulatory language that is integral to the DDD Code

Section 3 Establishment of Sub-Districts

A. Sub-Districts. The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

1. T-6: a mixed-use district of high intensity.
2. T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.
3. T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.
4. T-3: a low-density residential district.
5. SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.
6. SD-CC: a special district established to guide the redevelopment of the Civic Center site, primarily dedicated to entertainment, office, retail, lodging, residential and related uses.
7. Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as Plazas or parks.
8. Open: a district for sites dedicated to public open spaces, such as Plazas or parks.
9. SD: all special districts except SD-WH and SD-CC require a master plan be completed in coordination with the Department. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the Planning Commission and the City Council.

B. Transect sub-districts and special districts. The transect sub-districts and special district boundaries are as shown on the DDD regulating plan as depicted on the adopted Zoning Map. Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

C. T-5 sub-districts. Regulations of this Appendix pertaining to T-5 and SD-CC apply to all sub-districts of T-5 and SD-CC.

D. Planned Developments are not applicable within the DDD. Planned Developments as set forth in Article 2 of Chapter 64 of the City Code, are not applicable within the DDD.

Section 4 Administration, Instruction, Amendments and Variances

A. Administration

1. The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

   (a) The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

   (1) Landscaping and tree requirements;

   (2) Dimensional adjustments that do not constitute an increase or decrease of more than fifteen (15) percent for the following design elements: awnings, balconies, canopies, galleries, Stoops, terraces and signage.

   (3) Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

   (4) Transparency requirements for windows may be reduced up to

five (5) percent of the minimum percentage required.

(b) The CRC is not authorized to approve dimensional adjustments for lot size, setbacks or building heights.

B. Instructions

1. 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.

2. Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

3. All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

4. This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than three (3) stories.

5. Site Plans submitted for approval shall comply with:

(a) Nonconformities, if any see Section 5 below;

(b) Property use restrictions, see Table A-8.1 Use Table

(c) Property standards see Appendix ASection 9A;

(d) Building placement standards see Appendix ASection 9B;

(e) Parking standards see Appendix ASection 9C;

(f) Garbage collection standards see Appendix ASection 9D.

6. Building design documents submitted for approval shall demonstrate compliance with:

(a) Building and parking deck height standards, see Appendix ASection 10A;

(b) Building material standards see Appendix ASection 10B;

(c) Building frontage standards see Appendix ASection 10C;

(d) Signage standards see Appendix ASection 11.

7. Work in Historic Districts. All properties located in the DDD and a local Historic District shall, in addition to complying with the development and use standards of this Appendix, receive a Certificate of Appropriateness from the Architectural Review Board as required by Chapter 44-76 of the City Code prior to receiving a Building Permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a Building Permit and/or undertaking work.

C. Conditional Use Permit. Uses in the Use Table identified by "C" in any column are permitted only if a Conditional Use Permit is approved by the City Council (see Article 5, Procedures).

Conditional Use Permits are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the City Council. See Article 10 for application information.

D. Special Exception. Uses in the chart identified by "S" in any column are permitted in that particular district upon approval of a Special Exception by the Board of Adjustment, according to the criteria listed in this Appendix and Chapter 64, Articles 5 and 10. Such uses are also subject to any conditions and limitations imposed by the Board of Adjustment.

E. Regulating Plan amendments

1. Adjustments to the transect sub-district and special district boundaries are limited to the following:

   (a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.

   (b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.

   (c) Modifications of boundaries resulting in a change from SD-WH or SD-CC to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

2. Master plans executed for Special District according to Appendix ASection 3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to the Regulating Plan.

3. Amendments to a Regulating Plan shall follow the Procedures and Submittal Requirements of Chapter 64, Articles 5 and 10.

F. Variances

1. An applicant may appeal any decision of the Department and/or the CRC to the Board of Adjustment.

2. An applicant may request a variance from the requirements of this Appendix.

3. All applications to the Board of Adjustment shall be filed pursuant to Articles 5 and 10 of the UDC.

Section 5 Nonconformities

A. Uses

1. Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. 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 the effective date of this ordinance.

2. 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 the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection 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.

3. Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

B. Structures

1. Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

2. Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of

any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform 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 restoration is begun within one (1) year and completed within two (2) 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.

C. Parking lots

1. Parking lots in existence as of the effective date of the original adoption of the Downtown Development District (May 13, 2014) were required to provide complaint screening and masking of parking lots no later than May 31, 2018.

2. Parking lots shall conform to the requirements Appendix ASection 9C.2(c) .

3. Existing evergreen vegetative buffers that accomplish the intent Appendix ASection 9C.2(c) are an acceptable alternative, provided they are maintained.

4. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the City projects along said streets adjacent to the property.

5. Location of required masking is subject to line of sight review and approval by Traffic Engineering.

6. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

Section 6 Complete Demolition Permits

A. Permit

1. Any applicant seeking a permit for complete demolition within the DDD must provide the Department with the following minimum information:

   (a) The date the owner acquired the property, purchase price and condition on date of acquisition;

   (b) If and when the structure has been cited or received a notice of violation of the City Code;

   (c) 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;

   (d) Whether the property has been listed for sale, prices asked and offers received, if any;

   (e) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

   (f) 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;

   (g) Any such other information as may reasonably be required by the Department.

   (h) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and

structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

2. Department Review. Upon review of the above information, the Department may approve or deny the demolition permit based on the following criteria:

   (a) Whether the demolition will impair the unique character of the DDD;

   (b) Whether there are redevelopment plans for the site;

   (c) Whether the redevelopment plans conform to the DDD code;

   (d) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

3. Administrative Appeal. Any applicant denied a demolition permit by operation of this Code may file an Administrative Appeal in accordance with Chapter 64, Articles 5 and 10, to the Board of Adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of the DDD Code presents an unreasonable economic hardship on the owner.

   (a) This 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.

   (b) In determining whether to grant an Administrative Appeal under this exception, the BZA 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.

(c) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. An owner or authorized representative of an owner appealing to the BZA shall submit by affidavit to the BZA at least the following:

(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.

Section 7 Noise Restrictions in the DDD

A. Applicability. The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

Section 8 Use Table

A. Property use restrictions

1. Property use is limited according to Table A-8.2 Use Table.

2. Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.

Table A-8.2 Use Table

Use Category	Use Sub-Category	Transect Sub and Special Districts										
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	SD-CC .1 & .6	SD-CC .2 - .4	SD-CC .5	Muni	Open
Industrial	Warehousing & Mini-Storage			R	R	R	R					
	Mixed-use Light Manufacturing Component			R	R	R	R					
	Manufacturing-Light (5,000 sf max, non-toxic)			R	R	R	R					
	Manufacturing-Heavy (over 5000 sf, non-toxic)						R					
	Processing of Food and Beverage Products						R					
	Laboratory Facility				R	R	R					
	Distribution Facility						R					
Utilities	Minor	R	R	R	R	R	R					
	Intermediate	S	S	R	R	R	R					
	Major				C	C	C					
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R	R	R					
	Produce Growing, Processing & Sales		R	R	R	R	R					
Education	Private Educational Facility (Daycare)	R	R	R	R	R	R			R		
	Private Educational Facility (Elementary)		R	R	R	R	R					
	Private Educational Facility (All Levels)			R	R	R	R					
Civic Support	Religious institution (including educational)	R	R	R	R	R	R	R	R	R		
	Funeral home		R	R	R	R	R					
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R	R	R	R	R			
	Mystic society meeting hall		R	R	R	R	R					
	Museum	C	R	R	R	R	R	R	R	C	R	R
	Park / Open Space	C	R	R	R	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R	C	R	R
Automotive	Automotive Services-Light (5,000 sf max)			R	R	R	R					
	Automotive Services-Heavy (over 5000 sf)						R					
	Parking Structure				R	R	R		R		R	
	Gas Station			S	S	S	S					

Use Category	Use Sub-Category	Transect Sub and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Muni	Open
				.1	.2			.1 & .6	.2 - .4	.5		
Residential	Single-Family Dwelling	R	R	R	R	R	R			R		
	Two-Family Dwelling	R	R	R	R	R	R			R		
	Multi-Family Dwelling		R	R	R	R	R	R	R	R		
	Accessory Dwelling Unit	R	R	R			R			R		
	Senior & Elderly Housing	R	R	R	R	R	R	R	R	R		
	Nursing & Retirement Housing	R	R	R	R	R	R	R	R	R		
	Boarding Houses & Dormitories	R	R	R	R	R	R					
	Homeless & Emergency Shelter		S	S	S	S	S					
	Mixed-use Residential Component		R	R	R	R	R	R	R			
Lodging	Hotel (no room limit)				R	R	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			R		
	Short-Term Rentals	R	R	R	R	R	R					
Office	Home-office (non-primary use)	R	R	R	R	R	R			R		
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R			R		
	Work-live (office up to 80% of building sf.)		R	R	R	R	R	R	R			
	Mixed-use Office Component		R	R	R	R	R	R	R			
	Office Building		R	R	R	R	R	R	R			
Communications Facilities	Class 1 (*See Note 3*)	R	R	R	R	R	R	R	R	R	R	R
	Class 2 and 3 (*See Note 3*)	S	S	S	S	S	R	S	R	S	S	S
	Class 4 (*See Note 3*)			S	S	S	S		S		S	S

Use Category	Use Sub-Category	Transect Sub and Special Districts										
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	SD-CC .1 & .6	SD-CC .2 - .4	SD-CC .5	Muni	Open
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R			R		
	Work-live (retail up to 80% of building sf.)		R	R	R	R	R	R	R			
	Mixed-use Retail Component		R	R	R	R	R	R	R			
	Retail Building		R	R	R	R	R	R	R			
	Café		R	R	R	R	R	R	R		R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right			S*	S*	R	R	R	R			
	Drive-Thru Retail		S	S	S	S	S					
	Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people							R	R			
Note 1: Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.												
Note 2: None of the above permitted uses include an "Adult entertainment Enterprise" as defined in Chapter 64, Article 4.												
Note 3: Must meet all criteria and requirements set forth in Chapter 64, Article 4.												

R – By Right
S – By Special Exception
C – By Conditional Use Permit

Section 9 Site Plan Standards

A. Property Standards

1. Frontage. The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

   (a) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

   (b) Elements of the built environment within the front Setback are subject to all the requirements of Appendix A Section 10 C below.

2. Property Width Restrictions. Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

   (a) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum.

   (b) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

   (c) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

   (d) T-6: Fourteen (14) feet minimum, no maximum.

   (e) SD-CC: Fourteen (14) feet minimum, no maximum.

   (f) Municipal and Open: No minimum or maximums.

   (g) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of the

original adoption of the Downtown Development District (May 13, 2014), may be developed as one (1) property.

3. Property Assembly. Properties may be assembled with Planning Commission approval according to the following:

   (a) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

4. Setbacks and Number of Buildings per lot**.** The Setback and number of buildings per lot shall comply with the following standards as set out in Table A-9.1 Site Configuration**:**

Table A-9.1 Site Configuration

<table>
<tr><th rowspan="2">Sub-District</th><th rowspan="2">Element</th><th colspan="4">Setbacks</th><th rowspan="2">Buildings Per Lot
Enclosed conditioned space</th></tr>
<tr><th>Primary Frontage[2]</th><th>Secondary Frontage</th><th>Side</th><th>Rear</th></tr>
<tr><td rowspan="3">T-3</td><td>Primary Buildings</td><td>10 ft—18 ft[1]</td><td>5 ft min.</td><td>10 ft min[1]</td><td>20 ft min.</td><td rowspan="3">2 max</td></tr>
<tr><td>Outbuildings</td><td colspan="2" rowspan="2">To rear of the Facade</td><td colspan="2">Unrestricted if fire rating requirements are met</td></tr>
<tr><td>Parking</td><td colspan="2">Unrestricted</td></tr>
<tr><td rowspan="3">T-4</td><td>Primary buildings</td><td colspan="2">12 ft max.[1]</td><td colspan="2" rowspan="2">Unrestricted if fire rating requirements are met</td><td rowspan="3">3 max</td></tr>
<tr><td>Outbuildings</td><td colspan="2" rowspan="2">To rear of the Facade</td></tr>
<tr><td>Parking</td><td colspan="2">Unrestricted</td></tr>
<tr><td rowspan="3">T-5.1</td><td>Primary buildings</td><td colspan="2">12 ft max[1]</td><td colspan="2" rowspan="2">Unrestricted if fire rating requirements are met</td><td rowspan="3">No max</td></tr>
<tr><td>Outbuildings</td><td colspan="2" rowspan="2">To rear of the Facade</td></tr>
<tr><td>Parking</td><td colspan="2">Unrestricted</td></tr>
<tr><td rowspan="3">T-5.2</td><td>Primary Buildings</td><td>5 ft max.[1]</td><td>12 ft max.[1]</td><td colspan="2" rowspan="2">Unrestricted if fire rating requirements are met</td><td rowspan="3">No max</td></tr>
<tr><td>Outbuildings</td><td colspan="2" rowspan="2">To rear of the Facade</td></tr>
<tr><td>Parking</td><td colspan="2">Unrestricted</td></tr>
<tr><td rowspan="3">T-6</td><td>Primary buildings</td><td>10 ft max.[1]</td><td>12 ft max.</td><td colspan="2" rowspan="2">Unrestricted if fire rating requirements are met</td><td rowspan="3">No max</td></tr>
<tr><td>Outbuildings</td><td colspan="2" rowspan="2">To rear of the Facade at ground floor unrestricted upper stories</td></tr>
<tr><td>Parking</td><td colspan="2">Unrestricted</td></tr>
<tr><td rowspan="3">SD-WH</td><td>Primary buildings</td><td>10 ft max.</td><td colspan="4">Unrestricted if fire rating requirements are met</td><td rowspan="3">No max</td></tr>
<tr><td>Outbuildings</td><td colspan="4">Unrestricted if fire rating requirements are met</td></tr>
<tr><td>Parking</td><td colspan="4">Unrestricted</td></tr>
<tr><td rowspan="3">SD-CC.1-4 and CC.6</td><td>Primary buildings</td><td>60 ft max.</td><td colspan="4">Unrestricted if fire rating requirements are met</td><td rowspan="3">No max.</td></tr>
<tr><td>Outbuildings</td><td colspan="4">Unrestricted if fire rating requirements are met</td></tr>
<tr><td>Parking</td><td colspan="4">Unrestricted</td></tr>
<tr><td rowspan="3">SD-CC.5</td><td>Primary buildings</td><td>12 ft max.</td><td colspan="4" rowspan="2">Unrestricted if fire rating requirements are met</td><td rowspan="3">3 max.</td></tr>
<tr><td>Outbuildings</td><td rowspan="2">To rear of the facade</td></tr>
<tr><td>Parking</td><td colspan="4">Unrestricted</td></tr>
<tr><td rowspan="3">Municipal</td><td>Primary buildings</td><td colspan="5" rowspan="2">Unrestricted if fire rating requirements are met</td><td rowspan="3">No max.</td></tr>
<tr><td>Outbuildings</td></tr>
<tr><td>Parking</td><td colspan="5">Unrestricted</td></tr>
<tr><td rowspan="3">Open</td><td>Primary buildings</td><td colspan="5" rowspan="2">Unrestricted if fire rating requirements are met</td><td rowspan="3">No max.</td></tr>
<tr><td>Outbuildings</td></tr>
<tr><td>Parking</td><td colspan="5">Unrestricted</td></tr>
<tr><td colspan="7">[1]May match Setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.</td></tr>
<tr><td colspan="7">[2]Buildings along Government Street may be set back an additional 12 feet beyond the maximum front Setback.</td></tr>
</table>

B. Building Placement Standards

1. Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

2. The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to Table A-9.1 Site Configuration. Where multiple buildings occupy a single property a principal building shall be designated.

3. Buildings shall be set back from the boundaries of their properties according to Table A-9.1 Site Configuration. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table A-9.1 Site Configuration standards.

4. The Facade shall be parallel to the primary front property line. The primary entrance shall be through the Facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

C. Parking standards

1. Required vehicular parking.

   (a) Vehicular parking is not required in T-3, T-4, T-5 and SD-WH, Municipal or Open sub-districts, or for structures existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014).

   (b) Within T-6, parking shall be provided for all new construction at the

following minimum rates:

(1) Office: Three (3) spaces per one thousand (1,000) square feet.

(2) Lodging: One (1) space per bedroom.

(3) Residential: One (1) space per unit.

(4) Retail: no required parking.

(5) Restaurant and café: no required parking.

(c) Within SD-CC, parking shall be provided for all new construction at the following minimum rates:

(1) Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people: One (1) space per ten (10) seats.

(2) Office: One (1) space per five-hundred (500) square feet.

(3) Lodging: One (1) space per two guest rooms.

(4) Residential: One (1) space per unit.

(5) Retail: no required parking.

(6) Restaurant and café: no required parking.

(d) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6 and SD-CC.1-.4 and .6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(e) Required parking in T-6 and SD-CC.1-.4 and .6 sub-districts may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand, five hundred

(1,500) feet of the property.

(f) Required parking for developments within the SD-CC.5 sub-district must be provided on-site within the SD-CC.5 sub-district.

(g) In SD-CC.1-.4 and .6 sub- districts, parking may be shared among uses within the district. The minimum amount of parking provided within the district must meet the minimum parking requirement for the single use with the highest number of required parking spaces.

2. Vehicular parking design requirements.

(a) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(b) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(c) For parking lots along frontages, one (1) of the following masking options is required:

(1) Liner buildings may be used to mask parking lots.

(2) A hedge, evergreen vines, other evergreen planting materials, combined with a metal Fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls

and Fences shall be a minimum of three (3) feet in height.

(3) When parking lots are surfaced with crushed stone, brick, rolled concrete pavers or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(d) For parking structures along frontages, in all sub-districts where allowed, except for SD-CC sub-districts, one (1) of the following masking options is required:

(1) Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

(2) Within B-street frontages, a hedge, evergreen vines or other evergreen planting materials combined with a metal Fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(e) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(f) Parking lot accessory structures.

(1) Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only

be sized and used to shelter collection and security operations related to the parking use.

3. Vehicular parking access.

(a) Parking shall be accessed from the secondary frontage where available.

(b) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

(1) T-3 & T-4: Forty-two (42) feet minimum.

(2) T-5: Fifty-four (54) feet minimum.

(3) T-6: Seventy-two (72) feet minimum.

(4) SD-WH and SD-CC: Fifty-four (54) feet minimum.

(c) Driveways are limited in width as follows:

(1) T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

(2) T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage;

(3) SD-CC is limited as follows:

a. South Lawrence Street: ten (10) feet in width within the frontage;

b. Civic Center Drive: twenty-five (25) feet in width within the frontage; and

c. Canal Street and South Claiborne Street: thirty-six (36)

feet in width within the frontage.

(d) Crushed stone surfaces shall be limited to driveways.

(e) Curb-cut standards and limits.

(1) Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

(2) The number of curb-cuts is limited as follows:

(3) T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage.

(4) SD-CC districts are limited to one (1) curb-cut per lot per street frontage along South Lawrence Street and Civic Center Drive, and one (1) curb-cut for every two-hundred linear feet of street frontage along Canal Street and South Claiborne Street.

4. Bicycle parking.

(a) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

(1) Bicycle racks shall be inverted-U, pole and ring, or removable

ring types.

(2) Bicycle racks shall not be located within the following areas:

a. Within five (5) feet of fire hydrants.

b. Within four (4) feet of loading zones and bus stop markers.

c. Within three (3) feet of driveways and manholes.

d. Within two (2) feet of utility meters and tree boxes.

e. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

f. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow one (1) foot of distance between a bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

g. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

h. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

D. Garbage Collection Standards.

1. Garbage containers may only be placed on the sidewalk with the following restrictions:

(a) Containers shall be removed from the public right-of-way within two

(2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

(b) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

2. Dumpsters.

(a) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

(b) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(c) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in Appendix A Section 10 B below, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(d) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(e) Construction dumpsters, used for construction projects, are exempt from this paragraph.

Section 10 Building Specifications

A. Building Specifications and Parking Deck Height Standards

1. Building height is measured in stories for each above-ground level according to the following:

   (a) Stories are measured from finished floor to finished ceiling.

   (b) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

   (c) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

   (d) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts, including SD-CC, and thirty-five (35) feet in SD-WH is counted as multiple stories.

   (e) Unfinished attics are not included in building height measurement.

   (f) Height may be increased to match structures on contiguous lots within the same transect sub-district.

   (g) For free-standing parking structures, building height is measured in feet.

2. Building height is limited to the following maximum heights:

   (a) Two (2) stories in T-3 and 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

(d) Six (6) stories in SD-WH.

(e) In SD-CC sub-districts as follows:

(1) SD-CC.1: thirteen (13) stories,

(2) SD-CC.2: sixteen (16) stories,

(3) SD-CC.3: ten (10) stories,

(4) SD-CC.4: eight (8) stories,

(5) SD-CC.5: three (3) stories,

(6) SD-CC.6: three (3) stories.

(f) In Municipal and Open sub-districts, height is limited to four (4) stories.

(g) There are no building height restrictions in T-6.

(h) Height may be increased to match structures on contiguous lots within the same transect sub-district.

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 and SD-WH and Municipal, and

(c) Eighty (80) feet in T-6 and SD-CC.2-4.

(d) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached

building(s).

4. Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

5. Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

B. Building Materials Standards

1. Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

2. All openings, including but not limited to Porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

3. ~~Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.~~ [DELETE this section, as it is repeated in 4-a below]

4. Exterior finish.

   (a) Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.

   (b) Exterior finish in T-3, T-4 and T-5 sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone. In T-6, Municipal, Open and SD-CC sub-districts, exterior finish materials additionally include carbon-based wall systems

(including carbon fiber), ceramics, concrete and concrete panels, fiber-cement panels, glass, masonry (including brick, stone, concrete masonry units, and thin-veneer versions of these materials), metal and metal panels, panelized architectural rainscreen systems (any material), photo-voltaic panels (glass or plastic), polymer-based wall cladding, pre-cast concrete, stucco, thin brick, and timber (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

5. Roofs.

   (a) Roofing material in T-3, T-4 and T-5 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp and shingles including: asphalt, fiberglass, cement fiber, wood or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In T-6, Municipal, Open and SD-CC sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

   (b) The following roofing materials are prohibited in all sub-districts except for T-6, Municipal, Open and SD-CC sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

   (c) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

6. Foundations.

(a) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, Gallery and Shopfront.

(b) Foundations of new additions may match those of the existing building.

(c) Raised foundations in T-3, T-4 and T-5 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(d) Lattice, if used in T-3, T-4 and T-5 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(e) Any solid infill in T-3, T-4 and T-5 sub-districts between the piers should be recessed.

(f) Foundations in T-3, T-4 and T-5 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(g) The following foundation materials are prohibited in T-3, T-4 and T-5 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers,

imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

7. Fences and Walls.

(a) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(b) A Fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH and SD-CC).

(c) Unimproved lots may have Fences with a maximum height of six (6) feet along any property line.

(d) Materials.

(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.

(3) In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in (e) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Fence and wall material may be allowed in combination as

approved by the CRC and ARB as applicable.

(e) Prohibited Fence materials.

(1) Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(2) Chain-link Fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

8. Transparency.

(a) The use of Reflective Glass is prohibited along public frontages within the first six (6) stories from the ground level. In SD-CC sub-districts, Reflective Glass is prohibited along the South Lawrence Street and Civic Center Drive frontages but is allowed on all stories fronting Canal Street and South Claiborne Street (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices). Tinted Glass may be allowed as follows:

(1) A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(b) All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

(c) Security bars on windows or doors shall not be visible from the

street.

C. Building Frontage Standards

1. Frontages general.

(a) The frontage is 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.

(b) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building Facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

(1) Streetscreens shall be between four (4) and eight (8) feet in height.

(2) Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

(3) Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting

behind to increase opacity.

(4) Streetscreens are not considered Fences for the purposes of the regulations of this section.

(c) Frontages are divided into the following types: lawn, terrace, Stoop, common entry, pedestrian forecourt, vehicular forecourt, Gallery, shopfront and Plaza.

(d) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(e) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti and St. Joseph Streets shown on the Zoning Map. All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(f) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(g) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to T-6, Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the

Architectural Review Board, which may limit size, design and material choices).

(h) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

(1) At secondary frontages towards the rear of the property.

(2) At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

(3) At all frontages within SD-WH.

(i) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see Chapter 17).

2. Encroachments general.

(a) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the City Engineer.

(b) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the City Engineer and a Right-of-Way Use Agreement. The right-of-way permit and the Right-of-Way Use Agreement may require procurement and maintenance of general liability insurance

naming the City as an additional insured.

(c) Awnings shall not be considered permanent structures and do not require a permit from the City Engineer.

(d) Canopies shall not be considered permanent structures and do not require a permit from the City Engineer unless supported by a pole or column(s) located in the right-of-way.

(e) Awnings and canopies shall not be located within two (2) feet of any curb.

3. Frontage Standards. Additions to Existing Buildings.

(a) Additions to existing buildings in general.

(1) Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

(2) Additions to existing buildings may match the foundations, Porch depth and finished floor elevations of the existing building.

(3) New addition encroachments into the front Setback are permitted as follows:

a. Porches, stairs, Stoops and ramps may encroach into the front Setback as follows:

1. Up to fifty (50) percent of the front Setback depth in T-3 and one hundred (100) percent in all other sub-districts.

2. Porches shall be no less than eight (8) feet deep in T-3,

and five (5) feet deep in T-4.

(b) Additions to existing buildings in T-3 sub-districts.

(1) The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) Shopfronts and galleries are prohibited in T-3.

(c) Additions to existing buildings in T-4 sub-districts.

(1) The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) T-4 Frontages may be paved up to one hundred (100) percent of

their area. Paving shall consist of unit masonry or concrete.

(5) Shopfronts maybe permitted in T-4. Galleries are prohibited.

(d) Additions to existing buildings in T-5 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-5.2.

(4) Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

(5) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(6) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed six hundred (600) square feet in yard area.

(7) Shopfronts and galleries are permitted in T-5.

(e) Additions to existing buildings in T-6 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade

along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-6.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in T-6.

(f) Additions to existing buildings in SD-WH sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) An iron Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of six feet.

(4) Frontages may be paved up to one hundred (100) percent of

their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(g) Additions to existing buildings in SD-CC sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above the adjacent grade.

(3) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet, with the exception of SD-CC.5 properties fronting South Lawrence Street, where it is limited to a maximum height of six (6) feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the

maximum front setback.

(6) Shopfronts and galleries may be permitted in SD-CC sub-districts as noted in Table A-10.1.

(h) Additions to existing buildings in Municipal and Open sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table A-10.1.

Table A-10.1 Frontage Type Summary

Frontage Type	Transect Sub-Districts									
	T-3	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**SD-WH**	**SD-CC.1-4 and 6**	**SD-CC.5**	**Municipal**	**Open**
Lawn	R	R				R	R	R	R	R
Terrace	R	R	R	R		R	R	R	R	R
Stoop		R	R	R	R	R		R	R	R
Common Entry		R	R	R		R	R	R	R	R
Pedestrian Forecourt			R	R	R	R		R	R	R
Vehicular Forecourt					R	R	R		R	R
Gallery			R	R	R		R		R	R
Shopfront		R	R	R	R	R	R		R	R
Plaza							R		R	R

R - Allowed

Blank – Prohibited

4. Frontage Types and Standards for New Construction. See Table A-10.1 Frontage Type Summary

(a) Lawn (not permitted in T-5.1, T-5.2 or T-6).

(1) General characteristics: The Facade 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) The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Encroachments into the front Setback are permitted as follows:

a. Porches, stairs and ramps may encroach into the front Setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

b. Bay windows, roof overhangs, cornices, window and door surrounds and other Facade decorations may encroach into the front Setback up to two (2) feet.

c. Stoops may encroach into the front Setback up to four (4) feet.

d. Stoops may be covered by a roof structure supported by

columns or wall brackets.

(4) Fences may be permitted as follows:

a. A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

b. A Fence or wall may be installed along the side and rear property lines beyond the front Facade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, SD-CC, Municipal and Open sub-districts).

c. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(5) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

(6) Building foundations shall be 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. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) Terrace (not permitted in T-6).

(1) General characteristics: The Facade is set back from the front property line by an elevated patio.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A raised terrace is required as follows:

a. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front Setback for one hundred (100) percent of the width of the Facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

b. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may

be paved or landscaped.

(4) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

(5) Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls

shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(6) In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

(7) In T-5, SD-WH, SD-CC, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(c) Stoop (not permitted in T-3 or SD-CC.1-4 and SD-CC.6).

(1) General characteristics: The Facade 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) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A Stoop is required as follows:

a. A masonry Stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front

Setback at the primary entrance. Additional Stoops may be located at secondary entrances.

b. Stoops shall be between four (4) and six (6) feet deep.

c. Stoops may be recessed into the building Facade as an alternative to encroaching into the Setback.

d. Stairs providing access to a Porch or Stoop may encroach up to the property line.

e. Stoops may be covered by a roof structure supported by columns or wall brackets.

(4) An iron Fence with or without masonry piers is permitted at the front property line in T-4.

(5) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(d) Common entry (not permitted in T-3 or T-6).

(1) General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

(2) The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(4) Stairs providing access to entrances may encroach up to the property line.

(5) An iron, steel or aluminum that appears to be iron Fence with or

without masonry piers is allowed at the front property line in T-4.

(6) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(e) Pedestrian forecourt (not permitted in T-3 or T-4).

(1) General characteristics: 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.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard size limits are as follows:

1. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

2. Municipal and Open sub-districts: no larger than one

thousand six hundred (1,600) square feet.

3. SD-CC sub-districts: no size limit.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(4) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend

beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(5) Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

(6) Pedestrian forecourt frontages may include all elements of a Gallery frontage except within the entry courtyard.

(f) Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2 or SD-CC.5).

(1) General characteristics: 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 for vehicular access.

(2) Courtyards shall recess no more than fifty (50) percent of the building Facade.

(3) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation

requirements.

(4) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard size limits are as follows:

1. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

2. SD-CC .1-4 and SD-CC.6 sub-districts: no size limit.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(5) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width

of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

i That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

ii Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a Porte-Cochere in which case the maximum depth is thirty (30) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(g) Gallery (not permitted in T-3, T-4, SD-WH or SD-CC.5).

(1) General characteristics: The Facade is aligned close to the front

property line with an attached lightweight colonnade overlapping the sidewalk.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A Gallery is required as follows:

a. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

b. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

c. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the Facade without gaps.

(4) Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

a. Columns shall be centered on the spandrel beam.

b. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

c. Columns shall have a base, shaft and capital.

d. Columns shall be located a minimum of seven (7) feet from

the Facade.

(5) Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

a. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

b. Gallery deck structure shall be exposed.

c. Gallery decks shall be located above the top of transom windows.

(6) Galleries in applicable SD-CC, Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(7) Upper story railings shall be painted metal.

(8) Upper story columns and railing posts shall align with columns below.

(9) Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the Gallery.

(10) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(11) Gallery frontages may include all elements of a shopfront frontage.

Figure A-10.1 Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(h) Shopfront (not permitted in T-3 and SD-CC.5).

(1) General characteristics: 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. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (SD-CC, Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

a. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in Figure A-10.1

Shopfront Elevation Elements.

b. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

c. Transom windows shall have dividing muntins and be free of signage.

d. Shopfront sign(s) shall be installed above transom windows.

e. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

(4) Shopfronts are subject to the following glazing and coverage requirements:

a. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

b. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

c. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

d. Entries may be recessed from the Facade up to eight (8) feet in depth.

(5) 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.

(6) Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3)

feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(i) Plaza (not permitted in T-3, T-4, T-5.1, T-5.2, T-6 and SD-CC.5).

(1) General characteristics: The building facade at the ground floor is oriented to a large area designed to accommodate large gatherings. The area may incorporate one or more of the features of other frontage types, including lawn areas, terrace areas, vehicular forecourts, shopfronts and galleries. The Plaza may extend from a street frontage around a building.

(2) The finished floor elevation of the first floor shall be as needed to comply with flood elevation requirements.

(3) Ground floor movable commercial uses may utilize the Plaza area for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

(4) Plaza frontages may include awnings, canopies and Porte-Cochères as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Canopies and Porte-Cochères shall be fixed and constructed of metal, wood or any other building or roofing materials,

singly or in combination, identified in 64-3.I.14.(d) and (e) .

c. All awnings shall be set back from the curb a minimum of two (2) feet.

d. A minimum of eight (8) foot clearance to the bottom of the frame shall be maintained above sidewalks, or fourteen (14) foot clearance over vehicular circulation areas.

(5) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

Section 11 Signage

A. General requirements

1. Signs must be permitted as specified in Article 10.

2. Signage may be permitted according to Table A 11.1, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

3. Parking lots throughout the district may install one (1) parking sign.

4. Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

5. One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

6. Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

7. Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight (8) foot clearance above adjacent grade.

8. All signage permitted in this section except for yard signs may encroach into the right-of-way.

9. Painted murals may be permitted along secondary frontages and walls

internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

10. Banners that comply with Chapter 64, Article 4 of the City Code, as amended are permitted.

B. Neon and LED signs

1. Non-animated neon and LED signs are allowed inside storefront windows.

2. The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

3. The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

C. Upper building signs

1. A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate Facades on buildings more than ten (10) stories high.

2. Upper building signs are limited to the following:

   (a) The identification of the building or the name of one (1) tenant of the building;

   (b) A maximum of eighty (80) percent of the width of the building wall

upon which it is placed;

(c) A maximum of one (1) horizontal or vertical line of letters or symbols;

(d) A maximum font size of eight (8) feet in any dimension;

(e) A maximum logo or emblem size of ten (10) feet in any dimension.

D. Abandonments

1. An abandoned sign must be removed within ninety (90) days from the: date official notice is given by the Department. 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 abandonment unless property remains vacant for a period of six (6) months or more.

E. Residential uses, home offices and live-works in T-3 and T-4

1. Signage shall not be illuminated.

2. Home business signage may be permitted in accordance with Table A-11.1 Signage Standards, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

F. Pylon signs.

1. Pylon signs are only allowed in SD-CC.2, 3 and 4 sub-districts, fronting South Claiborne Street.

2. Two types of Pylon signs are available within the SD-CC district: large and medium.

(a) The large Pylon sign is intended to serve the entire SD-CC district

and provide visibility to Interstate 10 regarding events and businesses within the overall SD-CC district. The overall SD-CC district is allowed one large Pylon sign.

(b) The medium Pylon sign is intended to serve individual developments (such as a hotel, restaurant, retail store, etc.) located within the SD-CC.2, 3 and 4 sub-districts. Each individual development, if located on a separate lot, is allowed one medium Pylon sign each.

3. Pylon signs within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices.

4. A Pylon sign may include as part of the overall sign area 'Electronic or digital signs,' subject to compliance with following requirements:

(a) Electronic or Digital Signs may display animation and effects, so long as they do not flash or constitute a flashing sign as defined in section 64-11 of the City Code.

(b) All Electronic or Digital Signs shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions.

(c) The maximum brightness levels for Electronic or Digital Signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

(d) The maximum brightness levels for Electronic or Digital Signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(e) Written certification from the sign manufacturer must be provided at

the time of application for a sign permit certifying that the light intensity of the electronic or digital sign has the ability to be set to not to exceed the illumination levels established by this section, and that the intensity level is protected from manipulation by password protected software or other approved method.

(f) All Electronic or Digital Signs shall contain a default design that will freeze the device and message in one position if a malfunction occurs.

(g) Due to the proximity of Interstate 10, additional review and approval by the Alabama Department of Transportation may be required.

Table A-11.1 Signage Standards

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
1. Sandwich Board	1 per business, shall be removed outside of business hours	Maximum 2 feet wide by 3 feet tall. Sandwich board shall not reduce pedestrian passage width to less than 4 feet	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC
2. Diagonal Corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
3. Fabric Awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
5. Upper Building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3-feet tall by building length, except in SD-CC districts facing South Claiborne Street, where it may be 8 feet tall.	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
6. Hanging Blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
7. Individual Storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
8. Internal Neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
9. Painted Wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
10. Yard Blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
11. Address Number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH, SD-CC

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
12. Wall Plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum: 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6 and SD-CC.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
13. Wayfinding Sign	May be located on right-of-way or private property, 1 per block or site	Maximum 5 ft. tall; Maximum 20 sq.f.t of signage per face, Maximum total of 50 sq.ft. of signage on all faces.	No Restrictions	Allowed on A Streets in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
14. Monument Sign	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces. In SD-CC districts, sign may be a maximum of 20 feet wide, with a limit of 100 sq. ft. of signage per face.	No Restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6
15. Free-Standing/Pole Signs	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No Restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH, SD-CC.1-4 and SD-CC.6
17. Parking Lot Identification Signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH, SD-CC.1-4 and SD-CC.6
18. Pylon - large	1 per Special District, only fronting South Claiborne Street	Maximum height 60 feet; maximum area 300 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4
19. Pylon - medium	1 per site, only fronting South Claiborne Street	Maximum height 30 feet; maximum area 150 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
20. Wall	1 per building façade.	Maximum area 300 square feet per façade.	No restrictions.	SD-CC.2-4

Figure A-11.1 Signage Standards

Section 12 Definitions

A. Provisions This subsection provides definitions for terms in this Appendix A that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then Department shall determine the correct definition.

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-Street".

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.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile 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 one hundred (100) persons that serves alcohol.

Blade Sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) 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 (1) foot in four and one-half (4½) feet. In the O-SH and DDD, the vertical extent of a building measured in stories, from finished grade.

Building Placement: The placement of a building on its property.

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-(100) 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: Refers to chapter 64 "Zoning" of the City Code.

Civic Parking Reserve: A parking structure or parking lot with no less than twenty (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.

Civil 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.

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 (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

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.

Electronic or digital signs: Any sign, billboard, display, or device, or portion thereof, which electronically changes the fixed display screen composed of a series of lights, including light emitting diodes, fiber optics, or other similar technology. "Digital or electronic signs" include computer programmable, microprocessor controlled electronic, or digital displays that display electronic images, graphics, or pictures, with or without textual information.

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 may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments.

Frontage: The portion of a site which faces a street right-of-way or civic 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 (3) feet apart.

Historic District: A geographically defined area designated by the City Council in Chapter 44.

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.

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.

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 & 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.

Mixed Use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or *MHDC:* The City Historic Development Commission established by Chapter 44 of the Mobile 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: Ground mounted sign with a maximum height of six feet, where the base is at least 2/3rds of the sign width.

Mural: Any graphic painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

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.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

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 ten (10) feet.

Parking Structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Plaza: An open area that is usually near buildings and that often has landscaping and places to sit or walk.

Porch: A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Portable Retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: 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.

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 façade, 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.

Pylon: A large structure with signage.

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.

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.

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.

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 one hundred (100) person occupancy load that serves food.

Secondary Frontage: A frontage that is not the principal frontage.

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 (1) 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.

Streetscreen: A freestanding wall or Fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

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.

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, 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."

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.

Proposed amendments to

Section 64-3.I. - Downtown Development District

of the existing Zoning Ordinance

Proposed amendments are highlighted in yellow.

Sec. 64-3. Districts.

I. *Downtown development district.*

1. *Authority and intent.*

(a) The purpose of this subsection I is to create a new zoning code for the downtown development district ("DDD") as defined herein. The new code may be known as and referred to as the "DDD code."

(b) The council is authorized to adopt the DDD code by Alabama Code §§ 11-52-70—11-52-84 (1975) and by section 64-9 of this chapter.

(c) The DDD code is intended 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;

(4) Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

2. *Applicability.*

(a) The DDD code applies to all properties located within the DDD (see plate A, regulating plan).

(b) The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the 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.

(c) Terms used throughout the DDD code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions and definitions in the existing local codes, the definitions take precedence.

(d) The definitions contain regulatory language that is integral to the DDD code.

3. *Establishment of sub-districts.*

(a) The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

(1) T-6: a mixed-use district of high intensity.

(2) T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.

(3) T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.

(4) T-3: a low-density residential district.

(5) SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.

(6) SD-CC: a special district established to guide the redevelopment of the Civic Center site, primarily dedicated to entertainment, office, retail, lodging, residential and related uses.

(7) Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as plazas or parks.

(8) Open: a district for sites dedicated to public open spaces, such as plazas or parks.

(9) SD: all special districts except SD-WH and SD-CC require a master plan be completed in coordination with the planning section. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the planning commission and the city council.

(b) The transect sub-districts and special district boundaries are as shown on the DDD regulating plan (see plate A). Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

(c) Regulations of subsection 64-3.I. pertaining to T-5 and SD-CC apply to all sub-districts of T-5 and SD-CC.

(d) Planned unit development, as set forth in section 64-5 of the City Code, is not applicable within the DDD.

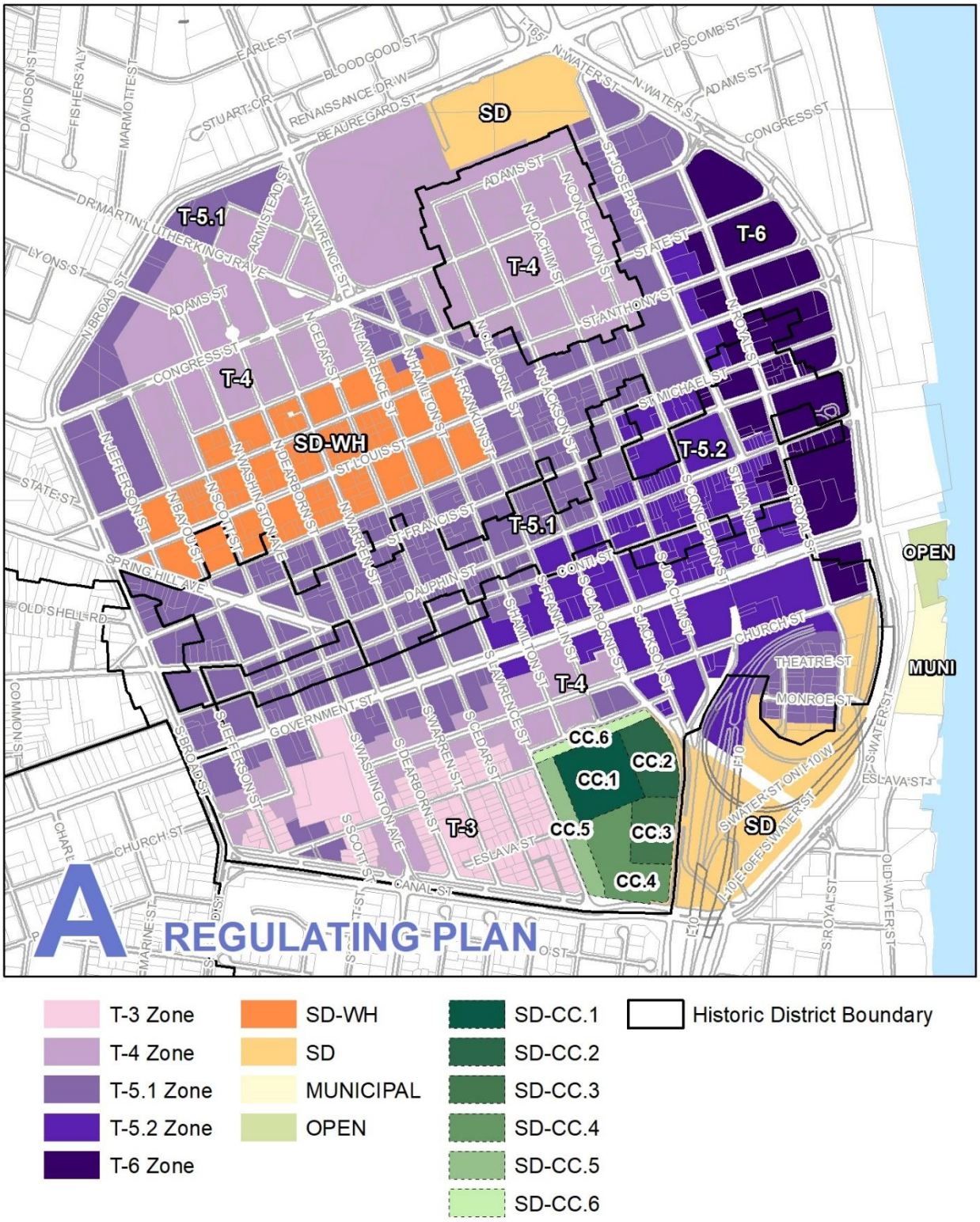

A
REGULATING PLAN
SD
T-5.1
T-6
T-4
T-4
SD-WH
T-5.2
T-5.1
T-4
T-3
OPEN
MUNI
SD
CC.6
CC.2
CC.1
CC.5
CC.3
CC.4
T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
SD-CC.1
SD-CC.2
SD-CC.3
SD-CC.4
SD-CC.5
SD-CC.6
Historic District Boundary

Plate A

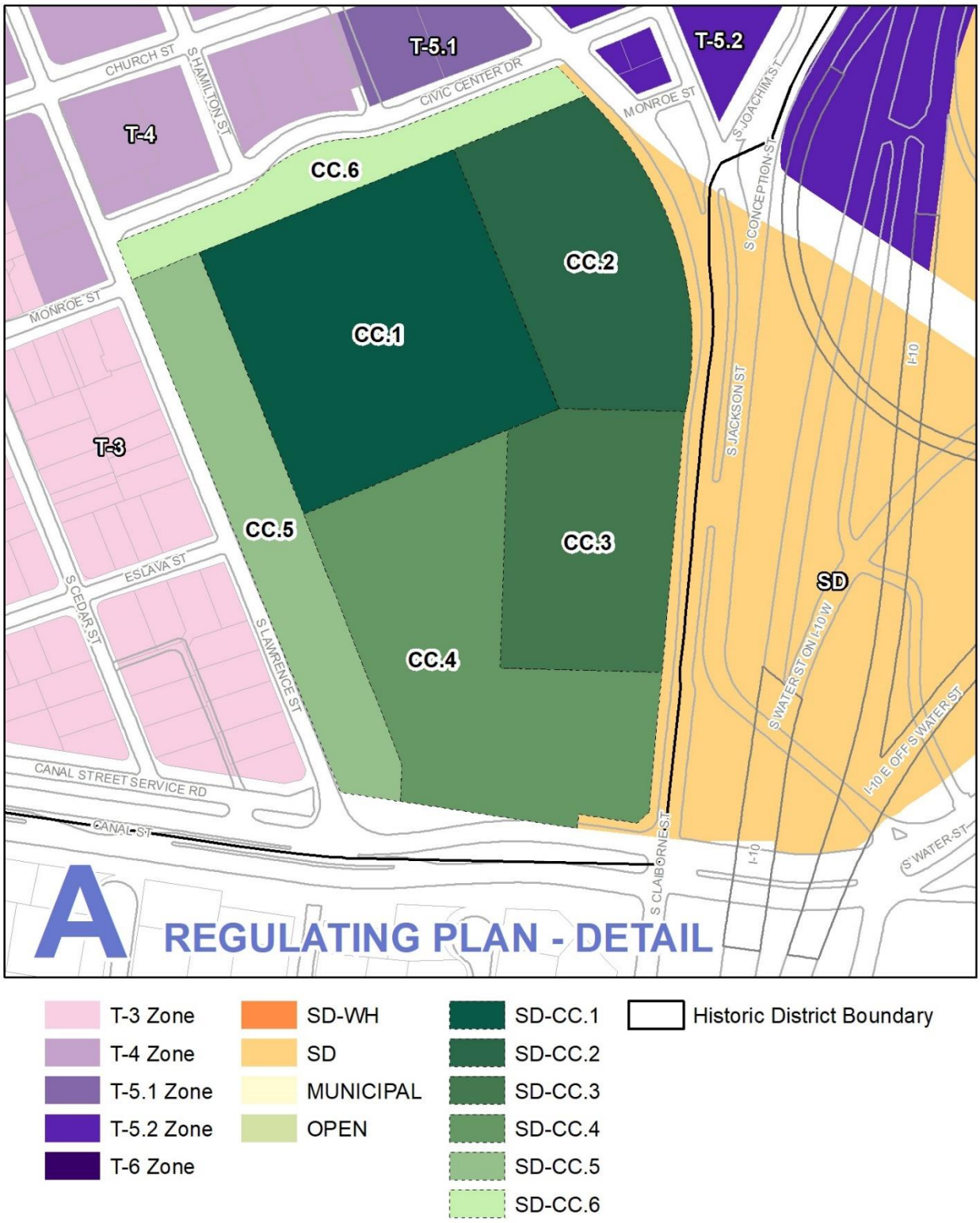


Plate A, Detail: Special District – Civic Center

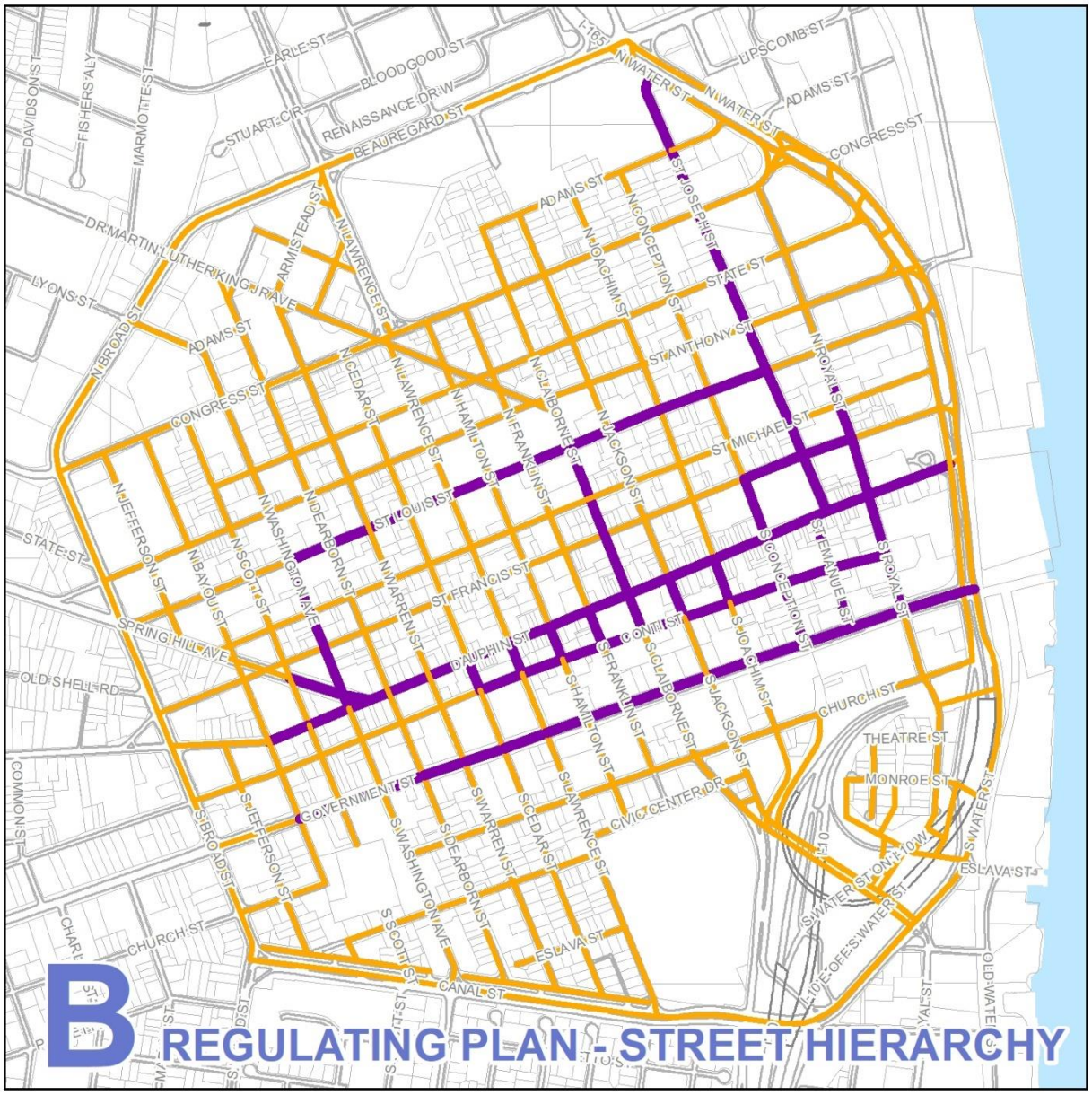


Plate B

4. *Administration, instruction, amendments and variances.*

(a) *Administration.*

(1) The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department, and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

I. The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

i. Landscaping and tree requirements;

ii. Dimensional adjustments that do not constitute an increase or decrease of more than 15% for the following design elements: awnings, balconies, canopies, galleries, stoops, terraces and signage.

iii. Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

iv. Transparency requirements for windows may be reduced up to five (5) percent of the minimum percentage required.

II. The CRC is not authorized to approve dimensional adjustments for lot size, set backs or building heights.

(b) *Instructions.*

(1) 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.

(2) Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

(3) All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

(4) This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than 3 stories.

(5) Site Plans submitted for approval shall comply with:

I. Nonconformities, if any (paragraph 64-3.I.5);

II. Site plan: Property standards (paragraph 64-3.I.8);

III. Site plan: Property use restrictions (paragraph 64-3.I.9);

IV. Site plan: Building placement standards (paragraph 64-3.I.10);

V. Site plan: garbage collection standards (paragraph 64-3.I.12).

(6) Building design documents submitted for approval shall demonstrate compliance with:

I. Building design documents: Building and parking deck height standards (paragraph 64-3.I.13);

II. Building design documents: Building material standards (paragraph 64-3.I.14);

III. Building design documents: Frontage standards (paragraph 64-3.I.15);

IV. Building design documents: Signage standards (paragraph 64-3.I.16).

(7) Work in historic districts. All properties located in the DDD and a local historic district shall, in addition to complying with the development standards in 64-3.I.9 through .16, receive a certificate of appropriateness from the architectural review board as required by section 44-76 of the City Code prior to receiving a building permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a building permit and/or undertaking work.

(c) *Planning approval.* Uses in the chart identified by "P" in any column are permitted in that particular district upon approval of their location and site plan by the planning commission as being appropriate with regard to transportation and access, water supply, waste disposal, fire and police protection, and other public facilities; as not causing undue traffic congestion or creating a traffic hazard; and as being in harmony with the orderly and appropriate development of the district in which the use is located. Such uses are also subject to any conditions and limitations imposed by the planning commission.

(d) *Regulating plan amendments.*

(1) Adjustments to the transect sub-district and special district boundaries are limited to the following:

I. Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the planning commission and city council.

II. Reconciliations of transect sub-district require approval by the planning commission and city council.

III. Modifications of boundaries resulting in a change from SD-WH or SD-CC to an adjacent mapped transect sub-district require approval by the planning commission and city council.

(2) Master plans executed for special district according to paragraph 64-3.I.3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to a regulating plan.

(e) *Variances.*

(1) An applicant may appeal any decision of the planning & zoning department and/or the CRC to the board of zoning adjustment.

(2) An applicant may request a variance from the requirements of section 64-3.I

(3) All applications to the board of zoning adjustment shall be filed pursuant to section 64-8.

5. *Nonconformities.*

(a) *Uses.*

(1) Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. 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 the effective date of this ordinance.

(2) 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 the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection 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.

(3) Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

(b) *Structures.*

(1) Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

(2) Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform 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 restoration is begun within one (1) year and completed within two (2) 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.

(c) *Parking lots.* Parking lots in existence as of the effective date of this ordinance shall conform to the requirements of 64-3.I.11(b)3 not later than November 2017. Compliance may be phased with wall or fencing to be installed by November 30, 2017. If the fence and landscaping option is chosen, required landscaping to follow within eighteen (18) months of installation of the fence. Existing evergreen vegetative buffers that accomplish the intent of 64-3.I.11(b)3 are an acceptable alternative, provided they are maintained. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the city projects along said streets adjacent to the property. Location of masking required by this paragraph is subject to line of sight review and approval by traffic engineering. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

6. *Complete demolition permits.*

(a) "Complete demolition," for the purposes of this section, is defined as the razing of one or more structure(s).

(b) Any applicant seeking a permit for complete demolition within the DDD must provide the urban development department with the following minimum information:

(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) If an when the structure has been cited or received a notice of violation of the city code;

(3) 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;

(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 urban development department.

(8) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

(c) Upon review of the above information, the urban development department may approve or deny the demolition permit based on the following criteria:

(1) Whether the demolition will impair the unique character of the DDD;

(2) Whether there are redevelopment plans for the site;

(3) Whether the redevelopment plans conform to the DDD code;

(4) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(d) Any applicant denied a demolition permit by operation of this Code may appeal to the board of zoning adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of this code presents an unreasonable economic hardship on the owner.

(1) This 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) In determining whether to grant a waiver under this exception, the BZA 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.

(e) An owner or authorized representative of an owner appealing to the BZA pursuant to subparagraph 64-3.I.6(d) shall submit by affidavit to the BZA at least the following:

(1) 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.

(2) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

7. *Noise restrictions in the DDD.* The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

8. *Site plan: Property standards.*

(a) The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

(1) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

(2) Elements of the built environment within the front setback are subject to all the requirements of paragraphs 64-3.I.13 through .16.

(b) Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

(1) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum.

(2) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

(3) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

(4) T-6: Fourteen (14) feet minimum, no maximum.

(5) SD-CC: Fourteen (14) feet minimum, no maximum.

(6) Municipal and Open: No minimum or maximums.

(7) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of this section, may be developed as one (1) property.

(c) Properties may be assembled with planning commission approval according to the following:

(1) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

(d) Setbacks and buildings per lot shall comply with the following standards as set out in table 1:

Table 1: Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot[2]
		Primary Frontage[3]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft	5 ft min.	10 ft min.[1]	20 ft min.	2 max.
	Outbuildings	To rear of the facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.		Unrestricted if fire rating requirements are met		3 max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.	12 ft max.	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
SD-CC.1-4 and CC.6	Primary buildings	60 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
SD-CC.5	Primary buildings	12 ft max.	Unrestricted if fire rating requirements are met			3 max.
	Outbuildings	To rear of the facade				
	Parking		Unrestricted			
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1] May match setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.
[2] Structures containing enclosed conditioned space.
[3] Buildings along Government Street may be set back an additional 12 feet beyond the maximum front setback.

Table 2: Use Table

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Industrial	Warehousing & Mini-Storage	-	-	R	R	R	R	-	-	-	-	-
	Mixed-use Light Manufacturing Component	-	-	R	R	R	R	-	-	-	-	-
	Manufacturing—Light (5,000 sf max, non-toxic)	-	-	R	R	R	R	-	-	-	-	-
	Manufacturing—Heavy (over 5000 sf, non-toxic)	-	-	-	-	-	R	-	-	-	-	-
	Processing of Food and Beverage Products	-	-	-	-	-	R	-	-	-	-	-
	Laboratory Facility	-	-	-	R	R	R	-	-	-	-	-
	Distribution Facility	-	-	-	-	-	R	-	-	-	-	-
Agricultural	Nursery Stock Growing, Processing & Sales	-	R	R	R	R	R	-	-	-	-	-
	Produce Growing, Processing & Sales	-	R	R	R	R	R	-	-	-	-	-
Education	Private Educational Facility (Daycare)	R	R	R	R	R	R	-	-	R	-	-
	Private Educational Facility (Elementary)	-	R	R	R	R	R	-	-	-	-	-
	Private Educational Facility (All Levels)	-	-	R	R	R	R	-	-	-	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Civic Support	Religious institution (including educational)	R	R	R	R	R	R	R	R	R	-	-
	Funeral home	-	R	R	R	R	R	-	-	-	-	-
	Hospital, medical offices, veterinary medicine, ambulance service	-	R	R	R	R	R	R	R	-	-	-
	Mystic society meeting hall	-	R	R	R	R	R	-	-	-	-	-
	Museum	P	R	R	R	R	R	R	R	P	R	R
	Park / Open Space	P	R	R	R	R	R	R	R	R	R	R
	Government Building	P	R	R	R	R	R	R	R	P	R	R
Automotive	Automotive Services—Light (5,000 sf max)	-	-	R	R	R	R	-	-	-	-	-
	Automotive Services—Heavy (over 5000 sf)	-	-	-	-	-	R	-	-	-	-	-
	Parking Structure	-	-	-	R	R	R	-	R	-	R	-
	Gas Station	-	-	P	P	P	P	-	-	-	-	-
Residential	Single-Family Dwelling	R	R	R	R	R	R	-	-	R	-	-
	Two-Family Dwelling	R	R	R	R	R	R	-	-	R	-	-
	Multi-Family Dwelling	-	R	R	R	R	R	R	R	R	-	-
	Accessory Dwelling Unit	R	R	R	-	-	R	-	-	R	-	-
	Senior & Elderly Housing	R	R	R	R	R	R	R	R	R	-	-
	Nursing & Retirement Housing	R	R	R	R	R	R	R	R	R	-	-
	Boarding Houses & Dormitories	R	R	R	R	R	R	-	-	-	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Residential, continued	Homeless & Emergency Shelter	-	P	P	P	P	P	-	-	-	-	-
	Mixed-use Residential Component	-	R	R	R	R	R	R	R	-	-	-
Lodging	Hotel (no room limit)	-	-	-	R	R	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	-	-	R	-	-
Office	Home-office (non-primary use)	R	R	R	R	R	R	-	-	R	-	-
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R	-	-	R	-	-
	Work-live (office up to 80% of building sf.)	-	R	R	R	R	R	R	R	-	-	-
	Mixed-use Office Component	-	R	R	R	R	R	R	R	-	-	-
	Office Building	-	R	R	R	R	R	R	R	-	-	-
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R	-	-	R	-	-
	Work-live (retail up to 80% of building sf.)	-	R	R	R	R	R	R	R	-	-	-
	Mixed-use Retail Component	-	R	R	R	R	R	R	R	-	-	-
	Retail Building	-	R	R	R	R	R	R	R	-	-	-
	Café	-	R	R	R	R	R	R	R	-	R	R

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts										
		T-3	T-4	T-5		T-6	SD-WH	SD-CC			Municipal	Open
				.1	.2			.1 & .6	.2-4	.5		
Commercial, continued	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right	-	-	P*	P*	R	R	R	R	-	-	-
	Drive-thru Retail	-	P	P	P	P	P	-	-	-	-	-
	Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people	-	-	-	-	-	-	R	R	-	-	-
NOTE: None of the above permitted uses include an "Adult Entertainment Enterprise" as defined in 64.2												

KEY

R Permitted By-Right

P Planning Approval

9. *Site plan: Property use restrictions.*

   (a) Property use is limited according to table 2.

   (b) Parking, except structured parking, is subordinate to uses permitted under this ordinance and shall not be used as a primary use on a property.

10. *Site plan: Building placement standards.*

   (a) Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

   (b) The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to table 1. Where multiple buildings occupy a single property a principal building shall be designated.

(c) Buildings shall be set back from the boundaries of their properties according to Table 1. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table 1 standards.

(d) The facade shall be parallel to the primary front property line. The primary entrance shall be through the facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

11. *Site plan: Parking standards.*

(a) *Required vehicular parking.*

(1) Vehicular parking is not required in T-3, T-4, T-5, SD-WH, Municipal or Open sub-districts, or for structures existing before the date of the adoption of this form-based code.

(2) Within T-6 parking shall be provided for all new construction at the following minimum rates:

I. Office: Three (3) spaces per one thousand (1,000) square feet.

II. Lodging: One (1) space per bedroom.

III. Residential: One (1) space per unit.

IV. Retail: no required parking.

V. Restaurant and café: no required parking.

(3) Within SD-CC, parking shall be provided for all new construction at the following minimum rates:

I. Arena, Concert Venue, Convention Center and other Assembly Uses over 1500 people: One (1) space per ten (10) seats.

II. Office: One (1) space per five-hundred (500) square feet.

III. Lodging: One (1) space per two guest rooms.

IV. Residential: One (1) space per unit.

V. Retail: no required parking.

VI. Restaurant and café: no required parking.

(4) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6 and SD-CC.1-.4 and .6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(5) Required parking in T-6 and SD-CC.1-.4 and .6 sub-districts may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand five hundred (1,500) feet of the property.

(6) Required parking for developments within the SD-CC.5 sub-district must be provided on-site within the SD-CC.5 sub-district.

(7) In SD-CC.1-.4 and .6 sub-districts, parking may be shared among uses within the district. The minimum amount of parking provided within the district must meet the minimum parking requirement for the single use with the highest number of required parking spaces.

(b) *Vehicular parking design requirements.*

(1) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(2) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(3) For parking lots along frontages, one (1) of the following masking options is required:

I. Liner buildings may be used to mask parking lots.

II. A hedge, evergreen vines, other evergreen planting materials, combined with a metal fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

III. When parking lots are surfaced with crushed stone, brick, rolled concrete pavers, or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(4) For parking structures along frontages, in all sub-districts where allowed, except for SD-CC sub-districts, one (1) of the following masking options is required:

I. Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

II. Within B-street frontages, a hedge, evergreen vines, or other evergreen planting materials combined with a metal fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

(5) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(6) Parking lot accessory structures.

I. Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

(c) *Vehicular parking access.*

(1) Parking shall be accessed from the secondary frontage where available.

(2) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

I. T-3 & T-4: Forty-two (42) feet minimum.

II. T-5: Fifty-four (54) feet minimum.

III. T-6: Seventy-two (72) feet minimum.

IV. SD-WH and SD-CC: Fifty-four (54) feet minimum.

(3) Driveways are limited in width as follows:

I. T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

II. T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage;

III. SD-CC is limited as follows:

i. South Lawrence Street: ten (10) feet in width within the frontage;

ii. Civic Center Drive: twenty-five (25) feet in width within the frontage; and

iii. Canal Street and South Claiborne Street: thirty-six (36) feet in width within the frontage.

(4) Crushed stone surfaces shall be limited to driveways.

(5) Curb-cut standards and limits.

I. Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

II. The number of curb-cuts is limited as follows:

i. T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage.

ii. SD-CC districts are limited to one (1) curb-cut per lot per street frontage along South Lawrence Street and Civic Center Drive, and one (1) curb-cut for every two-hundred linear feet of street frontage along Canal Street and South Claiborne Street.

(d) *Bicycle parking.*

(1) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

I. Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

II. Bicycle racks shall not be located within the following areas:

i. Within five (5) feet of fire hydrants.

ii. Within four (4) feet of loading zones and bus stop markers.

iii. Within three (3) feet of driveways and manholes.

iv. Within two (2) feet of utility meters and tree boxes.

v. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

vi. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow 1 foot of setback between a fifty-six-centimeter bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

vii. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

viii. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

12. *Site plan: Garbage collection standards.*

(a) Garbage containers may only be placed on the sidewalk with the following restrictions:

(1) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

(2) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

(b) Dumpsters.

(1) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

(2) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(3) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in 64-3.I.14, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(4) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(5) The floor or pad of the dumpster enclosure must be equipped with a connection to the sanitary sewer, and any discharge or runoff from the enclosure shall not be allowed to drain into any storm water drain, as required by the city engineering department, or an alternative, approved by the city engineer, that does not allow leakage of contaminants.

(6) Construction dumpsters, used for construction projects, are exempt from this paragraph.

13. *Building specification: Building and parking deck height standards.*

(a) Building height is measured in stories for each above-ground level according to the following:

(1) Stories are measured from finished floor to finished ceiling.

(2) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

(3) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

(4) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts, including SD-CC, and thirty-five (35) feet in SD-WH is counted as multiple stories.

(5) Unfinished attics are not included in building height measurement.

(6) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(7) For free-standing parking structures, building height is measured in feet.

(b) Building height is limited to the following maximum heights:

(1) Two (2) stories in T-3 and T-4,

(2) Three (3) stories in T-5.1,

(3) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories, and

(4) Six (6) stories in SD-WH.

(5) In SD-CC sub-districts as follows:

I. SD-CC.1: thirteen (13) stories,

II. SD-CC.2: sixteen (16) stories,

III. SD-CC.3: ten (10) stories,

IV. SD-CC.4: eight (8) stories,

V. SD-CC.5: three (3) stories,

VI. SD-CC.6: three (3) stories,

(6) In Municipal and Open sub-districts, height is limited to four (4) stories.

(7) There are no building height restrictions in T-6.

(8) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(c) Parking deck height is limited to the following maximum heights:

(1) Thirty-four (34) feet in T-5.1,

(2) Sixty (60) feet in T-5.2, SD-WH and Municipal,

(3) Eighty (80) feet in T-6, SD-CC.2-4, and

(4) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached building(s).

(d) Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

(e) Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

14. *Building specification: Building materials standards.*

(a) Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment, and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

(b) All openings, including but not limited to porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

~~(c) Where multiple exterior materials are used on a single building, they shall only be combined on each facade horizontally, with the heavier material below the lighter.~~ [DELETE this section - same as C-1 below]

(c) Exterior finish.

(1) Where multiple exterior materials are used on a single building, they shall only be combined on each facade horizontally, with the heavier material below the lighter.

(2) Exterior finish in T-3, T-4 and T-5 sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone. In T-6, Municipal, Open and SD-CC sub-districts, exterior finish materials additionally include carbon-based wall systems (including carbon fiber), ceramics, concrete and concrete panels, fiber-cement panels, glass, masonry (including brick, stone, concrete masonry units, and thin-veneer versions of these materials), metal and metal panels, panelized architectural rainscreen systems (any material), photo-voltaic panels (glass or plastic), polymer-based wall cladding, pre-cast concrete, stucco, thin brick, and timber (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(e) Roofs.

(1) Roofing materials in T-3, T-4 and T-5 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp, and shingles including: asphalt, fiberglass, cement fiber, wood, or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In T-6, Municipal, Open and SD-CC sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) The following roofing materials are prohibited in all sub-districts except for T-6, Municipal, Open and SD-CC sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(3) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

(f) Foundations.

(1) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, gallery and shopfront.

(2) Foundations of new additions may match those of the existing building.

(3) Raised foundations in T-3, T-4 and T-5 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Lattice, if used in T-3, T-4 and T-5 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(5) Any solid infill in T-3, T-4 and T-5 sub-districts between the piers should be recessed.

(6) Foundations in T-3, T-4 and T-5 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(7) The following foundation materials are prohibited in T-3, T-4 and T-5 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(g) Fences.

(1) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(2) A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH and SD-CC).

(3) Unimproved lots may have fences with a maximum height of six (6) feet along any property line.

(4) Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In T-6, Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in (5) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) Prohibited fence materials.

I. Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

II. Chain link fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

(h) Transparency.

(1) The use of reflective glass is prohibited along public frontages within the first six (6) stories from the ground level. In SD-CC sub-districts, reflective glass is prohibited along the South Lawrence Street and Civic Center Drive frontages but is allowed on all stories fronting Canal Street and South Claiborne Street (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) Tinted glass may be allowed as follows:

I. A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(3) All building facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in section 64-3.I.15.

(4) Security bars on windows or doors shall not be visible from the street.

~~(i) Transparency.~~ [DELETE this section, as it was replaced by the 1/17/17 amendment above]

~~(1) The use of tinted or reflective glass is prohibited along public frontages within the first six (6) stories from the ground level.~~

~~(2) All building facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in subsection 64-3.I.15.~~

~~(3) Security bars on windows or doors shall not be visible from the street.~~

15. *Building specification: Frontage standards.*

(a) *Frontages general.*

(1) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

I. The building facade;

II. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;

III. Any front yard landscape elements between the building facade and the public street or space.

(2) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

I. Streetscreens shall be between four (4) and eight (8) feet in height.

II. Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

III. Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

IV. Streetscreens are not considered fences for the purposes of the regulations of this section.

(3) Frontages are divided into the following types: lawn, terrace, stoop, common entry, pedestrian forecourt, vehicular forecourt, gallery, shopfront and plaza.

(4) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(5) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti, and St. Joseph Streets shown on Plate B, "Regulating Plan — Street Hierarchy." All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(6) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(7) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to T-6, Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(8) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

I. At secondary frontages towards the rear of the property.

II. At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

III. At all frontages within SD-WH.

(9) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see section 17-26(e)(3)).

(b) *Encroachments general.*

(1) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the city engineer.

(2) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the city engineer and a right-of-way use agreement. The right-of-way permit and the right-of-way use agreement may require procurement and maintenance of general liability insurance naming the city as an additional insured.

Awnings and canopies shall not be considered permanent structures and do not require a permit from the city engineer.

(c) *Frontage standards for additions to existing buildings.*

(1) Additions to existing buildings in general.

I. Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

II. Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

III. New addition encroachments into the front setback are permitted as follows:

i. Porches, stairs, stoops, and ramps may encroach into the front setback as follows:

a. Up to fifty (50) percent of the front setback depth in T-3 and one hundred (100) percent in all other sub-districts.

b. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(2) Additions to existing buildings in T-3 sub-districts.

I. The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. Shopfronts and galleries are prohibited in T-3.

(3) Additions to existing buildings in T-4 sub-districts.

I. The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. Shopfronts maybe permitted in T-4. Galleries are prohibited.

(4) Additions to existing buildings in T-5 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-5.2.

IV. Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

V. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VI. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed six hundred (600) square feet in yard area.

VII. Shopfronts and galleries are permitted in T-5.

(5) Additions to existing buildings in T-6 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-6.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in T-6.

(6) Additions to existing buildings in SD-WH sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. An iron fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of six feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(7) Additions to existing buildings in SD-CC sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above the adjacent grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet, with the exception of SD-CC.5 properties fronting South Lawrence Street, where it is limited to a maximum height of six (6) feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback.

VI. Shopfronts and galleries may be permitted in SD-CC sub-districts as noted in Table 3.

(8) Additions to existing buildings in Municipal and Open sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table 3.

Table 3: Frontage Type Summary

Frontage Type	Transect sub-districts									
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	SD-CC.1-4 and 6	SD-CC.5	Municipal	Open
Lawn	□	□	-	-	-	□	□	□	□	□
Terrace	□	□	□	□	-	□	□	□	□	□
Stoop	-	□	□	□	□	□	-	□	□	□
Common Entry	-	□	□	□	-	□	□	□	□	□
Pedestrian Forecourt	-	-	□	□	□	□	□	□	□	□
Vehicular Forecourt	-	-	-	-	□	□	□	-	□	□
Gallery	-	-	□	□	□	-	□	-	□	□
Shopfront	-	□	□	□	□	□	□	-	□	□
Plaza	-	-	-	-	-	-	□	-	□	□

Key: - Prohibited □ Permitted

(d) *Frontage standards for new construction.*

(1) New construction frontage type: Lawn (not permitted in T-5.1, T-5.2 or T-6).

I. General characteristics: The facade 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.

II. The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Encroachments into the front setback are permitted as follows:

i. Porches, stairs, and ramps may encroach into the front setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

ii. Bay windows, roof overhangs, cornices, window and door surrounds and other facade decorations may encroach into the front setback up to two (2) feet.

iii. Stoops may encroach into the front setback up to four (4) feet.

iv. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. Fences may be permitted as follows:

i. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

ii. A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, SD-CC, Municipal and Open sub-districts.

iii. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

V. Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal, Open and SD-CC sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

VI. Building foundations shall be 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. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) New construction frontage type: Terrace (not permitted in T-6).

I. General characteristics: The facade is set back from the front property line by an elevated patio.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A raised terrace is required as follows:

i. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front setback for one hundred (100) percent of the width of the facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than

one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

ii. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may be paved or landscaped.

IV. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

V. Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal, Open and SD-CC sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

VI. In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

VII. In T-5, SD-WH, SD-CC, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VIII. Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(3) New construction frontage type: Stoop (not permitted in T-3 or SD-CC.1-4 and SD-CC.6).

I. General characteristics: The facade 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.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A stoop is required as follows:

i. A masonry stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front setback at the primary entrance. Additional stoops may be located at secondary entrances.

ii. Stoops shall be between four (4) and six (6) feet deep.

iii. Stoops may be recessed into the building facade as an alternative to encroaching into the setback.

iv. Stairs providing access to a porch or stoop may encroach up to the property line.

v. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. An iron fence with or without masonry piers is permitted at the front property line in T-4.

V. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(4) New construction frontage type: Common entry (not permitted in T-3 or T-6).

I. General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

II. The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

IV. Stairs providing access to entrances may encroach up to the property line.

V. An iron fence with or without masonry piers is allowed at the front property line in T-4.

VI. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VIII. Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(5) New construction frontage type: Pedestrian forecourt (not permitted in T-3 or T-4).

I. General characteristics: 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.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

b. Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet.

c. SD-CC sub-districts: no size limit.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

IV. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

V. Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

VI. Pedestrian forecourt frontages may include all elements of a gallery frontage except within the entry courtyard.

(6) New construction frontage type: Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2 or SD-CC.5).

I. General characteristics: 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 for vehicular access.

II. Courtyards shall recess no more than fifty (50) percent of the building facade.

III. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

IV. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

b. SD-CC .1-4 and SD-CC.6 sub-districts: no size limit.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

V. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

b. Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a porte-cochere in which case the maximum depth is thirty (30) feet.

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(7) New construction frontage type: Gallery (not permitted in T-3, T-4, SD-WH or SD-CC.5).

I. General characteristics: The facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A gallery is required as follows:

i. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

ii. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

iii. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the facade without gaps.

IV. Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

i. Columns shall be centered on the spandrel beam.

ii. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

iii. Columns shall have a base, shaft and capital.

iv. Columns shall be located a minimum of seven (7) feet from the facade.

V. Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

i. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

ii. Gallery deck structure shall be exposed.

iii. Gallery decks shall be located above the top of transom windows.

VI. Galleries in applicable SD-CC, Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VII. Upper story railings shall be painted metal.

VIII. Upper story columns and railing posts shall align with columns below.

IX. Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the gallery.

X. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

XI. Gallery frontages may include all elements of a shopfront frontage.

Illustration 4: Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(8) New construction frontage type: Shopfront (not permitted in T-3 and SD-CC.5).

I. General characteristics: 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. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which

shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (SD-CC, Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

i. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in illustration 4.

ii. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

iii. Transom windows shall have dividing muntins and be free of signage.

iv. Shopfront sign(s) shall be installed above transom windows.

v. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

IV. Shopfronts are subject to the following glazing and coverage requirements:

i. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

ii. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

iii. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

iv. Entries may be recessed from the facade up to eight (8) feet in depth.

V. 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.

VI. Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(9) New construction frontage type: Plaza (not permitted in T-3, T-4, T-5.1, T-5.2, T-6 and SD-CC.5).

I. General characteristics: The building facade at the ground floor is oriented to a large area designed to accommodate large gatherings. The area may incorporate one or more of the features of other frontage types, including lawn areas, terrace areas, vehicular forecourts, shopfronts and galleries. The plaza may extend from a street frontage around a building.

II. The finished floor elevation of the first floor shall be as needed to comply with flood elevation requirements.

V. Ground floor movable commercial uses may utilize the plaza area for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

VI. Plaza frontages may include awnings, canopies and porte-cochères as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies and porte-cochères shall be fixed and constructed of metal, wood or any other building or roofing materials, singly or in combination, identified in 64-3.I.14.(d) and (e) .

iii. All awnings shall be set back from the curb a minimum of two (2) feet.

vi. A minimum of eight (8) foot clearance to the bottom of the frame shall be maintained above sidewalks, or fourteen (14) foot clearance over vehicular circulation areas.

VII. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

VIII. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts requires review and approval by the Architectural Review Board, which may limit size, design and material choices).

16. *Building requirements: Signage standards.*

(a) *General requirements.*

(1) Installation of signs must be permitted as specified in section 64-11 (11).

(2) Signage may be permitted according to table 5, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

(3) Parking lots throughout the district may install one (1) parking sign.

(4) Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

(5) One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

(6) Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

(7) Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight-foot clearance above adjacent grade.

(8) All signage permitted in this section except for yard signs may encroach into the right-of-way.

(9) Painted murals may be permitted along secondary frontages and walls internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

(10) Banners that comply with section 64-11 of the City Code, as amended are permitted.

(b) *Neon and LED signs.*

(1) Non-animated neon and LED signs are allowed inside storefront windows.

(2) The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

(3) The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(c) *Upper building signs.*

(1) A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate facades on buildings more than ten (10) stories high.

(2) Upper building signs are limited to the following:

I. The identification of the building or the name of one (1) tenant of the building;

II. A maximum of eighty (80) percent of the width of the building wall upon which it is placed;

III. A maximum of one (1) horizontal or vertical line of letters or symbols;

IV. A maximum font size of eight (8) feet in any dimension;

V. A maximum logo or emblem size of ten (10) feet in any dimension.

(d) *Abandonments.*

(1) An abandoned sign must be removed within ninety (90) days from the date official notice is given by the inspection services department. 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 abandonment unless property remains vacant for a period of six (6) months or more.

(e) *Residential uses, home offices and live-works in T-3 and T-4.*

(1) Signage shall not be illuminated.

(2) Home business signage may be permitted in accordance with illustration 6, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

(f) Pylon signs.

(1) Pylon signs are only allowed in SD-CC.2, 3 and 4 sub-districts, fronting South Claiborne Street.

(2) Two types of pylon signs are available within the SD-CC district: large and medium.

I. The large pylon sign is intended to serve the entire SD-CC district and provide visibility to Interstate 10 regarding events and businesses within the overall SD-CC district. The overall SD-CC district is allowed one large pylon sign.

II. The medium pylon sign is intended to serve individual developments (such as a hotel, restaurant, retail store, etc.) located within the SD-CC.2, 3 and 4 sub-districts. Each individual development, if located on a separate lot, is allowed one medium pylon sign each.

(3) Pylon signs within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices.

(4) A pylon sign may include as part of the overall sign area 'Electronic or digital signs,' subject to compliance with following requirements:

I. Electronic or digital signs may display animation and effects, so long as they do not flash or constitute a flashing sign as defined in section 64-11 of the City Code.

II. All electronic or digital signs shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the sign based on ambient light conditions.

III. The maximum brightness levels for electronic or digital signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

IV. The maximum brightness levels for electronic or digital signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

V. Written certification from the sign manufacturer must be provided at the time of application for a sign permit certifying that the light intensity of the electronic or digital sign has the ability to be set to not to exceed the illumination levels established by this section, and that the intensity level is protected from manipulation by password protected software or other approved method.

VI. All electronic or digital signs shall contain a default design that will freeze the device and message in one position if a malfunction occurs.

VII. Due to the proximity of Interstate 10, additional review and approval by the Alabama Department of Transportation may be required.

Table 5: Signage Standards

Sign	Restrictions			
	Number	**Area**	**Copy**	**Sub-districts**
1. Sandwich board	1 per business, shall be removed outside of business hours	Maximum 2 ft. wide and 3 ft. tall. Sandwich board shall not reduce pedestrian passage width to less than 4 ft.	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC
2. Diagonal corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
3. Fabric awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
5. Upper building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3 feet tall by building length, except in SD-CC districts facing South Claiborne Street, where it may be 8 feet tall.	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
6. Hanging blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
7. Individual storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
8. Internal neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
9. Painted wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6

Sign	Restrictions			
	Number	**Area**	**Copy**	**Sub-districts**
10. Yard blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
11. Address number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH, SD-CC
12. Wall plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6 and SD-CC.	No restrictions	T-3, T-4, T-5, T-6, SD-WH, SD-CC
13. Wayfinding	May be located on right-of-way or private property; 1 per block or site	Maximum 5 ft. tall; maximum 20 sq. ft. of signage per face, maximum total of 50 sq. ft. of signage on all faces	No restrictions	Allowed on A streets in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
14. Monument	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces. In SD-CC districts, sign may be a maximum of 20 feet wide, with a limit of 100 sq. ft. of signage per face.	No restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6
15. Free-standing/pole	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of	No restrictions	Allowed in T-4, T-5, SD-WH, SD-CC.1-4 and SD-CC.6

Sign	Restrictions			
	Number	**Area**	**Copy**	**Sub-districts**
		40 sq. ft. of signage on all faces		
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No restrictions	Allowed in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
17. Parking lot identification signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No restrictions	Allowed in T-4, T-5, T-6, SD-WH, SD-CC.1-4 and SD-CC.6
18. Pylon - large	1 per Special District, only fronting South Claiborne Street	Maximum height 60 feet; maximum area 300 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4
19. Pylon - medium	1 per site, only fronting South Claiborne Street	Maximum height 30 feet; maximum area 150 square feet per face, two face limit.	No restrictions. May include electronic or digital signs.	SD-CC.2-4
20. Wall	1 per building façade.	Maximum area 300 square feet per façade.	No restrictions.	SD-CC.2-4

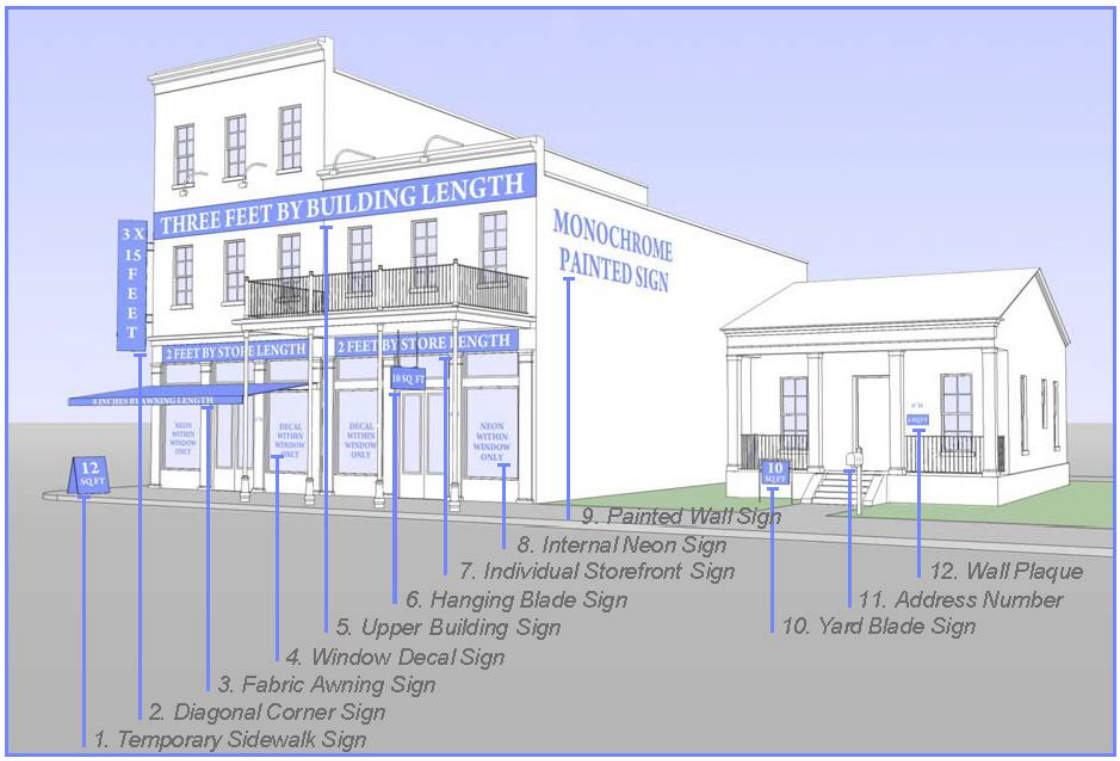
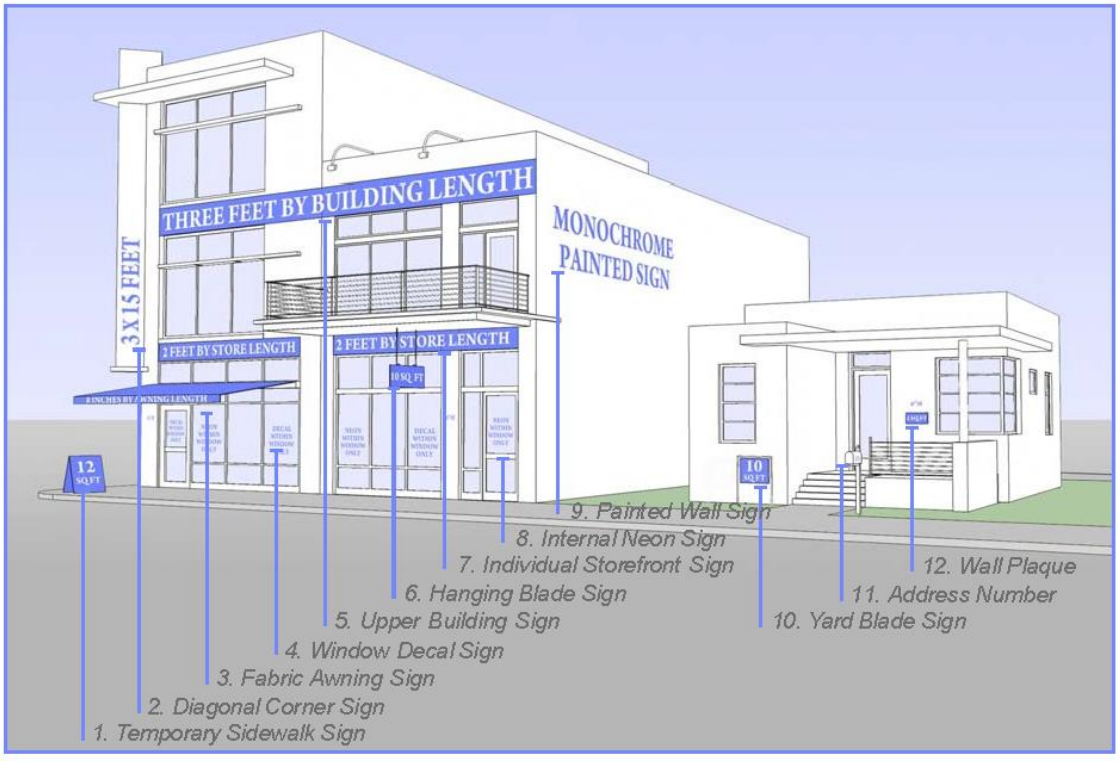


Illustration 6: Signage Placement



The illustration above demonstrates the regulations of this Code as they apply to typical structures in T-5.

17. *Definitions.* Paragraph 64-3.I.17 provides definitions for terms in this section that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then the planning & zoning department shall determine the correct definition.

A-streets: those thoroughfares that by virtue of their pre-existing pedestrian-supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street."

Accessory dwelling unit: An apartment not greater than six hundred (600) square feet sharing ownership with a principal building; it may or may not be within an outbuilding.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A private frontage principally for retail use wherein the facade is an arched colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable fabric shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafes.

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-street."

Balconies: A platform projecting from an upper-story door that is enclosed with a balustrade and not supported by columns.

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 one hundred (100) persons that serves alcohol.

Blade sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall. See Illustration 6.

Brew pub: 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, which qualifications include but are not necessarily limited to the requirements that such brewpub must contain and operate a restaurant with a seating capacity of not less than eighty (80), and that the beer shall be sold at retail for on premises consumption only.

Building height: The vertical extent of a building measured in stories.

Building placement: The placement of a building on its property.

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 fixed metal or wood shading structure, cantilevered or otherwise entirely supported from a building, used for decoration or to protect outdoor spaces from sun, rain, and other natural conditions.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic parking reserve: A parking structure or parking lot with no less than twenty (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.

Civil support: Private and non-profit functions that provide essential supports to the municipality.

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 (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

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.

Electronic or digital signs: Any sign, billboard, display, or device, or portion thereof, which electronically changes the fixed display screen composed of a series of lights, including light emitting diodes, fiber optics, or other similar technology. "Digital or electronic signs" include computer programmable, microprocessor controlled electronic, or digital displays that display electronic images, graphics, or pictures, with or without textual information.

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 permeable wall, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. A fence may be of chain link only in limited conditions along side and rear yards and never in frontages.

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 (also referred to as pole signs).

Front setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments. Front setbacks are required on both primary and secondary frontages. See "primary frontage and secondary frontage."

Frontage: Both the public and private area extending from the building façade to the edge of the street pavement. Frontage is divided into private frontage and public frontage.

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 frontage type wherein the facade is aligned close to the frontage line with an attached cantilevered balcony or lightweight colonnade overlapping the sidewalk.

Hedge: A foliated boundary formed by bushes, shrubs, or climbing vines spaced less than three (3) feet apart.

Home office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

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.

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 and weekly renting of bedrooms. Lodging uses include hotels, rooming houses, inns and bed & breakfast inns.

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.

Mixed use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile historic development commission or *MHDC:* The city historic development commission established by chapter 44 of the Mobile City Code.

Monument sign: A monolithic at grade sign independent from any building or structure.

Mural: Any piece of artwork painted, tiled or otherwise applied directly on an exterior wall.

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.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

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 ten (10) feet.

Parking structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Plaza: An open area that is usually near buildings and that often has landscaping and places to sit or walk.

Porch: An open air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Portable retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: 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.

Principal entrance: The main point of access for pedestrians into a building.

Primary frontage: The private frontage designated to bear the address, principal entrance of the building, and the measure of minimum property width. See "frontage."

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.

Pylon: A large structure with signage.

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.

Regulating plan: A zoning map or set of maps that show the zoning districts, transect sub-districts, municipal districts, special districts, special requirements, noise districts, and frontage assignments of areas subject to, or potentially subject to, regulation by this section.

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.

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 one hundred (100) person occupancy load that serves food.

Secondary frontage: A private frontage that is not the principal frontage.

Setback: The area of a property measured from the property line to a building facade or elevation that is maintained clear of permanent structures, with the exception of encroachments.

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 (1) or more of the normative transect sub-districts specified by this section.

Stoop: An exterior stair and landing at the building entrance. Stoops may be covered by a roof structure supported by columns or wall brackets.

Story: A habitable level within a building by which height is measured, excluding an attic or raised basement.

Streetscreen: A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

This section: Refers to section 3 "Districts" of chapter 64 "Zoning" of the City of Mobile Code.

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.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

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 may be mounted on utility poles. Wayfinding signs are not advertisements for individual businesses.

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that the 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 SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE 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 SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND 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 **November 15, 2022**, 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 SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, and AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022. 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 Friday, **November 15, 2022**.

The proposed Downtown Development District (DDD) amendments will create a new Special District with development standards for the Civic Center site, add development standards for two existing sub-districts, correct text errors and amend the Regulating Plan map.

The proposed Special District – Civic Center is being created to guide the redevelopment of the Civic Center site and is intended to revitalize the existing entertainment venue and add office, retail, lodging, residential and related supporting facilities as allowable uses on the site.

The Civic Center site is bounded to the north by Civic Center Drive, to the east by South Claiborne Street, to the south by Canal Street, and to the west by South Lawrence Street.

The proposed Special District for the Civic Center will create six new sub-districts. Each new sub-district is intended to guide future new development and redevelopment on the site, establishing height limits, setbacks and allowed uses.

SD-CC.1 sub-district: This sub-district contains the existing Civic Center Arena. This sub-district has no direct frontage on any of the existing abutting streets. This sub-district is buffered from existing residential and commercial developments by the SD-

CC.5 and .6 sub-districts. The maximum allowed building height is thirteen (13) stories, which accommodates the existing arena.

SD-CC.2 sub-district: This sub-district fronts South Claiborne Street, as well as where South Claiborne combines with South Jackson, South Joachim and South Conception Streets. The road frontage is directly adjacent to Interstate 10. The maximum allowed building height is sixteen (16) stories.

SD-CC.3 sub-district: This sub-district has frontage on the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is ten (10) stories.

SD-CC.4 sub-district: This sub-district establishes the southeast corner of the Civic Center site and has frontage on Canal Street and the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is eight (8) stories.

SD-CC.5 sub-district: This sub-district is located on the west side of the site, along South Lawrence Street. The maximum allowed building height is three (3) stories.

SD-CC.6 sub-district: This sub-district is located along Civic Center Drive, between South Lawrence Street and South Claiborne Street. The maximum allowed building height is three (3) stories.

The proposed amendments will also further define existing Municipal and Open sub-districts, establishing use and development criteria.

Amendments are proposed to the following Sub-sections and their associated tables:

Establishment of sub-districts.
Administration, instruction, amendments and variances.
Property standards.
Parking standards.
Building and parking deck height standards.
Building materials standards.
Frontage standards.
Signage standards.
Definitions.

The proposed DDD amendments can be viewed on the City of Mobile's website at www.cityofmobile.org. Amendments are also proposed to the Regulating Plan maps, published herewith.

Copies of the proposed DDD amendments and hard copies of the maps are 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.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Davis	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:34 AM

CITY CLERK DEPARTMENT

2022 NOV -9 AM 8:10

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 next City Council meeting you would like to speak at. 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: Ann Davis Date: Nov. 9, 2022

Address: 967 Westbury Drive Mobile, AL. 36609

Phone: (251) 423-2233 Email: Bamann1@aol.com

Date to Address City Council: Tuesday, Nov. 15, 2022

Subject (must complete): The ROR of Ladd-Peebles Sports & Entertainment Complex in the community and the relationship between Ladd and the City Council and City of Mobile.

Specific Questions: Why are Ladd's events not included in the Parks and Recreation emails and in the Downtown Mobile Alliance?

Signature: Ann A Davis

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Ebbole	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 3:11 PM

CITY CLERK DEPARTMENT
2022 NOV 10 PM 1:20

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. 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: Chassity Ebbole Date: 11/10/22

Address: 717 W. Moorland Dr. W 36609

Phone: 251·487·0760 Email babycbabyc@hotmail.com

Date to Address City Council: November 15, 2022

Subject (must be completed): Readdress Bill on decriminalization for marijuana.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	11/12/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/12/2022 - 8:07 AM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, November 10, 2022 1:58 PM
To: Gauthier, Lana
Subject: 11/15 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope you have had a great week, thus far. This is a formal request to be added to next week's agenda. I will present on the following:

* Ch. 38 Amendment Draft
* Ch. 46 Amendment Draft
* ARP Funds Resolution Draft
* Ordinance creating guidelines for Surplus Spending Draft

If anyone has any questions, please advise them to reach out to me directly. I plan to send a written sample (or essence of illustration) by 12 noon on Monday!

Thank you, for everything you continue to do for our City. Your entire office is greatly appreciated.

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Chris Arledge, Council Attorney

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	9/8/2022
REVISED ordinance	Cover Memo	9/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 1:32 PM

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

_____

City Clerk

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

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(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize amending Chapter 7

Amount of Contract:
n/a

Effective Date of Contract:
11/15/2022

Funding Source

Project # Ordinance to Amend Chapter 7 of the Mobile City Code

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 7 of the Mobile City Code	Ordinance	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/3/2022 - 3:30 PM
Legal	Kern, Chris	Approved	11/3/2022 - 3:42 PM

Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 3:54 PM

AN ORDINANCE TO AMEND CHAPTER 7, THE MOBILE CITY CODE

Sponsored by: William S. Stimpson

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

ARTICLE ONE: Code and Appendices. That pursuant to Alabama Code Section 11-45-8 (1975), the *Code of Alabama*, The City Code Chapter 7, Animals and Fowls Code of the City of Mobile, as amended and contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on , 2022, is hereby adopted as "Animals and Fowls." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Property Maintenance Code to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *Animals and Fowls Code of the City of Mobile* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

CHAPTER 7, of the Mobile City Code, is hereby amended to read as follows:

CHAPTER 7 - ANIMALS AND FOWL

ARTICLE I. - IN GENERAL

Sec. 7-1. - Definitions

For the purpose of this chapter, the words and phrases below have the following meanings:

Abandoned animal. Any animal for which the owner, keeper, person who is charged to keep an animal, person residing at a residence where an animal is kept, or any adult member of the household where an animal is kept or allowed to remain, has ceased to support or look after the animal. Abandoned animal includes any animal that has been delivered or released to Animal Services, confiscated, found, or impounded by Animal Services from public places, private property or vacant houses and lands and for which an owner has failed to reclaim within five days of impoundment.

Abuse or neglect. Every act or omission, where unnecessary or unjustifiable pain or suffering is caused or allowed to continue, including, but not limited to, abandonment, depriving the animal of food, water, shelter, veterinary care for illness or injury or lack of sufficient space.

Animal. Any nonhuman, animate being which is endowed with the power of voluntary motion including, but not limited to: mammals, reptiles and birds.

Animal at large. A stray animal or animal which is off the property of its owner or person in charge and not carried by said person, kept in any effective enclosure or under control or restraint by such person by means of a leash in such a way as to prevent its free movement, and so as to prevent said animal from freely charging or attacking persons or animals.

Animal control officer. The director, assistant director, and enforcement officers assigned to the Mobile Animal Services.

Cat. Members of the domesticated feline family.

Corral. Any uncovered, enclosed parcel of land where large animals are kept.

Director. Director of the Mobile Animal Services.

Dog. Member of the domesticated canine family.

Domesticated animal. An animal which has been trained or has adapted to live with and be of use to humans.

Fowl. For the purpose of this chapter, the term means chickens, ducks, geese, turkeys, guineas, quail, pheasants and all other fowl kept as a pet or for ornamental purposes.

Hoarding. Keeping a higher than usual number of animals as pets without the ability to properly house or care for them, while at the same time denying this inability.

Impound and/or Reclaim fee(s). All Animal Services fee involved in the impoundment of an animal, including, but not limited to, capture, transport, boarding, food, veterinary fees, vaccinations.

Keep. To confine, harbor or allow to remain.

License. A permit issued by the city required for keeping dogs within the city limits.

Livestock. Domesticated animals, such as cattle, horses, sheep, swine, mules, and goats raised for home use or profit, especially on a farm.

Mobile Animal Services. The city department charged with implementing this chapter.

Nuisance. Anything which disturbs the use and enjoyment of one's property or endangers life, health or safety, or is offensive.

Owner. Any person that can demonstrate ownership through a verifiable means, such as veterinary records, notarized bill of sale, and the like., any person in whose charge an animal is being kept, any adult (over age 19) members of the household where an animal is regularly kept or allowed to remain. Owner includes any person who cares for an animal or acts as its custodian or who keeps it, allows it food and/or refuge on or about any premises occupied by that person or who harbors it in any manner.

Person. Any individual, partnership, company, corporation or other legal entity.

Pet. Any domesticated animal kept by a person as a companion and friend.

Pet store. Any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs or puppies. The term excludes the City of Mobile Animal Services, the Mobile County Animal Services, and a not-for-profit 501(c)(3) animal welfare organization.

Pet trader. Any person who sells, barters, or exchanges for consideration a dog or puppy. The term excludes the City of Mobile Animal Services, the Mobile County Animal Services, and a not-for-profit 501(c)(3) animal welfare organization.

Poisonous or venomous animal. Any animal, reptile or other nonhuman living thing which is capable of inflicting injury on humans or other animals by means of a poisonous or venomous injection.

Poultry. Domesticated fowl (e.g., ducks, geese, turkeys, chickens, etc.).

Property. Something to which a person or business has a legal title.

Shelter (out-of-doors). A place of protection from danger, for example, bad weather.

Songbird. Any bird having a musical call.

Stable. Structure for housing livestock.

Stray. An animal with no apparent owner and no means of identification.

Under control. When off the premises of the owner or person in charge, to be under control or restraint, an animal must be carried by such person, caged or kept in the immediate presence of such person and under the person's voice command control.

Vicious or dangerous animal.

(A) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domesticated animals. Under this definition, the term "known" includes, but is not limited to, the owner's knowledge.

(B) Any animal which, because of its size, physical nature or vicious propensity is capable of inflicting serious physical harm or death to humans and which constitutes a danger to human life or property if not kept in the manner required by this chapter.

Wild animal. An undomesticated animal.

Sec. 7-2. - Creation of the Mobile Animal Services.

(A) There is hereby created within the Mobile Animal Services, a department of the city charged with administration and enforcement of this chapter.

(B) The Director of Animal Services shall be appointed by the mayor in the same manner as any department head of the city. The director shall be the supervisor over the Mobile Animal Services and over the employees assigned to Animal Services. The director shall have authority to

coordinate with animal rescue groups and adoption organizations for adoption programs, work with local organizations to facilitate animal education programs, implement programs to stabilize and/or reduce feral cat populations, implement Animal Services volunteer programs, investigate animal complaints, and implement any program to promote the city's interest in seeing that all animals are treated humanely and to ensure the well-being of residents of the city.

(C) All enforcement officers assigned to Animal Services shall be known as Animal Control officers (ACOs).

(D) ACOs may have full police powers, provided that the ACO has completed the appropriate training, as required by law. Any provision of this chapter referring to the director shall also mean and include any authorized employee acting in the director's stead and under his or her supervision.

Sec. 7-3. - Application in the police jurisdiction.

This chapter shall be enforced within the corporate limits, only, not in the city's police and fire jurisdiction.

Sec. 7-4. - City declared a bird sanctuary.

The entire area embraced within the corporate limits of the city shall be a bird sanctuary. It shall be unlawful for any person to pursue, injure, capture, kill or destroy a songbird of any kind within the city. This section shall not be construed so as to apply to the director, ACO, or law enforcement officer when a nuisance exists or when there is a hazard to health or safety which, in the judgment of the officer, cannot be otherwise remedied.

Sec. 7-5. - Disposition of fees.

All fees (but not fines) collected, as provided for in this chapter, shall be used to fund animal protection activities, or services and programs, performed by Animal Services.

ARTICLE II. - DUTIES OF ANIMAL OWNERS

Sec. 7-6. - Rabies vaccination required for dogs, cats, and ferrets.

(A) An owner of a dog or cat, ferret or other animal requiring rabies vaccination shall have the animal vaccinated for rabies when the animal has reached the age of three (3) months and annually or tri-annually thereafter at the owner's and veterinarian's discretion. Upon vaccination, the veterinarian shall give the owner a metal tag which may be attached to the animal. If the tag is not attached to the animal, the animal must be in the immediate control of the owner who shall produce proof of vaccination.

(B) Rabies tags shall be serially numbered, bearing the year of the vaccine, and the owner shall also receive a certificate of inoculation bearing the same serial number and year.

(C) Owners shall present rabies certificates to Animal Services when registering the animal for the city's license.

(D) Quarantine required in instance of bite.

1. Whenever a human being or domesticated animal has been bitten by any dog or cat and the Mobile County Health Department so notifies Animal Services, the director shall give written notice to the owner that the animal must be placed in quarantine under the direct supervision of a licensed veterinarian for a period of ten (10) consecutive days after the date of the bite for the purpose of determining whether the animal is infected by rabies. The owner shall quarantine the animal within twenty-four (24) hours of receipt of notice.
2. All quarantine costs shall be at the owner's expense.
3. When, after a reasonable investigation, the director determines that the animal is unowned, the animal shall be either quarantined by Animal Services, or it may be humanely destroyed and submitted for rabies examination to the state department of public health.
4. Any owner may relinquish, in writing, the ownership of an animal to the director for the purpose of humanely destroying the animal to enable immediate testing to be performed on the animal by the department of health.
5. It shall be unlawful for the owner of an animal to refuse to comply with the lawful order of the director given to enforce this section. It shall be unlawful for any owner to sell, give away, transfer to another location or otherwise dispose of any animal in quarantine until it is released from quarantine by a qualified veterinarian or other office duly authorized under state law.

(E) In the event a rabies tag provided for in section 7-6(a) is lost, a new tag and certificate may be issued by the veterinarian who issued the original tag. The new certificate shall be marked "duplicate" and shall include the new tag number.

Sec. 7-7. - City licenses required for all dogs.

~~(A)~~ The owner of a dog more than three (3) months old shall purchase from Animal Services either a one-year city license if the dog is vaccinated for rabies annually or a three-year city license if the dog is vaccinated triennially.

(B) At the time of registration, the owner must provide proof of rabies inoculation.

(C) The license shall be in the form of a metal tag, the shape and color of which shall change yearly.

(D) A city license shall not be required from owners who are nonresidents, temporarily within the city for a period not exceeding thirty (30) days.

(E) The owner shall keep the license tag affixed to the animal unless the animal is under restraint, on its own premises, or the owner is in the presence of the animal and shall produce proof of city licensure.

(F) It shall be unlawful for any person to put a license tag upon an animal for which the tag was not issued or to disfigure the words or figures upon a license tag.

(G) Lost tags may be replaced with duplicates, upon application to Animal Services and payment of the posted fee.

Sec. 7-8. - Shelter and care of animals.

(A) It shall be unlawful for any owner to fail to provide food, water, shelter, or veterinary care for illness or injury, for an animal. Owners of domesticated animals must provide food and water that is adequate for the size and type animal(s) to keep said animals in good health and comfort. Animals must be given adequate room to exercise. Animals must be given veterinary care when needed to prevent parasites, disease, suffering and to keep said animals in good health.

(B) It shall be unlawful for any owner to keep or maintain animals indoors or in an outdoor pen or enclosure, in such an unsanitary condition that the lives and health of the animals, or the lives and health of the public or owner, or the lives and health of other animals, shall be endangered.

(C) Shelters for animals who live out-of-doors shall be at least a three-sided, roofed, adequately drained, well- ventilated, moisture-proof structure, of suitable size to accommodate the animal, that protects from the elements of weather, wind, water, heat, cold, and shall be cleaned periodically to remove excreta and other waste materials so as to minimize disease and odor.

(D) Any animal(s) that, in the opinion of the animal control officer, is being abused or neglected can be impounded by the animal control officer at the expense of the animal's owner until conditions responsible for said treatment are corrected.

Sec. 7-9. - Animals trained to fight.

It shall be unlawful for any person to own, possess, keep or train any animal with the intent that such animal shall engage in an exhibition of fighting with another animal or human. It shall be unlawful to cause any animal to fight another animal or human, or to knowingly be present as a spectator or participant at any place where an exhibition of fighting animals is taking place, or to knowingly wager anything of value on the outcome of such a fight.

Sec. 7-10. - Duty to restrain animals.

It shall be the duty of every owner, keeper, or person in charge to keep his or her animals on a leash or other effective restraint whether or not the animal is upon or away from the owner's premises.

Sec. 7-11. - Duty to confine animals in heat.

It shall be the duty of every owner to keep his or her animal who is in heat confined to the owner's premises.

Sec. 7-12. - Sheltering of stray, confined, impounded, or abandoned animals.

(A) Any person finding a stray animal within the city limits may deliver such animal to Animal Services for confinement. The animal shall be cared for by Animal Services, or at a location authorized or designated by Animal Services, for not less than five (5) working days. If the animal is not claimed by its verifiable owner, Animal Services may place the animal for adoption or shall transport the animal to an adoption agency, or otherwise dispose of the animal as provided for in this chapter.

(B) Animals claimed within the five-day period shall be returned to the ~~rightful~~ verifiable owner after the owner has provided proof of rabies inoculation (if required) and paid all required fees and fines.

(C) Animals not claimed within the five-day period shall become the property of Animal Services.

(D) Any animal sheltered/impounded by Mobile Animal Services where the owner is known to Animal Services to be incapacity, such as incarceration or hospitalization, shall be held for ten (10) days before being deemed abandoned.

(E) Any stray, confined, impounded, or abandoned animal, not reclaimed within five days, or under conditions of Sec. 7-12. (d) then ten days, shall become the property of the Mobile Animal Services to be disposed as provided for in this Chapter, including thorough adoption, euthanasia or other current or future provisions of this Code.

Sec. 7-13. - Duty to remove deposited feces.

(A) It shall be unlawful for the owner, keeper, or person having control of any animal to fail to immediately remove and dispose of in a sanitary manner any solid waste deposited by such animal upon any sidewalk, public park, alley, other place open to the public, or from private property before the owner leaves the immediate area where the solid waste was deposited.

(B) It shall be unlawful for the owner, keeper, or person having control of any animal to fail to have in his/her possession the equipment necessary to remove his/her animal's solid waste when accompanied by said animal on any sidewalk, public park, alley, or other place open to the public.

Sec. 7-14. - Keeping domestic fowl.

(A) It shall be unlawful for any person to keep or maintain ~~poultry~~ domestic fowl within the city without a permit from the director. No permit will be issued authorizing the keeping of any rooster within a residentially zoned area other than an area zoned as a residential-agricultural (R-A) district.

(B) Domestic fowl must be kept in a domestic fowl house, coop, ark, or yard which must meet requirements as set by the director.

(C) It shall be unlawful for any person to keep any rooster within a residentially zoned area other than an area zoned as a residential-agricultural (R-A) district.

Sec. 7-15. - Corrals, pens and stables, generally.

Livestock may be maintained in any area of the city zoned for such use. Owners shall provide suitable protective shelter for livestock, as follows:

(A) Minimum area for livestock: The minimum space required for a corral or stable is twelve thousand (12,000) square feet for one (1) animal and an additional ten thousand (10,000) square feet for each additional animal. Animals must have free and unrestricted access to every portion of this space.

(B) Distance of pens, corrals, stables, enclosures from dwellings. No pen, corral, stables or enclosures for animals shall be located within one hundred fifty (150) feet of a dwelling owned or occupied by a person other than the animal's owner.

(C) Every stable, corral, or lot where livestock are kept shall be thoroughly cleaned. All such structures shall have sufficient light, ventilation, and drainage.

(D) Poultry are exempt from this section. See, instead, section 7-14.

Sec. 7-16. - Construction of stables.

All buildings used for stabling horses, mules or cows require a building permit from the city and must be constructed in compliance with chapter 11 of the City Code.

Sec. 7-17. - Animals, reptiles, serpents that are wild, or venomous, or poisonous or potentially dangerous or vicious shall be under restraint.

(A) Owners shall securely confine wild or poisonous or potentially dangerous or vicious animals, reptiles and serpents (referred to collectively herein, for the sake of convenience, as "animals") in their care to prevent such animal from biting, injuring or attacking a person or other animal.

(1) "Securely confined" means that, while on the owner's property, a dangerous animal is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the animal from escaping over, under, or through the structure, and shall also provide protection from the elements. The pen or structure shall allow the animal to make normal postural movements and to move around and shall also comply with the minimum standards for sanitation provided in this chapter.

(2) Animals who are wild or poisonous or potentially dangerous or vicious, if transported off the premises of the owner shall be caged, or leashed and muzzled to prevent the animal from attacking or causing injury to a person or other animal.

(B) It shall be unlawful to possess, without an appropriate permit, any wildlife regulated by the Department of Conservation in which the Department of Conservation requires, and issues, permits.

(1) It shall be unlawful for any person or entity to possess, sell, offer for sale, import, brine, release, or cause to be brought or imported into the City of Mobile, any species of venomous reptile which has never naturally existed in the wild in Alabama, or any bird, mammal, reptile or amphibian listed as injurious wildlife under the Lacey Act, (18 U.S.C. 42).

Sec. 7-18. - Disposal of dead animals.

All dead animals must be properly disposed of within twenty-four (24) hours after the death. No animal may be dumped on private or public property.

ARTICLE III. - UNLAWFUL CONDUCT AND CODE ENFORCEMENT

Sec. 7-19. - Abandonment of animals within the city.

(A) It shall be unlawful for any person to knowingly abandon or aid another in knowingly abandoning any animal within the city.

(B) If an owner or person in charge wishes to deliver an animal to Animal Services for adoption, the owner may do so, provided that the owner or person in charge signs a release and pays the posted fee, and if Animal Services has space available to properly care for the animal.

Sec. 7-20. - Application of the city's zoning code.

It shall be unlawful for any person to keep any animal or fowl in an area of the city not zoned for that animal or fowl. Any animal kept in an area not zoned for such animal is subject to impoundment.

Please see chapter 64 of this Code for zoning regulations.

Sec. 7-21. - Public nuisances.

It shall be unlawful for any person to fail to exercise the necessary care and control to prevent an animal in his or her possession or care from creating a public nuisance. For purposes of this section, an animal is a public nuisance if the animal:

(1) Habitually makes disturbing noises including, but not limited to crowing, barking, yelping, whining, or other utterances causing unreasonable annoyance or discomfort to others in close proximity to the premises where the animal is kept;

(2) Creates unsanitary conditions or offensive and objectionable odors in enclosures or surroundings and, thereby creates unreasonable annoyance or discomfort to persons in the close proximity to where the animal is kept; or

(3) Damages property belonging to anyone other than its owner, including damage to flowers, gardens, and shrubs.

Sec. 7-22. - Hoarding.

It shall be unlawful for any person to keep animals as pets in such sufficient numbers that they cannot be properly housed or cared for. Any person convicted of this offense shall be subject to confiscation of the animals in addition to other criminal penalties.

Sec. 7-23. - Animals at large; tethering.

(A) It shall be unlawful for any person to allow any animal in his control or possession to go, stray or wander upon the public right-of-way or property of another person. An animal is running at large if it is not under control of the owner and is not:

(1) Confined by an electronic collar system or within a fence, electronic fence system, wall, or other enclosure in such a manner so as to effectively prevent the animal from traveling onto the public right-of- way or property of another person;

(2) On a single animal trolley or pulley system on a cable run that is fixed in a manner allowing smooth freedom of movement of the animal without becoming tangled, wrapped around an object or shortened, and:

a. Is at least twelve (12) feet in length and mounted between four (4) and seven (7) feet off the ground, allowing access to a reasonable exercise area, but does not allow the animal access to the public right-of-way or property of another person;

b. Allows the animal access to water and shelter;

c. Is an appropriate strength and weight given the size of the animal and is affixed to the animal by a proper fitting nylon or leather harness or collar, all as determined by an animal control officer, with swivel attachment; choke, pinch and prong collars are prohibited for this purpose.

(B) Notwithstanding the foregoing, it shall be unlawful for any person to place or keep an animal less than six (6) months of age on a trolley or pulley system as described in subsection (a)(2), above, and it shall be unlawful for any person to place or keep any animal on such trolley or pulley system during National Weather Service winter storm warnings, tornado warnings, flood warnings, excessive heat warnings, tropical storm warnings or hurricane warnings, or while the temperature is below thirty-two (32) degrees Fahrenheit or above ninety (90) degrees Fahrenheit.

(C) Subsection (a), above, shall not apply to an animal that is:

(1) On a leash, not more than ten (10) feet in length, secured by a harness or collar, or by an electronic collar system controlled by a person that ensures the animal stays within ten (10) feet of such person, while being walked or exercised by a person.

(2) At a designated animal or dog park or in attendance at any legal event in which the animal is a permitted attendee or participant;

(3) Actively shepherding or herding cattle or livestock or assisting in cultivating agricultural products;

(4) Under the care of a veterinarian or groomer;

(5) Being utilized or trained in a law enforcement or public safety capacity;

(6) Being legally used for hunting.

~~(D)~~ It shall be unlawful for any person to allow any animal in his control or possession to be tied, tethered or chained to a doghouse, tree, post, stake, barrel, or other stationary object unless its owner is physically present at the premises where the animal is being kept.

Sec. 7-24. - Animals, reptiles or serpents known to be dangerous or vicious.

(A) The director shall have the authority, at the director's sole discretion, to impound any animal, reptile or serpent (referred to collectively herein, for the sake of convenience, as "animals") whose owner is criminally charged because the animal is alleged to have bitten, charged or caused other bodily injury to any human or other animal, pending final resolution of those criminal charges.

(B) The director shall have the authority, at the director's sole discretion, to impound any animal which, without provocation, attacks or bites or has attacked or bitten a human being or domestic animal.

(C) The owner shall be responsible for all costs related to the impounding of an animal under this provision, regardless of the outcome of the criminal matter.

(D) If the animal impounded under this provision is deemed by a court of proper jurisdiction to be a continuing danger to the owner, member of the public or any animal, the director shall humanely dispose of the animal.

Sec. 7-25. – Neglect and/or Cruelty.

(A) Adoption of state law. Any person or corporation committing the offense of cruelty to animals within the corporate limits of the city which is declared by law or laws of the state now existing (see Ala. Code § 13A-11- 14 and § 13A-11-241 (1975)) or hereinafter enacted to be a misdemeanor offense of cruelty to an animal shall be guilty of an offense against the city.

(B) The Director of the Mobile Animal Services shall serve as agent of the city to protect dogs and cats from cruelty and to prevent such cruelty, pursuant to Ala. Code § 13A-11-242(1975).

(C) The Director of the Mobile Animal Services shall serve as agent of the city to protect all animals from neglect and/or cruelty and to prevent such neglect and/or cruelty.

(D) The Director shall have the authority to impound any animal found suffering from neglect and/or cruelty. If in the opinion of the Director, the Owner has corrected a neglect violation, the Owner may reclaim the animal upon payment of all impoundment costs, including, but not limited to, transport, boarding, veterinary fees, vaccinations, and any other necessary Animal Services expenses. Owners charged with neglect and/or cruelty shall not be allowed to reclaim an animal until so ordered by the court. Neglected animals not reclaimed within five days of impound, including any partial day(s), shall be considered abandoned animals. Animals not reclaimed by Owners charged with neglect and/or cruelty, within five days of a court order allowing the animal to be reclaimed shall be considered an abandoned animal.

(E) It shall be unlawful to leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.

(F) A police officer, or an animal control officer shall be authorized to remove an animal from a motor vehicle if the animal's safety appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal. In said circumstances, an officer is authorized to take all steps that are reasonably necessary for the removal of an animal from a motor vehicle, including but not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or other person responsible. In no event shall any officer cause damage to a motor vehicle unless a) there is no other reasonable means of entry, and b) an animal is in immediate danger of injury or death.

(G) A police officer, or animal control officer who removes an animal from a motor vehicle shall take it to Animal Services or other place of safekeeping or, if the officer deems necessary, to a veterinary hospital for treatment.

(H) A police officer or animal control officer who removes an animal from a motor vehicle shall, in a secure and conspicuous location, on or within the motor vehicle, leave written notice bearing reclaim procedures for the impounded animal

(I) Neither the municipality, nor any employee or agent of the municipality, acting in good faith, shall be liable for any actions taken under this section. As provided in the Code of Alabama 1975, § 13A-11-243: Powers if agents, officers; liability.

Sec. 7-26. - Certain sales regulated.

(A) No dog(s) shall be offered for sale, gift or other transfer of ownership on or from any public street, roadway, right-of-way, sidewalk or park.

(B) No dog(s) shall be offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, unless the seller provides the buyer, at the time of sale, with the following:

(1) A signed original State of Alabama Small Animal Health Certificate;

(2) A negative fecal examination report from a licensed, accredited veterinarian which is dated no more than ten (10) days before the date of sale; and,

(3) A microchip registration form.

(C) No dog(s) shall be offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, until the animal has reached the age of nine (9) weeks, as established by information included in the State of Alabama Small Animal Health Certificate.

(D) All dogs offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, must be implanted with an identifying microchip. The microchip number must be provided on the microchip registration form provided to the purchaser or transferee at the time of sale.

(E) No vendor shall offer a dog(s) for sale or gift or other transfer of ownership at or from any pet store or swap meet, unless there is conspicuously displayed at each vendor location a sign which reads as follows:

ATTENTION

No dog shall be sold or given away unless the dog is at least

9 WEEKS OLD

AND

the buyer is provided with:

the original State of Alabama Small Animal Health Certificate

AND

a negative fecal examination report by a licensed veterinarian

AND

a document showing that the dog is micro-chipped

City of Mobile Code Section 7-26

(F) The print on said sign shall not be less than two (2) inches in height.

(G) For purpose of this section, a "swap meet" is defined as a place of commercial activity popularly known as a swap meet, flea market or park-and-swap, which is open to the general public and composed of enclosed, semi-enclosed or outdoor stalls, stands or spaces rented or leased to persons on a temporary basis for the purpose of display and sale, barter or exchange of new or used merchandise.

(H) Exceptions. This section shall not prohibit the sale, gift, or other transfer of ownership of dogs at county fairs, animal exhibitions or shows, 4-H activities, and other activities or events that are regulated by other state or county agencies.

Sec. 7-27. - Authority of "nonsworn" ACOs.

Animal control officers who are not sworn police officers shall have the authority to issue notices of violations and municipal offense tickets for any violation of chapter 7 for which a set fine is published in the city's municipal court magistrate's fine schedule.

Sec. 7-28. - Authority of "sworn" ACOs.

Animal control officers who are sworn police officers shall have the authority to issue notices of violations and municipal offense tickets for any violation of chapter 7 for which a set fine is published in the city's municipal court magistrate's fine schedule and the additional authority to issue citations and warrants for violations of chapter 7 for which penalties must be assessed by a court of proper jurisdiction.

Sec. 7-29. - Authority to impound.

To promote the city's interest in seeing that all animals are treated humanely and to ensure the well-being of residents of the city, the director, any ACO, or city police officer is authorized to impound any animal if there is reasonable cause to believe any of the following (non-exclusive list) conditions exist:

(A) (1) The animal is the subject of an act of cruelty or neglect as prohibited by this chapter and state law;

(2) The animal is running at large, in violation of this chapter;

(3) The animal is an abandoned animal within the meaning of this Chapter;

(4) The animal is the subject of an Animal Services investigation for viciousness; or

(5) The animal does not display a valid inoculation tag and the owner, if identified, does not produce proper inoculation documentation.

(6) The animal is housed or kept on, or in, any structure, building, pen or other real property, not owned by the animal owner, and without the permission of the real property owner or person or entity with a possessory interest in the real property.

(B) Any animal not reclaimed by an owner, or for which an owner has failed to pay for veterinary fees and boarding within the first five-day period of impoundment shall be deemed an abandoned animal and become the property of Animal Services.

Sec. 7-30. - Authority to enter private property.

Any ACO, city police officer or agent of Animal Services is authorized to enter upon private property to impound any animal observed at large and chased to such property or, to investigate any 'in plain view' violation of this chapter, or impound any animal that, in the reasonable discretion of the ACO, police officer or Animal Services agent, has been abused, ~~or~~ neglected, or treated cruelly.

Sec. 7-31. - Humane traps and chemical capture methods.

(A) In order to apprehend animals in violation of this chapter who are otherwise difficult to apprehend, any ACO, city police officer or Animal Services agent is authorized to use traps designed to humanely capture such animals by placing the traps on any public property, upon the rights-of-way of any public street or highway, or upon the private property of any person who grants permission.

(B) Any ACO, city police officer, or Animal Services agent is hereby authorized to use chemical capture methods to capture animals in violation of this chapter when the use of humane traps would be ineffective and the animal is diseased or poses a danger to public safety.

Sec. 7-32. - Destruction of certain animals.

(A) The director is authorized to humanely destroy any stray animal boarded and unclaimed at Animal Services for more than five (5) working days, provided that the Animal Services has made reasonable efforts to locate the animal's owner and been unsuccessful and provided that, in the director's opinion, the animal constitutes a direct and immediate threat to public health, safety or welfare.

(B) The director is authorized to humanely destroy any animal found unattended on public property when such animal is injured or diseased and past recovery.

(C) The director is authorized to humanely destroy any wild animal within the city limits which

presents a direct and immediate threat to public health, safety or welfare.

(D) The director is authorized to impound, any owned animal in which the Director has probable cause to believe the animal has bitten or fiercely attacked any person causing severe injury, the loss of bodily function or death when the director believes such animal constitutes a direct and immediate threat to public health, safety or welfare. If the animal is not subject to quarantine, and the owner does not re-claim the animal within five days of impound, the animal will be considered abandoned and may be humanely destroyed.

(E) The director is to employ the most humane means possible when exercising the authority granted in this section.

ARTICLE IV. - FINES AND PENALTIES

Sec. 7-33. - Fines.

It shall be unlawful for any person to violate any provision of this chapter. Any person violating the provisions listed below shall be assessed the following fines, which are to be published in the City's municipal court magistrate's fine schedule. For second offense of any article of Chapter 7 a Court appearance is required. Penalties include fine of no more than $500.00 (excluding court costs) or up to six months in jail.

City Code Section	State Code Section Adopted	Fine
7-8		$100.00
7-9		Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail
7-17		~~$150.00~~ Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail
7-22		Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail
7-25	Ala. Code Sec. 13A-111- 14, Sec. 13A-11-241 (1975)	Court appearance required. Fine of no more than $500.00 (excluding court costs) or up to six months in jail

7-26		$100.00
All other violations of chapter 7		~~$25.00~~ $100.00

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/3/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 8:52 AM

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 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055,
5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 4, 2022, a public hearing will be held on the 8th day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road and 2104 Garmons Lane (southeast corner of Cottage Hill Road and Demetropolis Road, extending to the northwest corner of N. Demetropolis Road and Dinkins Drive) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business 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 BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE

CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) compliance with Engineering comments: (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 (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.); and, 3) 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 ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of November 2022, 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 Zoning Ordinance was published in full on the 9th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(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 (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.); and, **3) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

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RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business 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 Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: 1) **completion of the Subdivision process; 2) compliance with Engineering comments:** ***(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 (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.); **and, 3) 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

White-Spunner Realty
5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 28, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **White-Spunner Realty** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane** (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) compliance with Engineering comments:** ***(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 (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.); **and, 3) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Carah Hall
McCrory & Williams, Inc.
3207 International Drive
Unit G
Mobile, Alabama 36606

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
b. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process;**
2) **compliance with Engineering comments:** ***(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 (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.); and,

3) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $648.20. 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: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Christopher White-Spunner
3207 International Drive
Suite G
Mobile, Alabama 36606

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Commission decided to holdover the application to the September 1, 2022, meeting to allow the applicant time to obtain authorization from the owner of the adjacent land-locked parcel.

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: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, 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.

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District , however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, August 17, 2022,** 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

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane**
(Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
Council District 4
ZON-002133-2022 (Rezoning)
White-Spunner Realty
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, 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.

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, August 17, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-002133-2022

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

White-Spunner Realty — Name

chris@white-spunnerrealty.com — Email

3201 Dauphin Street, Suite A Mobile, AL 36606 — Full Address (Street, City, State, Zip)

(251) 471-1000 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

see attached "LIST OF OWNERS" — Name

Name (other owners, optional)

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

2104 Garmon's Lane — Property Address

see attached "PARCEL NUMBERS" — Parcel Number

98,033 Sq.Ft. or 2.25+/- Acres — Property Area (acres or square feet)

R-1 — Present Zoning

B-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ■ **NO**

10. 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).

11. 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.

see attached "LIST OF OWNERS"

Applicant Signature _____ 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 rezoning or Planning 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.

see attached "LIST OF OWNERS"

Applicant Signature _____ Date _____

Application Submission
Contact Information

Name of Project: Cottage Village Shopping Center Subdivision

Address: 5011-5133 Cottage Hill Road

Owner: See Attached "LIST OF OWNERS"

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Authorized Agent: White-Spunner Realty

Address: 3201 Dauphin Street, Suite A Mobile, AL Zip Code: 36606

Phone: (251) 471-1000 Fax: _____ Email: chris@white-spunnerrealty.om

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: McCrory & Williams, Inc.

Address: 3207 International Drive, Suite G Mobile, AL Zip Code: 36606

Phone: (251) 476-4720 Fax: (251) 476-4721 Email: dwhitt@mcwinc.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Laura M. Davis — Laura M. Davis

Signature — Print

07/15/2022 — draftsman/McCrory & Williams

Date — Affiliation to project/Organization

Narrative:
THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.
THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THE OWNERS BELIEVE THIS TENANT WILL BE AN ASSET TO THE AREA AND THE ADDITIONAL PROPERTY TO THE SOUTH WILL HELP WITH ACCESS TO UNIVERSITY BOULEVARD AND POSSIBLY DRAINAGE. THEY ARE REQUESTING

COTTAGE VILLAGE SHOPPING
CENTER SUBDIVISION

LIST OF OWNERS

WHITE-SPUNNER REALTY IS AUTHORIZED TO REPRESENT ME IN THE SUBMITTAL OF "COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION" APPLICATIONS TO

CITY OF MOBILE PLANNING COMMISSION.

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

William M Lyon, Jr
William M. Lyon, Jr. (Jul 15, 2022 15:25 CDT)

WILLIAM M. LYON, JR
(251) 490-4446

DATE: 7-15-22

B. WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

BLACKSHER WHITE-SPUNNER
(251) 471-1000

DATE: 7-15-22

Cottage Village SC Owners

Final Audit Report 2022-07-15

Created:	2022-07-15
By:	Front Desk (frontdesk@white-spunnerrealty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz-9xd5x4HekOz9XQZnvfsy2oSYhcpqyn

"Cottage Village SC Owners" History

Document created by Front Desk (frontdesk@white-spunnerrealty.com)
2022-07-15 - 8:11:45 PM GMT- IP address: 50.86.89.94

Document emailed to bj@lyonlawpc.com for signature
2022-07-15 - 8:12:19 PM GMT

Email viewed by bj@lyonlawpc.com
2022-07-15 - 8:28:38 PM GMT- IP address: 100.21.157.149

Document e-signed by William M. Lyon, Jr. (bj@lyonlawpc.com)
Signature Date: 2022-07-15 - 8:29:26 PM GMT - Time Source: server- IP address: 45.17.96.64

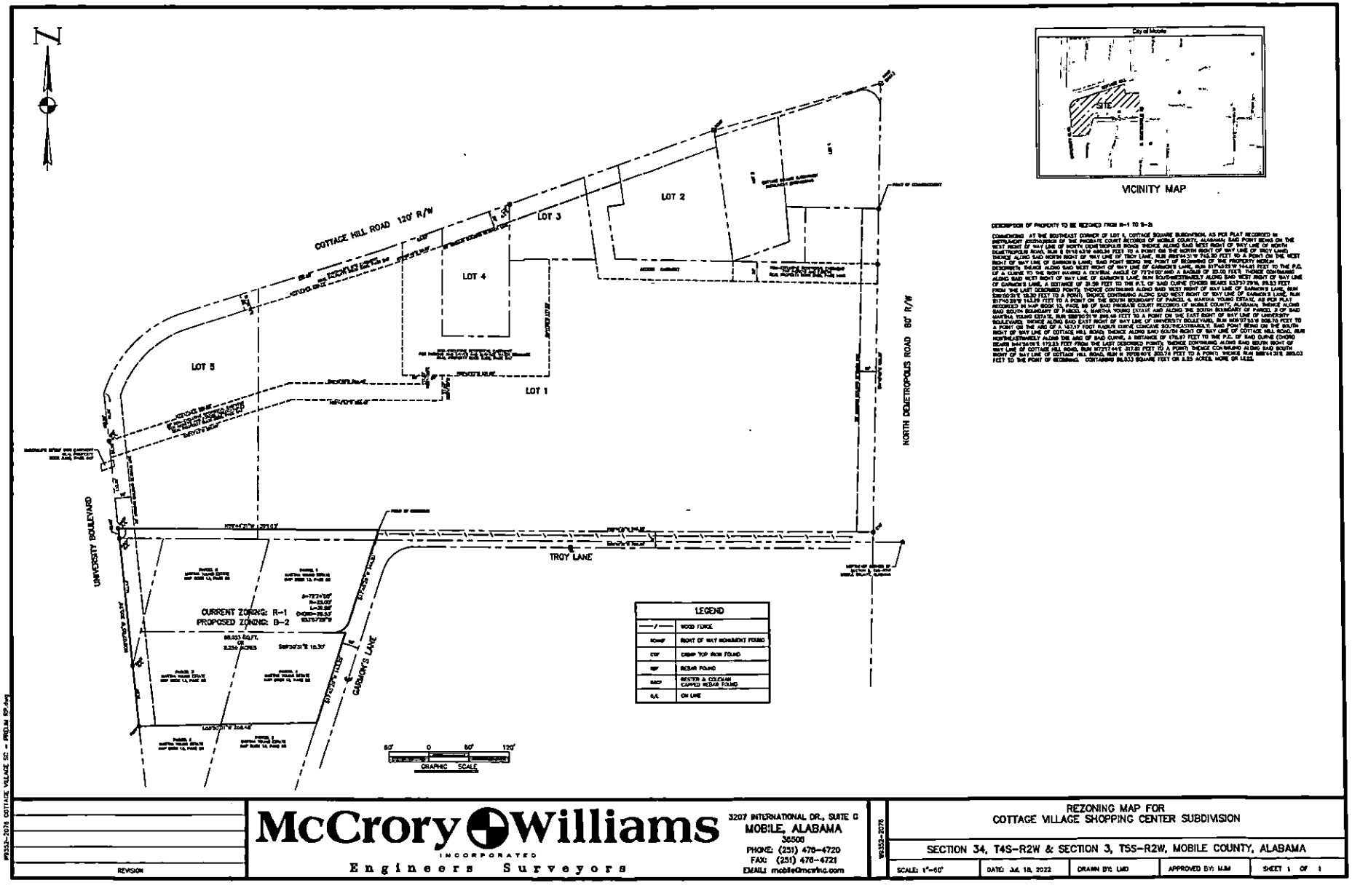
Agreement completed.
2022-07-15 - 8:29:26 PM GMT

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 532.86 FEET TO A POINT; THENCE S07°56'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION, THENCE RUN S88°48'19"E 108.39 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S88°42'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,189 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021026506 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°18'43"W 490.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 745.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°57'29"W, 29.53 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S89°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S17°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S88°50'31"W 269.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N06°07'55"W 506.78 FEET TO A POINT ON THE ARC OF A 187.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.97 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°54'09"E 172.23 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.81 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°08'40"E 300.74 FEET TO A POINT; THENCE RUN S89°44'31"E 395.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98,033 SQUARE FEET OR 2.25 ACRES, MORE OR LESS.



DESCRIPTION OF PROPERTY TO BE REZONED FROM R-1 TO B-2:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2007290000281 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°19'10"W 499.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°54'31"W 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARDNER'S LANE; SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN S17°40'39"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°41'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, A DISTANCE OF 31.71 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S37°51'21"W, 29.63 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN S89°30'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARDNER'S LANE, RUN S17°40'39"W 143.94 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 88 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S89°30'31"E 295.58 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N00°07'50"E 308.76 FEET TO A POINT ON THE ARC OF A 1457.27 FOOT RADIUS CURVE (CONCAVE SOUTHEASTERLY); SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 171.67 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N44°34'09"E 172.33 FEET FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°17'44"E 317.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°09'01"E 303.74 FEET TO A POINT; THENCE RUN S89°44'31"E 265.03 FEET TO THE POINT OF BEGINNING. CONTAINING 96,933 SQUARE FEET OR 2.23 ACRES, MORE OR LESS.

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 478-4720
FAX: (251) 478-4721
EMAIL: mobile@mcwinc.com

W1333-2076

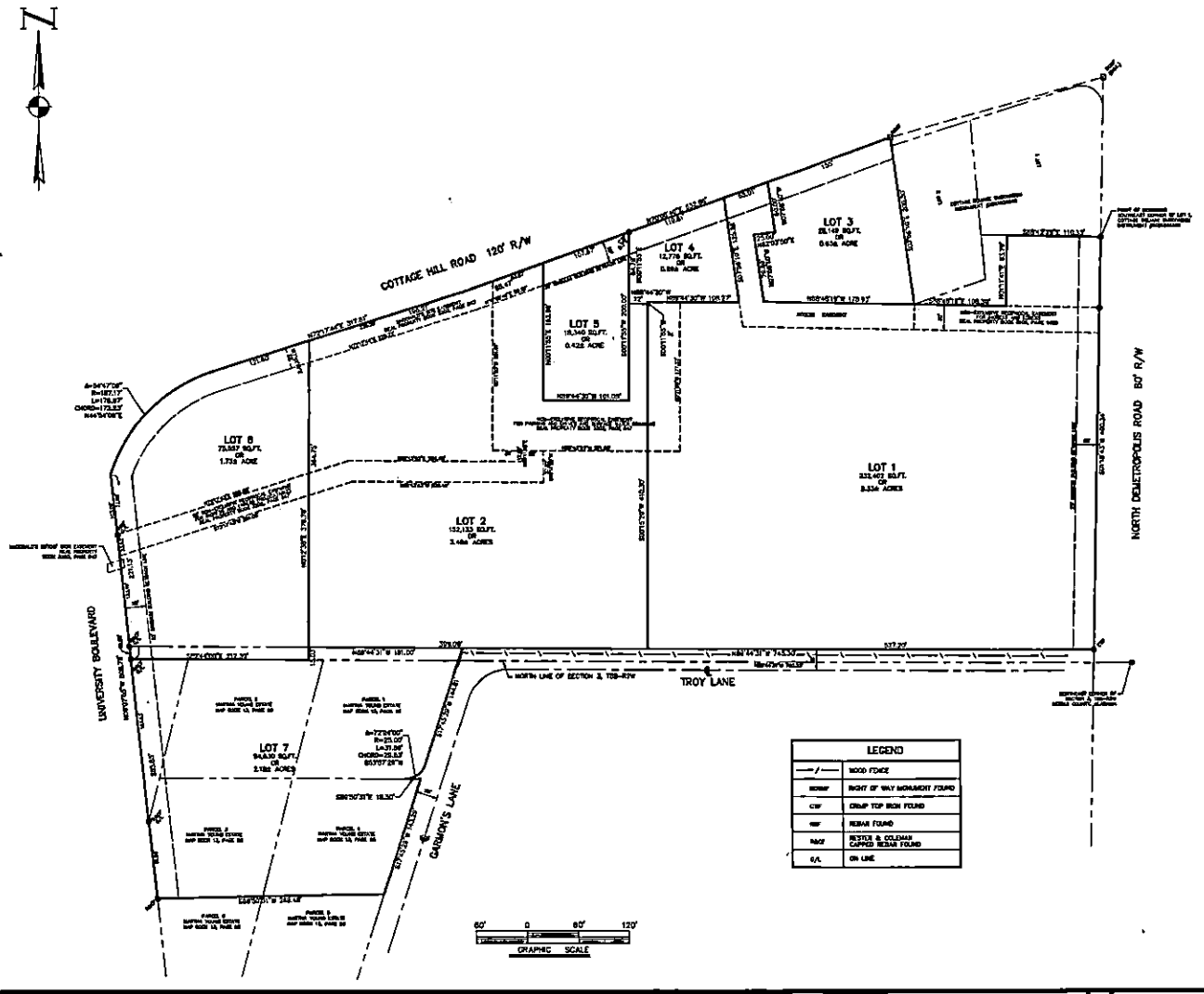
REVISION

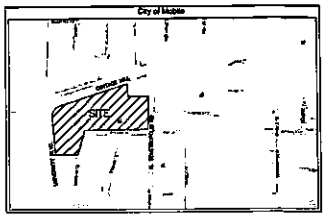
REZONING MAP FOR
COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 18, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W1333-2076 COTTAGE VILLAGE SC - REZ.M REZ.dwg





VICINITY MAP

DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021095308 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DEMETROPOLIS ROAD, RUN S 01°16'43"W FROM FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°44'31"W 743.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARMON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S13°45'29"W 144.81 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°14'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, A DISTANCE OF 31.53 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S23°57'29"W, 29.53 FEET) FROM THE LAST DESCRIBED POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S59°50'31"E 18.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARMON'S LANE, RUN S13°45'29"W 143.29 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 36 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL 4, MARTHA YOUNG ESTATE, AND ALONG THE SOUTH BOUNDARY OF PARCEL 3 OF SAID MARTHA YOUNG ESTATE, RUN S89°50'31"E 389.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN N00°07'10"E 508.70 FEET TO A POINT ON THE ARC OF A 197.17 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 178.87 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N64°04'08"E 172.83 FEET) FROM THE LAST DESCRIBED POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°27'14"E 217.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°06'46"E 532.99 FEET TO A POINT; THENCE S01°54'10"E AND ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 209.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; COTTAGE SQUARE SUBDIVISION; THENCE RUN S88°45'01"E 126.38 FEET TO A POINT; THENCE RUN N01°11'41"E 83.79 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2; COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S89°42'28"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 814,188 SQUARE FEET OR 18.69 ACRES, MORE OR LESS.

STATE OF ALABAMA
COUNTY OF MOBILE

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

KEVIN A. MILLER, PLS — DATE
ALABAMA REGISTRATION NUMBER 14588
NOT VALID WITHOUT ORIGINAL SEAL

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0543 L, COMMUNITY NO. 015007, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" AREA.
   ZONE X(UNSHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.
2. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
3. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD83, US SURVEY FEET.

OWNERS:

MCCRWG, LLC
ATTN: BLACKNECK WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670
AND

WILLIAM H. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1213
MOBILE, AL 36633
AND

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

APPROVED:
MOBILE CITY PLANNING COMMISSION

SECRETARY — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEERING DIRECTOR — DATE

REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 478-4720
FAX: (251) 478-4721
EMAIL: mobile@mcwinc.com

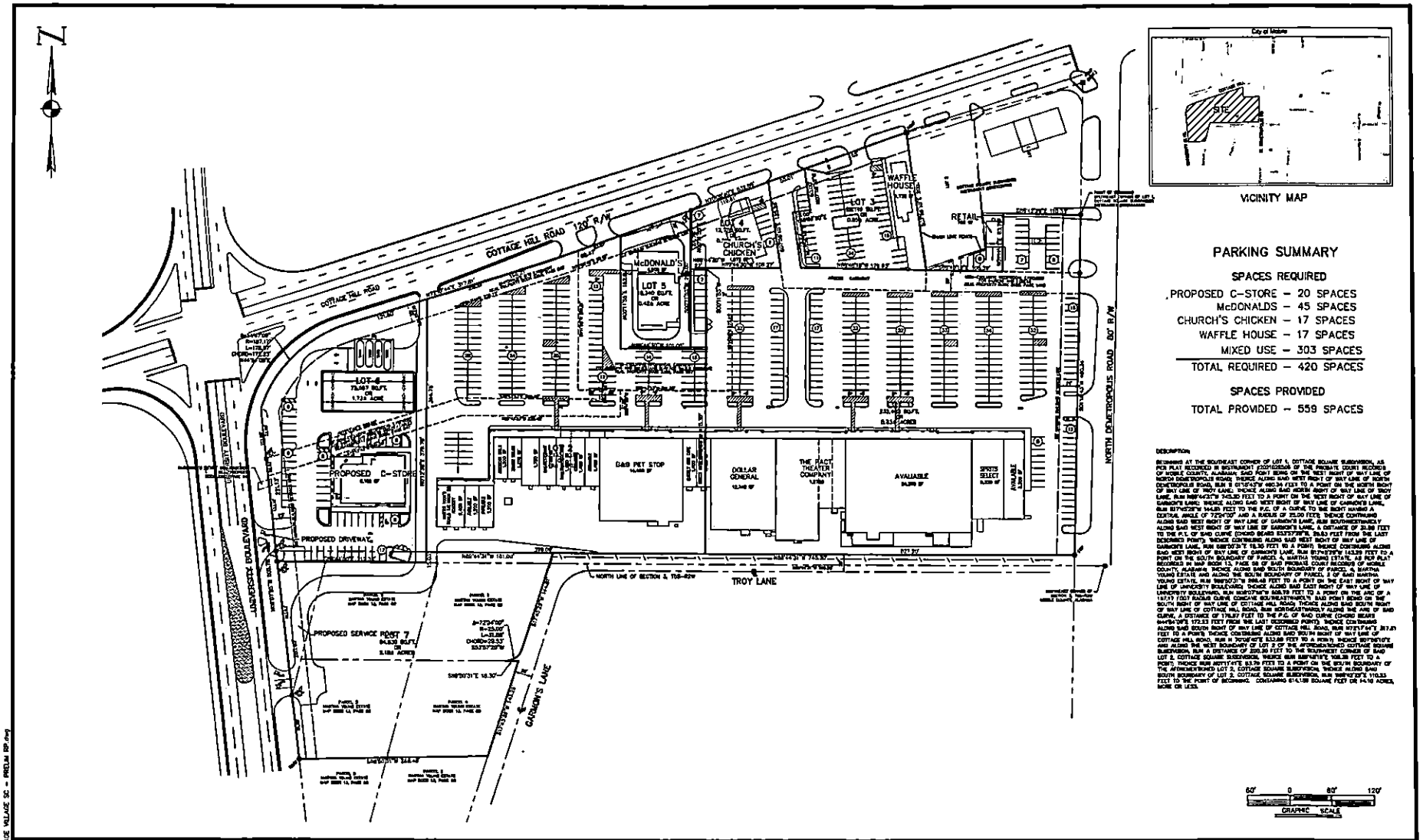
W3352-2075

COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION

SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: Jul. 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

W3352-2075 COTTAGE VILLAGE SC - PRELIM RP.dwg



VICINITY MAP

PARKING SUMMARY

SPACES REQUIRED

PROPOSED C-STORE – 20 SPACES
McDONALDS – 45 SPACES
CHURCH'S CHICKEN – 17 SPACES
WAFFLE HOUSE – 17 SPACES
MIXED USE – 303 SPACES

TOTAL REQUIRED – 420 SPACES

SPACES PROVIDED

TOTAL PROVIDED – 559 SPACES

DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, COTTAGE SQUARE SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2007050068 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF NORTH DOMETROPOLIS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF NORTH DOMETROPOLIS ROAD, RUN S 01°01'47"W 480.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TROY LANE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF TROY LANE, RUN N89°54'37"W 745.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GARSON'S LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GARSON'S LANE, RUN S01°47'29"W 144.85 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 73°24'00" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARSON'S LANE, RUN SOUTHWESTERNLY ALONG SAID WEST RIGHT OF WAY LINE OF GARSON'S LANE, A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE (CHORD BEARS S53°53'29"W, 29.83 FEET) FROM THE LAST DESCRIBED POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARSON'S LANE, RUN S89°06'31"E 16.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF GARSON'S LANE, RUN S01°47'29"W 143.26 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 58 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID SOUTH BOUNDARY OF PARCEL A, MARTHA YOUNG ESTATE AND ALONG THE SOUTH BOUNDARY OF PARCEL 2 OF SAID MARTHA YOUNG ESTATE, RUN S89°00'03"W 699.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, RUN NORTH 0.00 FEET TO A POINT ON THE ARC OF A 1,617.01 FOOT RADIUS CURVE CONCAVE SOUTHEASTWARDLY; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN NORTHEASTERLY ALONG THIS ARC OF SAID CURVE, A DISTANCE OF 179.87 FEET TO THE P.C. OF SAID CURVE (CHORD BEARS N49°56'09"E 179.77 FEET) FROM THE LAST DESCRIBED POINT); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N72°51'54"E 317.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF COTTAGE HILL ROAD, RUN N 70°06'40"E 533.98 FEET TO A POINT; THENCE S01°06'10"E ALONG THE WEST BOUNDARY OF LOT 2 OF THE AFOREMENTIONED COTTAGE SQUARE SUBDIVISION, RUN A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE RUN S89°54'19"E, 100.00 FEET TO A POINT; THENCE RUN S01°11'41"E, 83.76 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE AFOREMENTIONED LOT 2, COTTAGE SQUARE SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 2, COTTAGE SQUARE SUBDIVISION, RUN S89°54'29"E 110.33 FEET TO THE POINT OF BEGINNING. CONTAINING 614,188 SQUARE FEET OR 14.10 ACRES, MORE OR LESS.

60' 0 60' 120'
GRAPHIC SCALE

W:\333-2076 COTTAGE VILLAGE SC - PRELIM SP.dwg

REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 478-4720
FAX: (251) 478-4721
EMAIL: mobile@mcwinc.com

W\333-2076

PUD
COTTAGE VILLAGE SHOPPING CENTER SUBDIVISION
SECTION 34, T4S-R2W & SECTION 3, T5S-R2W, MOBILE COUNTY, ALABAMA

SCALE: 1"=60'	DATE: JULY 29, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

HC20WS, LLC
ATTN: BLACKSHER WHITE-SPUNNER
PO BOX 7475
MOBILE, AL 36670

WILLIAM M. LYON, JR ET AL
LYON LAW FIRM, P.C.
PO BOX 1312
MOBILE, AL 36633

B. WHITE-SPUNNER, ET AL
PO BOX 7475
MOBILE, AL 36670

WHITE-SPUNNER REALTY
ATTN: CHRIS HARLE
3201 DAUPHIN ST, STE A
MOBILE, AL 36606

NGUYEN THUY KIM ET AL
729 OAK HILL RD
MOBILE, AL 36609

CAGLE FAMILY LLC
C/O BALL RICHARD & ILONA BALL
13842 GABRIEL CT
JACKSONVILLE, FL 32224

CAGLE ALLEN M & MELINDA K
13842 GABRIEL CT
JACKSONVILLE, FL 32224

MAWSS
PO BOX 180249
MOBILE, AL 36618

WAL-MART REAL ESTATE
C/O WAL-MART PROP TAX DEPT
PO BOX 8050
ATTN: 0555
BENTONVILLE, AR 72712

HANCOCK BANK
C/O VEE SERVICES, INC
11700 PRESTON RD, STE 660-#193
DALLAS, TX 75230

CITY OF MOBILE
C/O CITY CLERK OFFICE
205 GOVERNMENT ST
MOBILE, AL 36602

LANIER SARAH B
5070 COTTAGE HILL RD
MOBILE, AL 36609

NGUYEN LAN H
6063 SOUTHBEND DR S
MOBILE, AL 36619

RUSSELL JAMES A & PATRICIA
721 S UNIVERSITY BLVD
MOBILE, AL 36609

SYMAHA LLC
6401 CANEBRAKE RD
MOBILE, AL 36695

NRP LLC
C/O NICHOLE PATRICK
22 EDGEFIELD RD
MOBILE, AL 36608

SEBSTIANI LECY
3255 SPALDING DR
SANDY SPRINGS, GA 30350

SU SIMON M
11544 AUTUMN TERRACE DR
WHITE MARSH, MD 21162

COTTON RICHARD K
PO BOX 383
SARALAND, AL 36571

GARMON CHRISTOPHER
6621 RED MAPLE DR
MOBILE, AL 36618

DINKINS MARY
C/O MICHAEL & TRACY DINKINS
5057 DINKINS DR
MOBILE, AL 36693

ROBINSON GLORIA J & BEATRICE MCDOWELL
600 E CHURCH ST
HAMMOND, LA 70401

GULF CREEK LLC
PO BOX 2903
MOBILE, AL 36652

MOBILE HOUSING BOARD
PO BOX 1345
MOBILE, AL 36633

MALONE BEAULAH
2106 GARMONS LN
MOBILE, AL 36693

DINKINS LONNIE
5057 DINKINS DR
MOBILE, AL 36693

CARTER JULIA LEE & PAUL
2115 GARMONS LN
MOBILE, AL 36693

JONES SHEDRICK & DORIS L
2124 COOKES LN
MOBILE, AL 36693

WALKER TONYA MARQUETTA & JEROME M YELDING
5012 COTTAGE HILL RD
MOBILE, AL 36609

MCCORD RAPUNZELL NORWOOD
5016 COTTAGE HILL RD
MOBILE, AL 36609

SAMUELS SHNNON
712 MERRITT DR
MOBILE, AL 36609

COOKE FLORENCE MAE & VICTORIA
GARMON HOLMES
2100 COOKES LN
MOBILE, AL 36609

CAPPS GERALD & GLORIA
11100 HOWELLS FERRY RD
SEMMES, AL 36575

HED PROPERTIES LLC
34182 FARRINGTON LN
SPANISH FORT, AL 36527

DIALS HELEN
9947 SUMMER WOODS CT
MOBILE, AL 36695

AKERBLOOM RUSSEL C
5008 COTTAGE HILL RD
MOBILE, AL 36609

EDWARDS SARAH B, A LIFE EST
7840 TERRY DR
MOBILE, AL 36695

BUSBY ADRIENNE S
721 YNESTRA DR
MOBILE, AL 36609

PARKER GARY HEUSTIS & ALESIA
MCNEIL
2605 CHARLOTTE OAKS DR
MOBILE, AL 36609

MCCLANTOC LAWRENCE EDWARD
JR
5705 POST OAK CT
MOBILE, AL 36609

DEMEREE-HANEY INC
1629 ABBEYWOOD DR
MOBILE, AL 36695

COOKE GEORGE DOUGLAS ET AL
2128 COOKES LN
MOBILE, AL 36693

LEE ORIA SCOTT III ET AL
2124 COOKES LN
MOBILE, AL 36693

GARRETT KENYETTA KAVATA
6405 TRENT CREEK DR
RUSKIN, FL 33573

SMITH SHANITA D & ETTA M
SMITH & FRANK SMITH
2110 GARMON'S LN
MOBILE, AL 36693

DINKINS LAREL ET AL
4028 COTTAGE HILL RD
MOBILE, AL 36609

COOKE SUSIE A
2112 COOKES LN
MOBILE, AL 36693

ABSTON NATHANIEL JR
1439 AFTERNOON SUN RD
MATTHEWS, NC 28104

SAMPSON JOSEPH SR & MARY E
C/O CHRISTINE SAMPSON
PO BOX 91054
MOBILE, AL 36691

BAILEY SHERMEKA SHANTAE
2117 GARMONS LN
MOBILE, AL 36693

SAMPSON CHRISTINE
PO BOX 91054
MOBILE, AL 36691

COTTAGE HILL BAPTIST CHURCH
4255 COTTAGE HILL RD
MOBILE, AL 36609

B CO
PO BOX 7475
MOBILE, AL 36670

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT

Date: September 1, 2022

NAME White-Spunner Realty

SUBDIVISION NAME Cottage Village Shopping Center Subdivision

LOCATION 5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).

CITY COUNCIL DISTRICT District 4

PRESENT ZONING R-1, Single-Family Residential District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 7 Lots / 14.0± Acres

CONTEMPLATED USE Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT None provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

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. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
F. Add a note that 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.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. 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 (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.

Rezoning:

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 (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 A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 Section 64-6 of the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Revised for the September 1, 2022 meeting:

This application was heldover by the Planning Commission at its August 18th meeting in order to have the applicant obtain authorization from the owner(s) of an adjacent land-locked parcel. Since that meeting, legal counsel has reviewed the applications more closely, and determined that due to the fact that access to the land-locked parcel will not be altered, the applications may proceed as proposed without the authorization previously requested.

The site has been given a Neighborhood Center – Suburban (NC) and Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

General Principles for Neighborhood Centers:
- *NC should support a limited amount of commercial employment*
- *NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.*
- *The residential density in NC designations –ranging from 4 to 10 dwelling units per acre — must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.*
- *The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.*
- *The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.*

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

- *NC in **suburban** contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).*

Low Density Residential
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.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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.

The site fronts Cottage Hill Road, Demetropolis Road, North Demetropolis Road, Dinkins Drive, and Garmons Lane. Cottage Hill Road is a minor arterial street, which should have a minimum right-of-way of 100-feet; the preliminary plat depicts an existing right-of-way of 120-feet, making no dedication necessary. Demetropolis Road (incorrectly identified on the plat as University Boulevard) is a principal arterial street, which should have a right-of-way of 100-feet; the preliminary plat does not provide the existing right-of-way, therefore dedication to provide 50-feet from the centerline of Demetropolis Road may be appropriate. North Demetropolis Road is a minor street with no curb and gutter, and should have a minimum right-of-way of 60-feet; the preliminary plat depicts an existing right-of-way of 80-feet, making no dedication necessary. Dinkins Drive (incorrectly identified on the plat as Troy Lane) and Garmons Lane are both minor streets with curb and gutter, which should both have rights-of-way of 50-feet; the preliminary plat does not provide the right-of-way width for either street, therefore, if approved, dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane should be required. Furthermore, dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations should be required, if approved.

The proposed lot sizes are provided in square feet and acres, and all lots comply with minimum lot area standards. If approved, the lots sizes should be retained on the Final Plat, adjusted for dedication.

It should be noted that the preliminary plat does depict the 25-foot minimum building setback along Cottage Hill Road, North Demetropolis Road, and Demetropolis Road, but not Garmons Lane or Dinkins Drive. If approved, the Final Plat should depict the 25-foot minimum building setback line along all street frontages, adjusted for any required dedication(s).

There are several access easements throughout the development, as well as a drainage easement. If approved, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the approval of the easement holder.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The applicant states:

> *THE PROPERTY IS CURRENTLY OPERATING AS A SHOPPING CENTER WITH SEVERAL BUILDINGS AND TENANTS AS LEASE PARCELS. THE OWNERS WANT TO REMOVE THE CURRENT "PNC BANK" BUILDING AND LEASE THE NORTHWEST CORNER OF THE EXISTING SHOPPING CENTER TO ANOTHER TENANT.*
>
> *THE OWNERS HAVE ALREADY ACQUIRED SOME ADDITIONAL TAX PARCELS TO THE SOUTH TO INCREASE THE AREA OF THE SHOPPING CENTER. THEY HAVE SUBMITTED A SUBDIVISION APPLICATION TO COMBINE SEVERAL TAX PARCELS AND CREATE LEGAL LOTS OF RECORD FOR THE LEASE PARCELS. THEY ARE REQUESTING A PUD APPROVAL TO ALLOW MULTIPLE BUILDINGS TO USE THE SHOPPING CENTER FOR SHARED ACCESS AND PARKING.*

The site plan submitted shows existing developments on the proposed Lots 1-5, with a new gas station on proposed Lot 6, and a new (private) service road on the proposed Lot 7. A bank building currently occupies proposed Lot 6, but is proposed to be demolished.

No information was submitted regarding requesting a unique sign package, but the site plan shows that the existing McDonald's on proposed Lot 5 has an off-site sign easement, which appears to

mostly be located in the right-of-way along Demetropolis Road, next to proposed Lot 6. This easement was recorded in 1987 prior to the adoption of the current City of Mobile sign regulations. It should be noted that there is currently no signage located in this easement; as such, it is recommended that this easement be vacated. All existing non-conforming signage may be allowed to remain on-site until such a time as the existing sign cabinets are removed.

The site plan submitted states that a total of 420 parking spaces are required for the entire development, and 559 are available. It should be noted that due to the proposed Lot 5 being an entirely new development, a photometric site plan will be required at the time of permitting. Furthermore, Lot 5 will need to be brought into full compliance with tree planting and landscape area requirements. Proposed Lot 7 is only depicted as having a service road at this time, but at such a time as it is developed with either a structure, parking, or both, full compliance will be required at the time of development. Also, a revised PUD will be required for the future development of Lot 7.

There are several existing dumpsters depicted on the site plan as well as a new dumpster for the proposed development of Lot 5. It appears there may be additional existing dumpsters behind the shopping center that are not depicted on the site plan. If approved, all existing dumpsters on the site should be identified as existing dumpsters, and any new dumpsters should include a note stating that they will have compliant enclosures and sanitary sewer connections.

The site is bounded to the North across Cottage Hill Road by an R-1, Single-Family Residential District; to the East across North Demetropolis Road, by R-1 property developed as a church; the West across Demetropolis Road by a B-2, Neighborhood Business District; and to the South by R-1 and B-1, Buffer Business Districts.

As stated in Section 64-9 of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The B-2, Neighborhood Business District portion of the site was rezoned from R-A, Residential Agricultural to B-2, Neighborhood Business District in 1972 and 1974. The applicant now wishes to expand the B-2 district to the South, but does not state which of the four conditions exist that make the proposed rezoning necessary and desirable. However, due to the proposed re-development of a portion of the existing development, it could be seen that perhaps changing conditions in the area exist. Furthermore, if the subdivision request is approved, Lot 5 would be split-zoned R-1 and B-2, making rezoning the property necessary and desirable due to the subdivision of land into building sites.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *Revision of the plat to correctly identify North Demetropolis Road (incorrectly identified on the plat as University Boulevard);*
2) *Revision of the plat to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive, per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the plat to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): 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. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road". C. Add a signature block for the Owner and Notary Public. D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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. F. Add a note that 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. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I.*

Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. 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.);

11) *Placement of a note on the revised plat stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 Section 64-6 of the City's Zoning Ordinance..);*
12) *Compliance with 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 (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site will require a tree removal permit.);*
13) *Compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.);*
14) *Completion of the rezoning process prior to issuance of building permits; and,*
15) *Full compliance with all other municipal codes and ordinances.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *the proposal promotes the objective of Creative design (to encourage innovative and diversified design in building form and site development), because it will allow redevelopment of a portion of an existing commercial development;*
b. *the proposal promotes the objective of Flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations), because shared access between the lots will result in fewer curb cuts to public street frontages;*
c. *the proposal promotes the objective of Efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment), because the proposed project will result in redevelopment of an existing commercial site;*
d. *the proposal promotes the objective of Environment (to preserve and protect as urban amenities the natural features and characteristics of the land), because new tree plantings will be required for the redeveloped lot;*

e. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *Revision of the site plan to correctly identify North Demetropolis Road (incorrectly identified on the site plan as University Boulevard);*
2) *Revision of the site plan to correctly identify Dinkins Drive (incorrectly identified on the plat as Troy Lane);*
3) *Dedication to provide 50-feet from the centerline of Demetropolis Road, if necessary;*
4) *Dedication to provide 25-feet from the centerline of North Demetropolis Road, if necessary;*
5) *Dedication to provide 25-feet from the centerline of Dinkins Drive and Garmons Lane, if necessary;*
6) *Dedication of the corner radii at North Demetropolis Road and Dinkins Drive per Section V.D.6. of the Subdivision Regulations;*
7) *Retention of the lot size label in square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information, adjusted for any required dedication;*
8) *Revision of the site plan to illustrate the 25-foot minimum building setback line along all street frontages, per Section V.D.9. of the Subdivision Regulations, adjusted for any required dedication;*
9) *Placement of a note stating that no structures are allowed in any easements without the easement holder's permission;*
10) *Provision of a compliant photometric site plan at the time of permitting;*
11) *Revision of the site plan to depict all existing dumpsters on site;*
12) *Revision of the site plan to either depict a dumpster with a compliant enclosure and sanitary sewer connection, or a note should be placed on the site plan stating that curb side pickup will be utilized;*
13) *Full compliance with Engineering comments: (1. Due to the proposed subdivision, the existing City Addresses may need to be assigned a different 911 address. Please contact the Engineering Department (Anthony Morris 208-6216, or Steve Smith 208-7135) to discuss the options. 2. 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 (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.);

14) *Placement of a note on the revised site plan stating Traffic Engineering comments: (A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 Section 64-6 of the City's Zoning Ordinance.);*
15) *Compliance with 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.);*
16) *Compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
17) *Full compliance with all municipal codes and ordinances.*

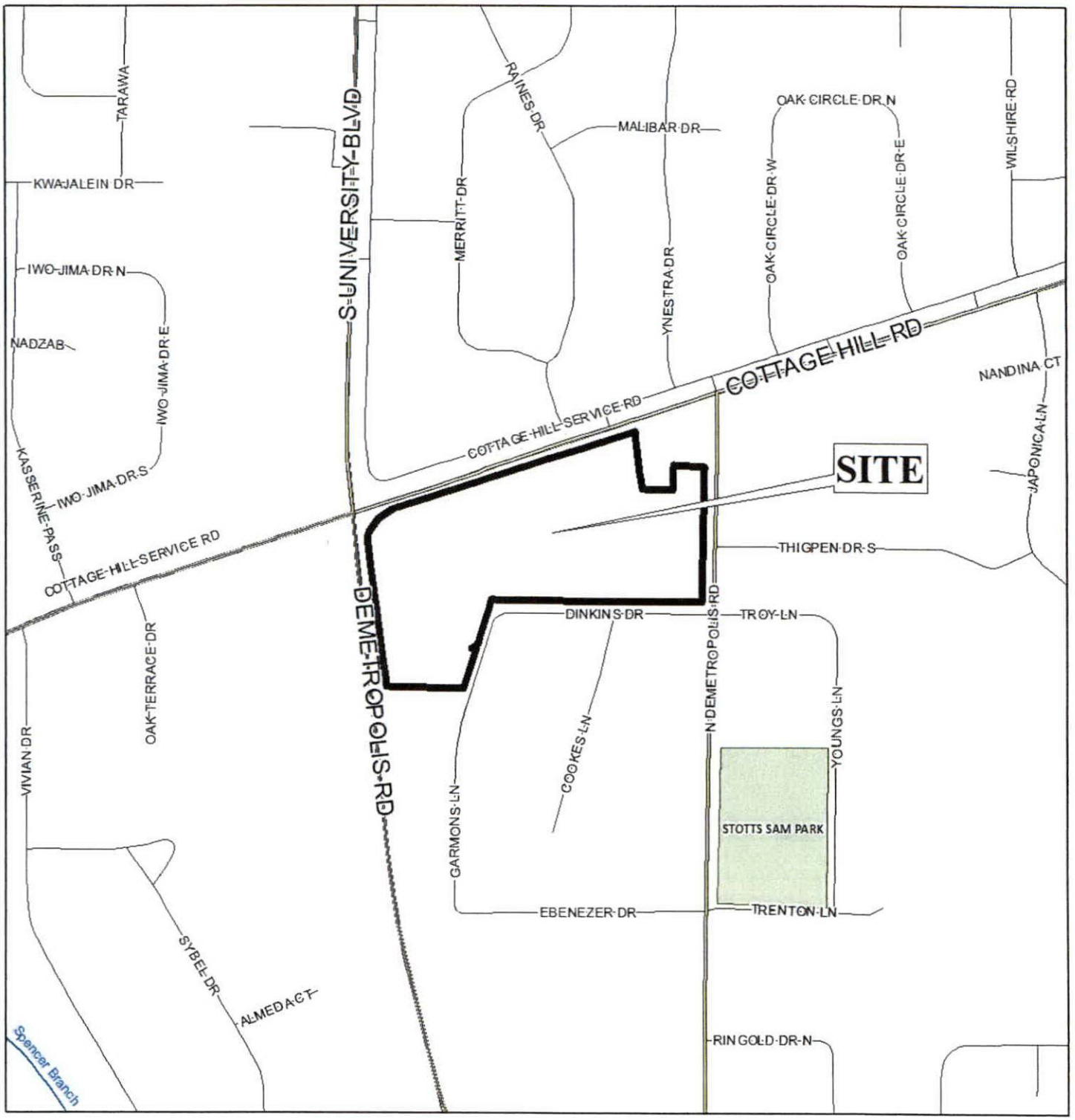
Rezoning: *Based on the preceding, this application is recommended for Approval for the following reasons:*

1) *changing conditions in a particular area make a change in the Ordinance necessary and desirable; and*
2) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process;*
2) *compliance with Engineering comments: (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 (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.); and,*
3) *full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

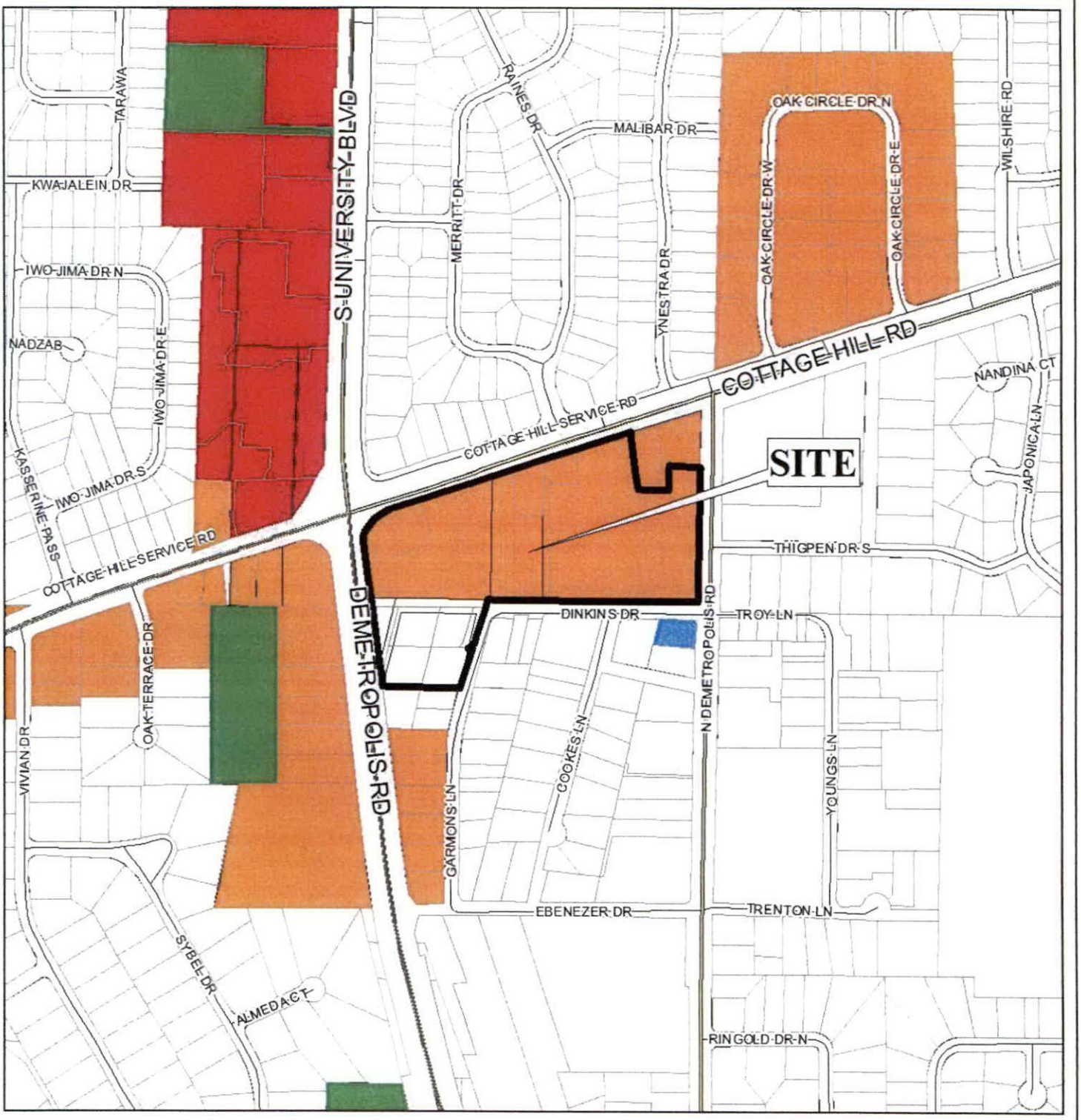
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE September 1, 2022

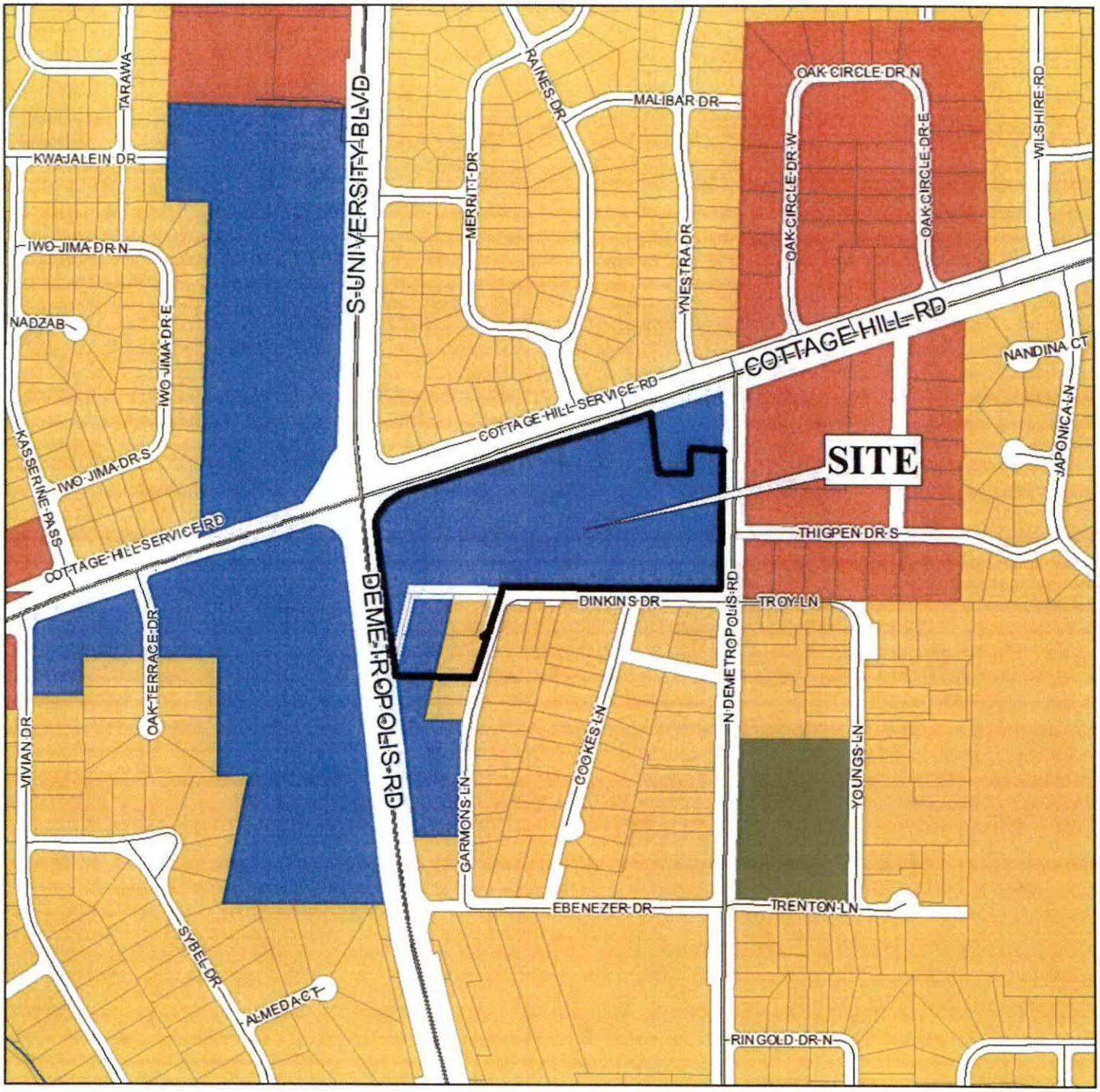
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

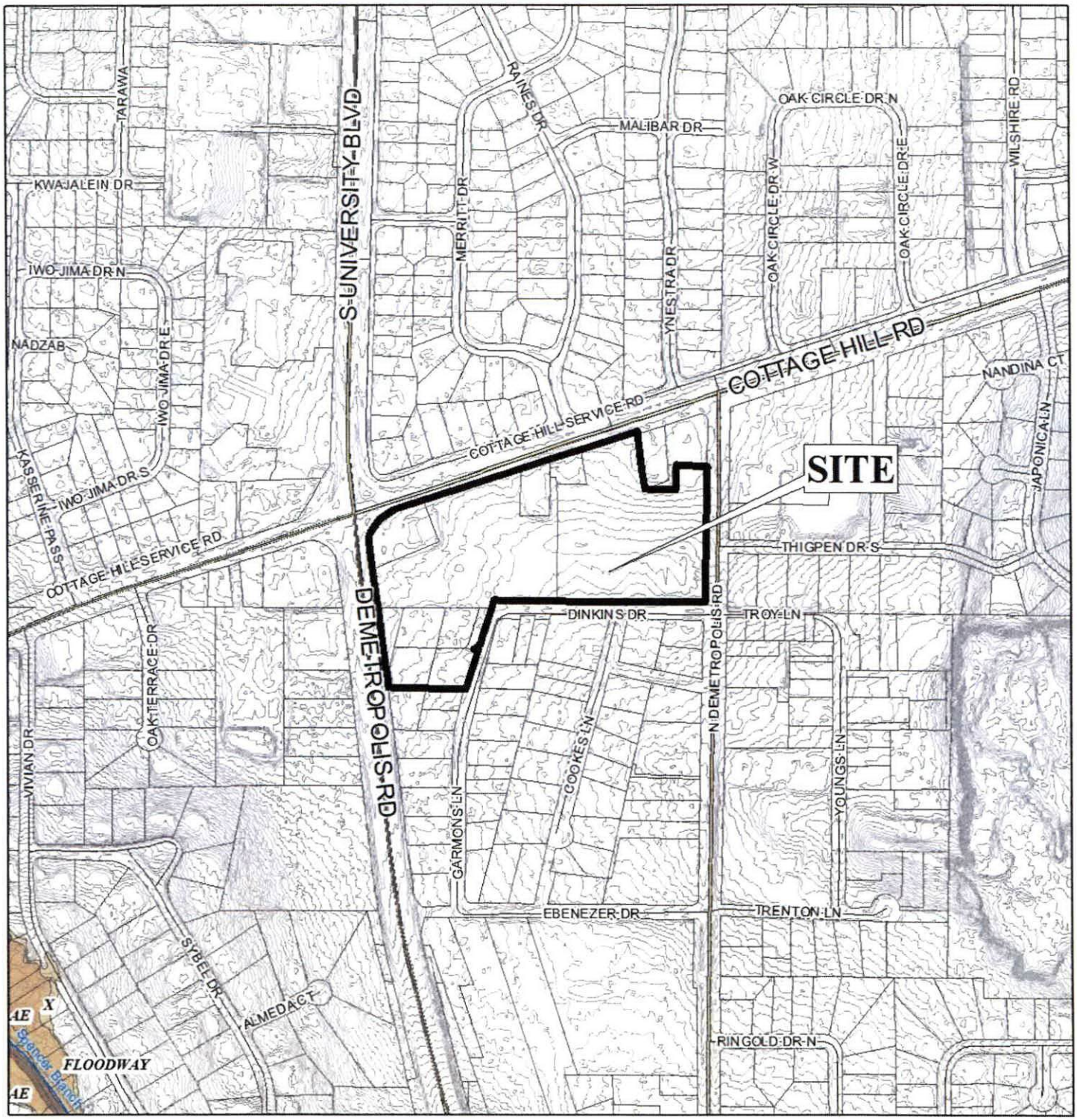
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE September 1, 2022

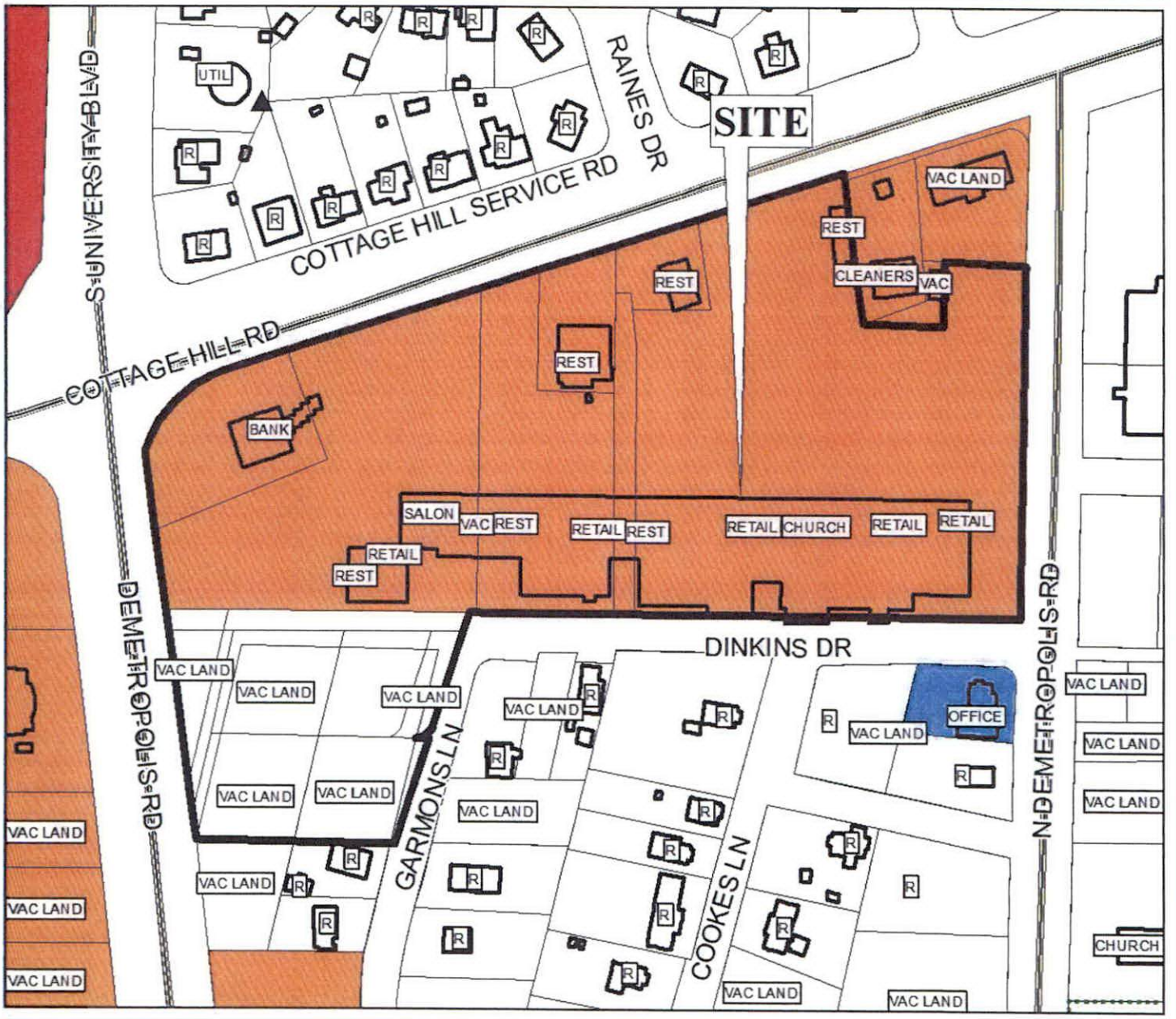
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

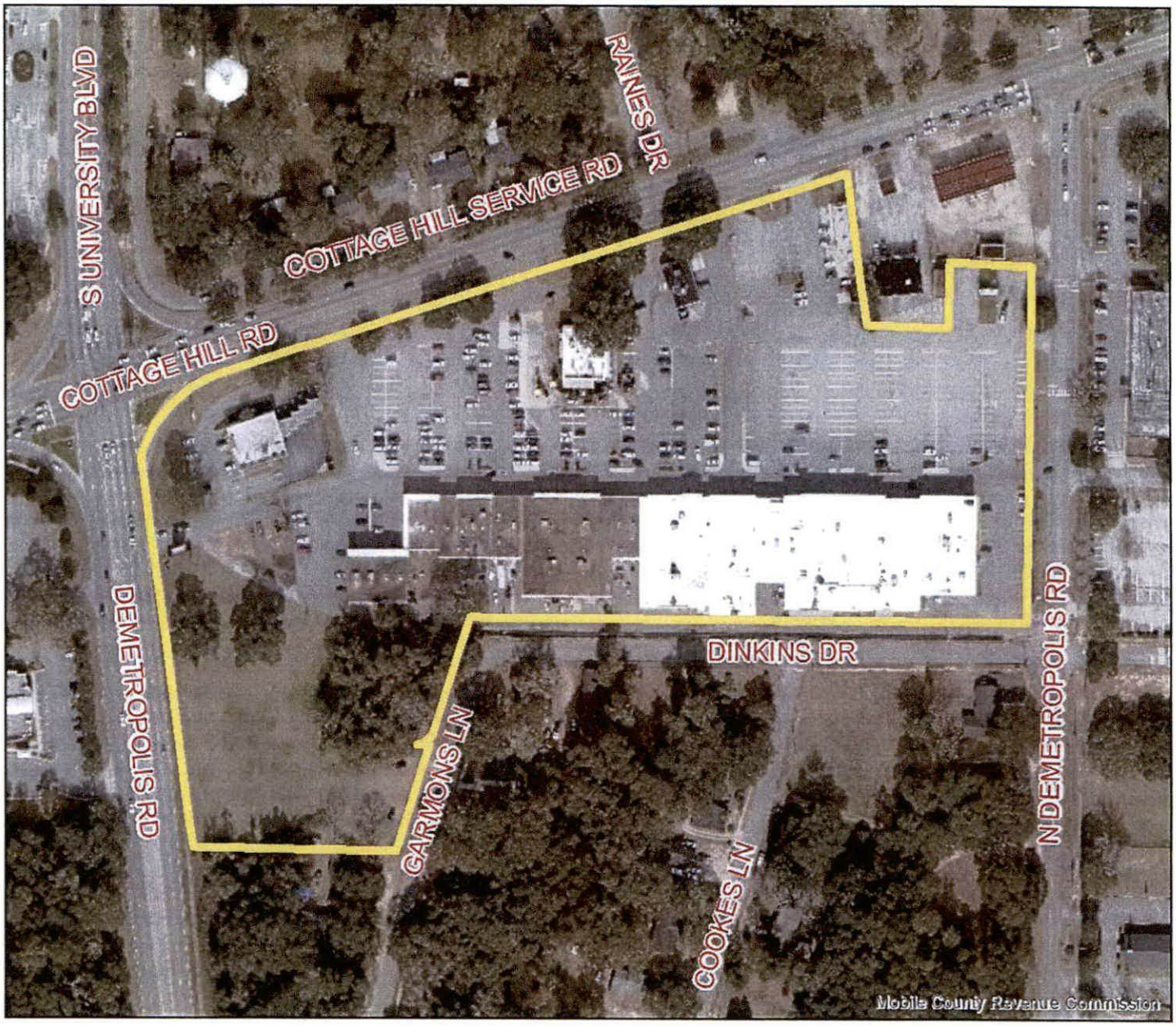
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 1 DATE September 1, 2022

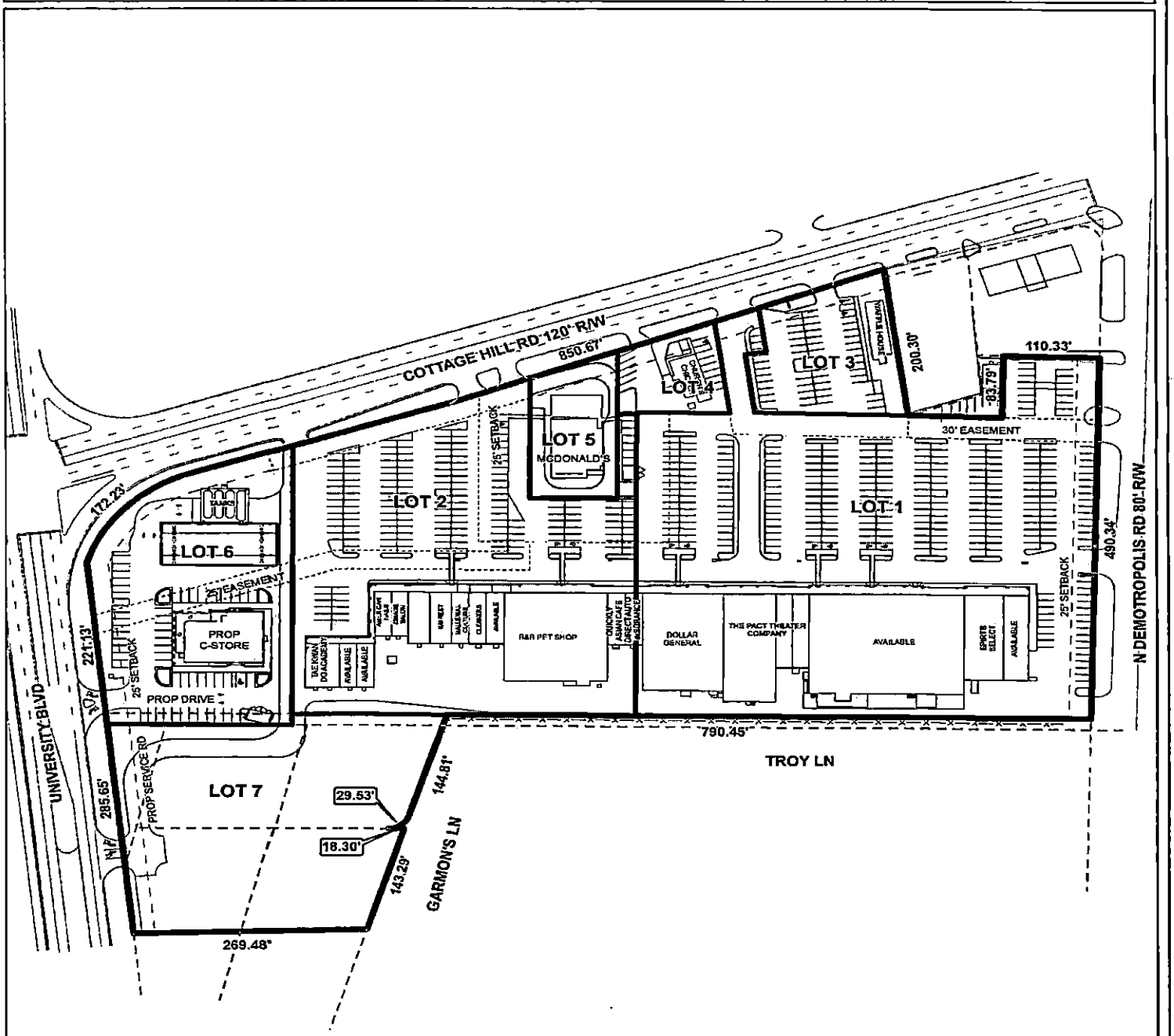
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, proposed convenience store, setbacks, and easements.

APPLICATION NUMBER 1 DATE September 1, 2022

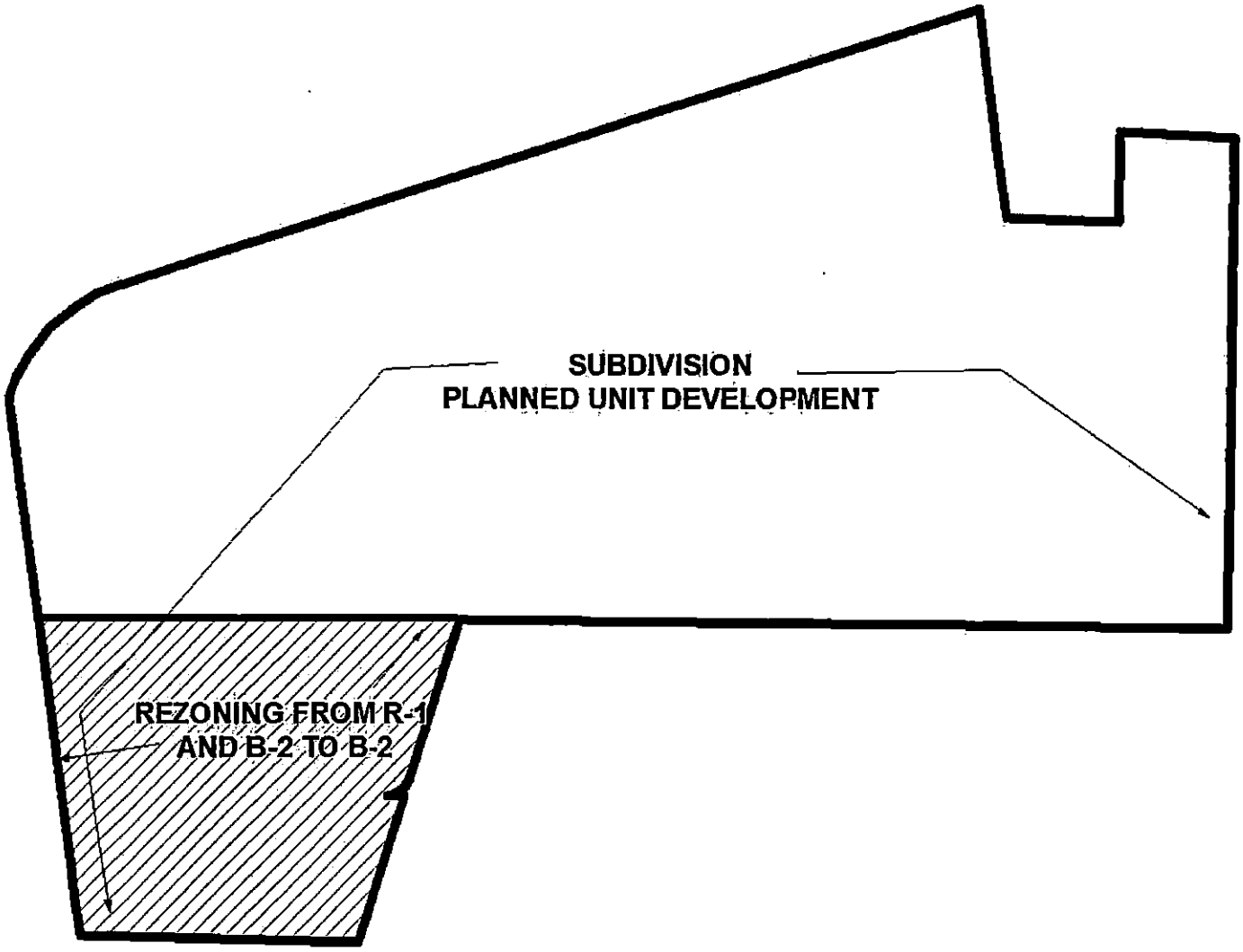
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 1, 2022

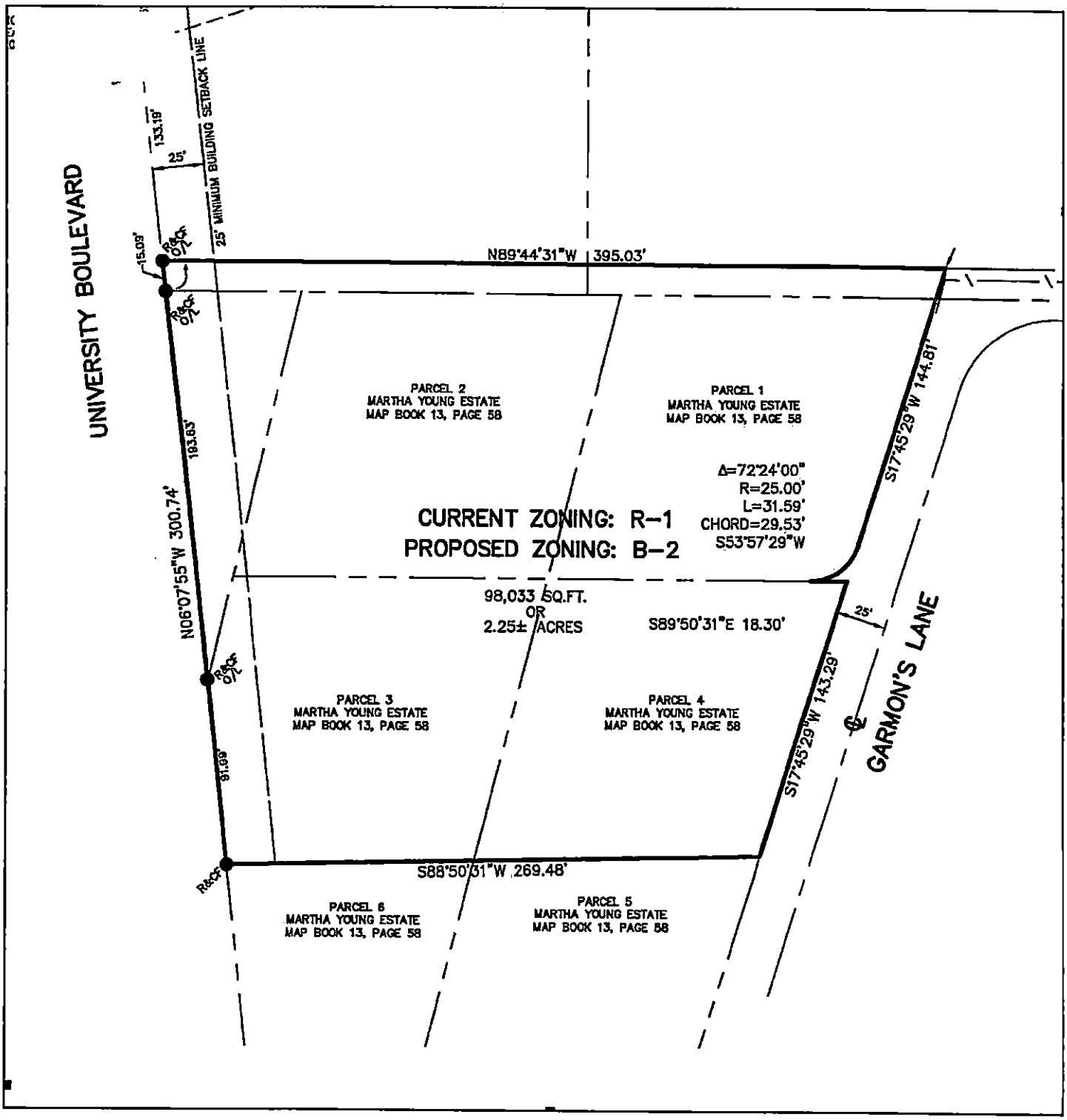
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 1, 2022

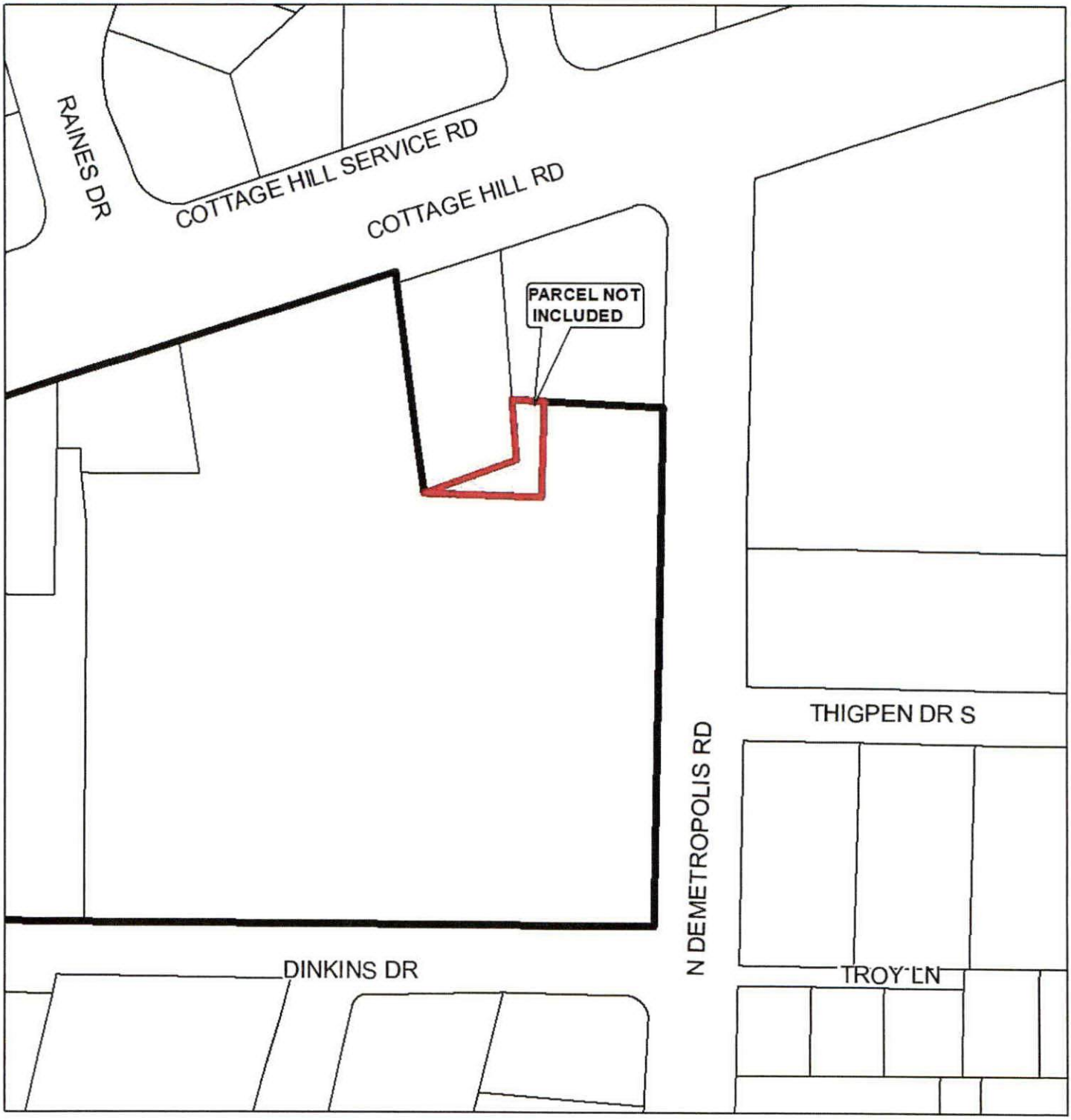
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE September 1, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT

Date: August 18, 2022

NAME	White-Spunner Realty
SUBDIVISION NAME	Cottage Village Shopping Center Subdivision
LOCATION	5015, 5017, 5019, 5021, 5029, 5033, 5039, 5043, 5049, 5051, 5055, 5121, & 5133 Cottage Hill Road, 2113 Demetropolis Road, and 2104 Garmons Lane (Southeast corner of Cottage Hill Road and Demetropolis Road, extending to the Northwest corner of North Demetropolis Road and Dinkins Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-1, Single-Family Residential District and B-2, Neighborhood Business District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	7 Lots / 14.0± Acres
CONTEMPLATED USE	Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	None provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

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. Correct the street name in the plat and vicinity map from "University Boulevard" to "Demetropolis Road".
C. Add a signature block for the Owner and Notary Public.
D. As shown on the 1984 aerial photo (FLIGHT 22 - #86) LOTS 1 through 5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 380,000 sf, LOT 2 – 23,000 sf, LOT 3 – 10,000 sf, LOT 4 – 15,000 sf, and LOT 5 – 38,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance 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.
F. Add a note that 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.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. The PUD Site Plan shows seven (7) LOTS and does not match the proposed subdivision plat. Revise and resubmit the PUD Site Plan and/or Plat.
2. 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 (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.

Rezoning:

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 (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 A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Redevelopment of the site with a C-Store raises concerns about the driveway on Cottage Hill Road nearest to the University Blvd intersection. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Site is limited to driveways as shown on the approved PUD plan with 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 Section 64-6 of the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create seven (7) legal lots of record from seven (7) metes-and-bounds parcels and three (3) legal lots of record; Planned Unit Development approval to amend a previously approved Planned Unit Development to allow multiple lots with shared access and parking; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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.

It should be noted that there is a land-locked parcel (R022808344002060.000, See Detail Site Plan #3), which is not owned by the applicant, and is not included in the applications in hand. It is suggested that the applications be heldover so that revised information can be submitted to include this land-locked parcel.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

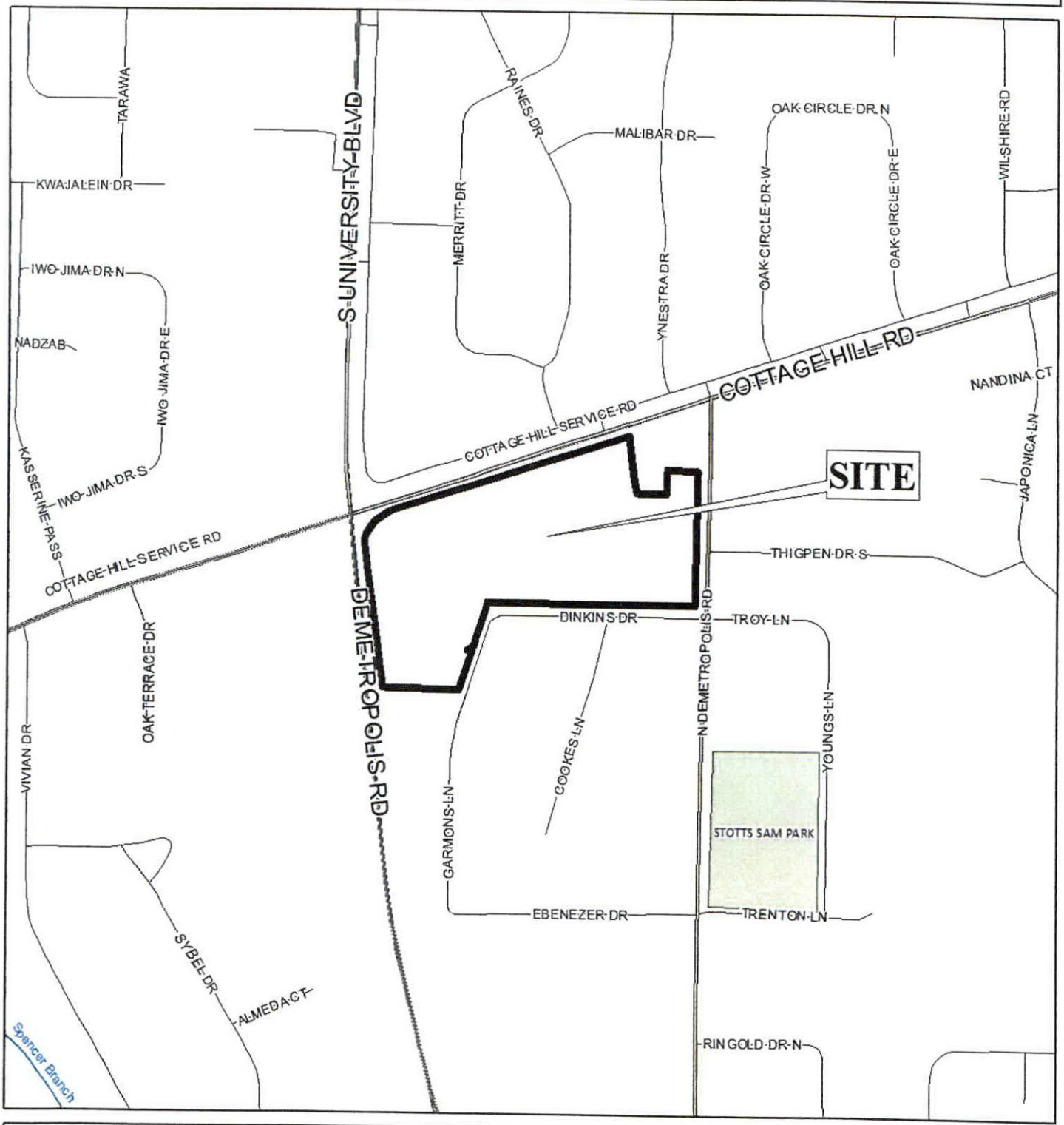
Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the September 15th meeting, with revisions due by August 31st to address the following:

1) Inclusion of the land-locked parcel, R022808344002060.000, including submittal of additional fees and labels, as appropriate.

LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

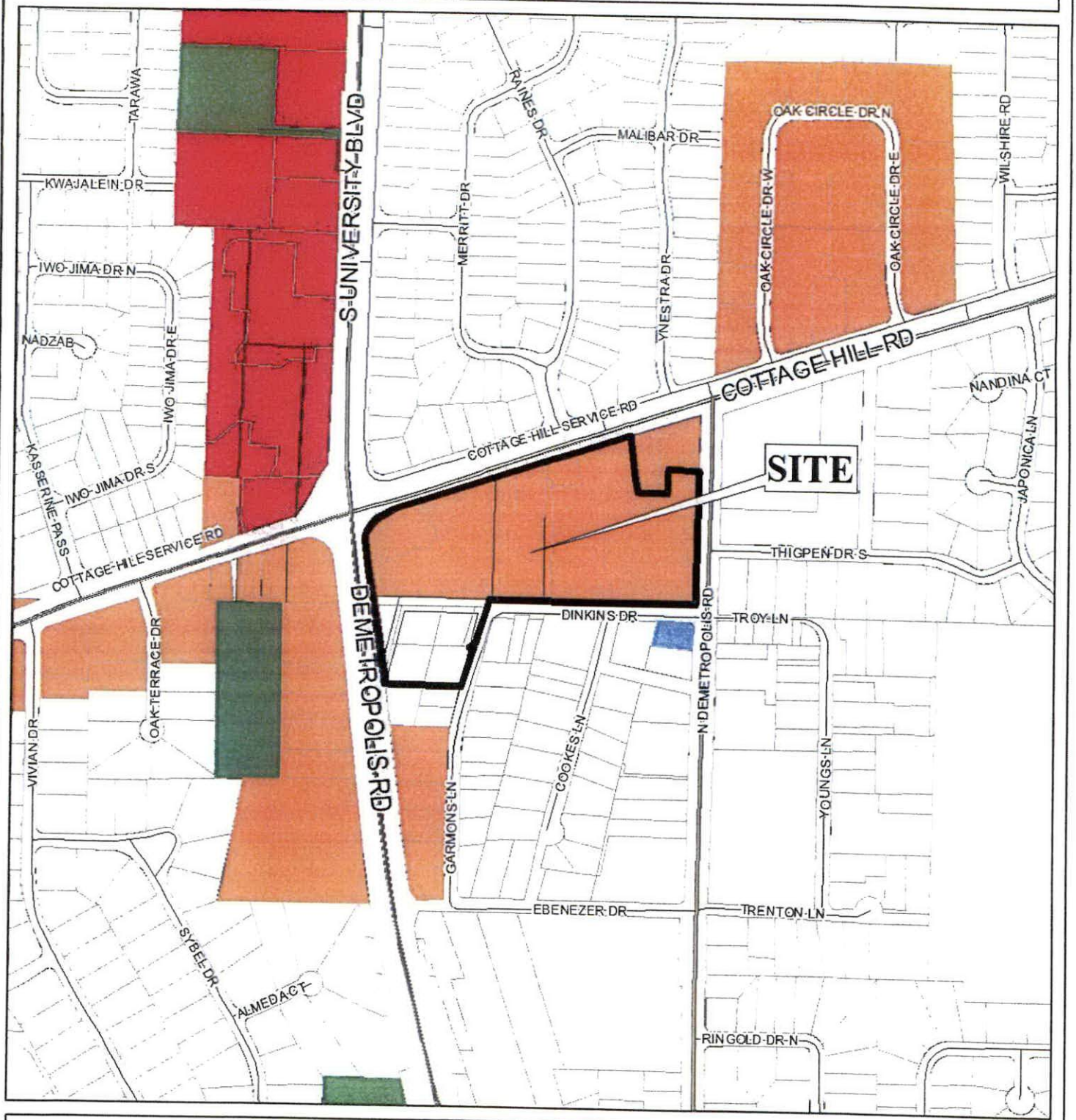
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE August 18, 2022

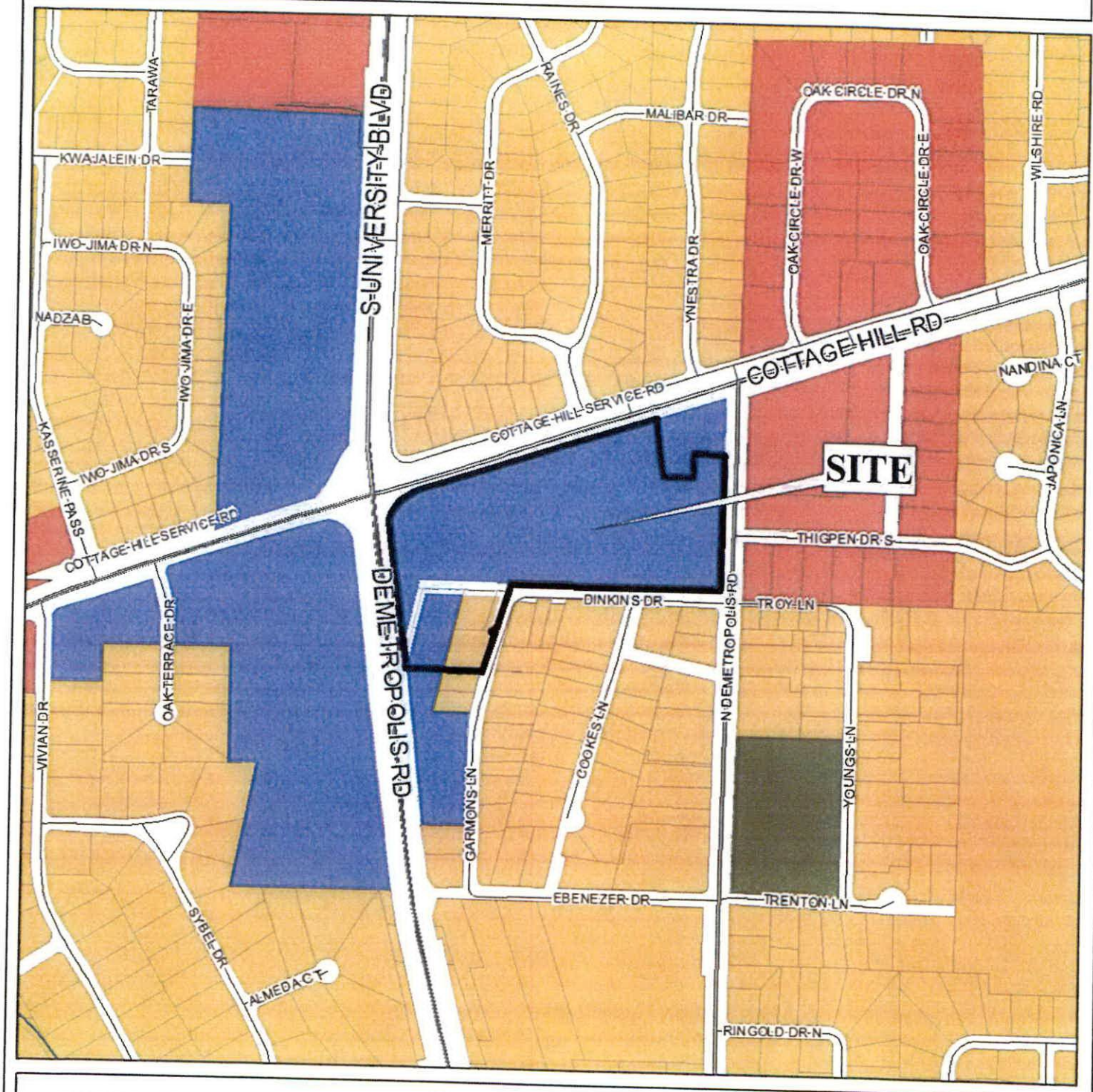
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

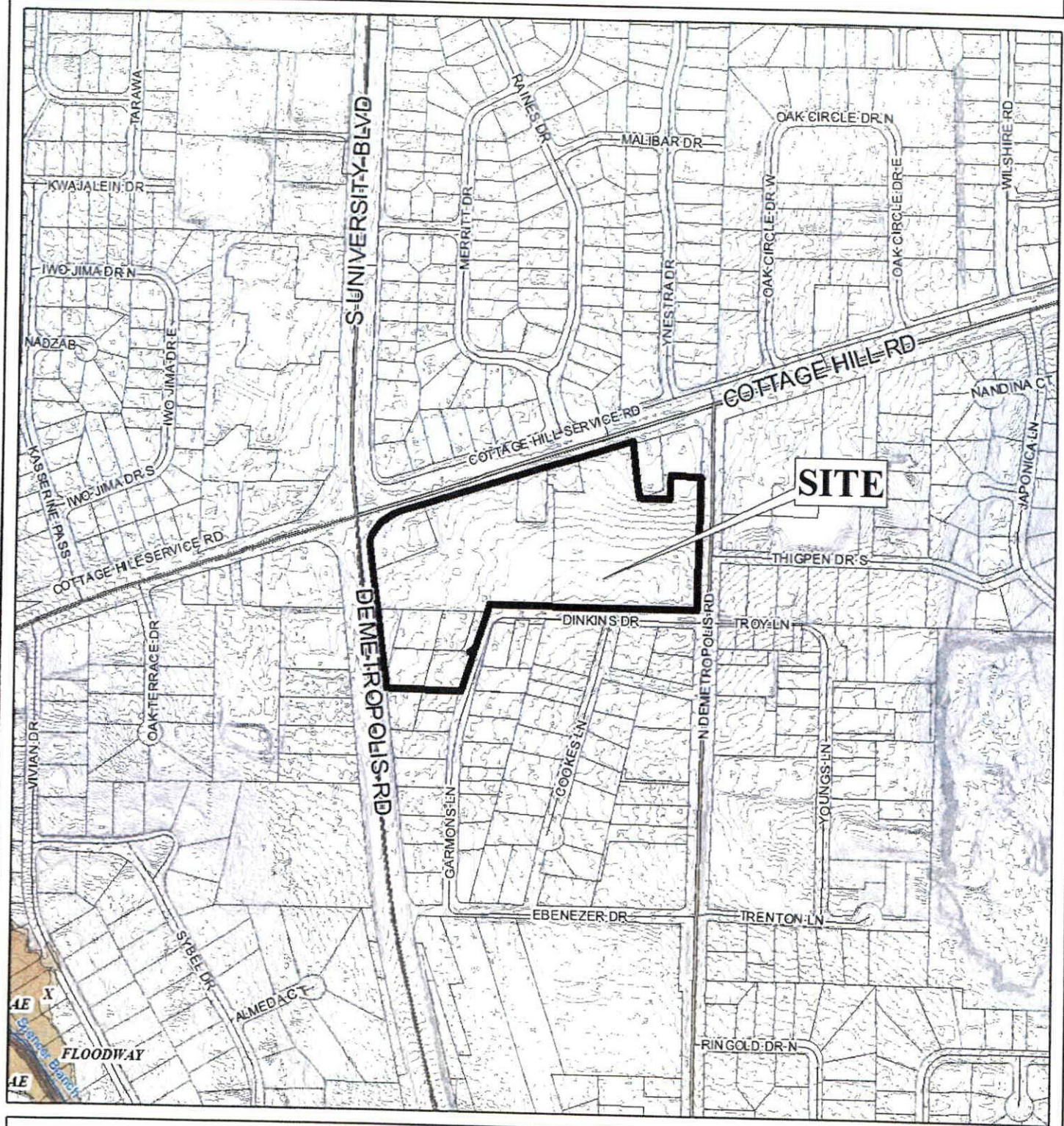
REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

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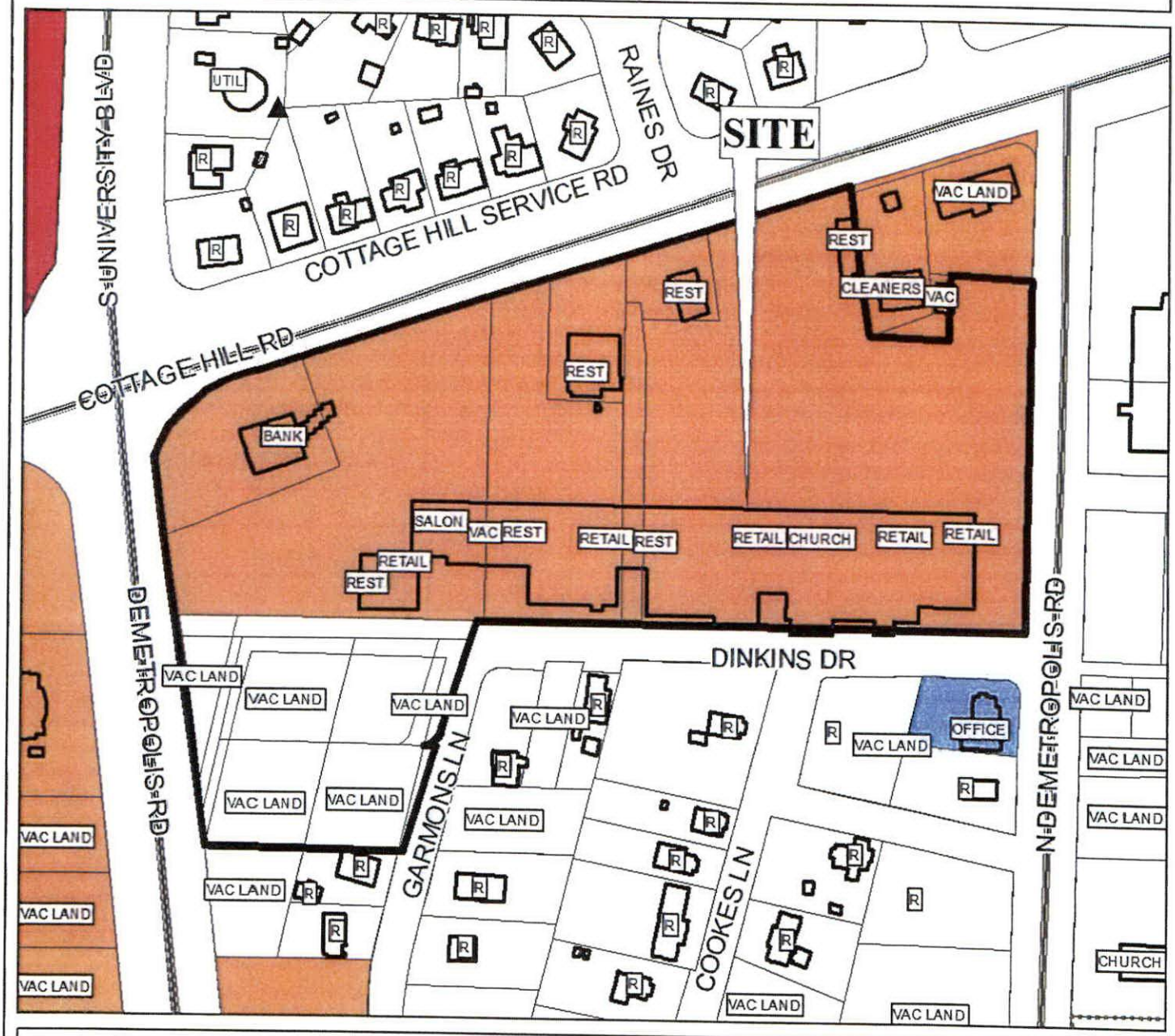
N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units to the north and south.

APPLICATION NUMBER 8 DATE August 18, 2022

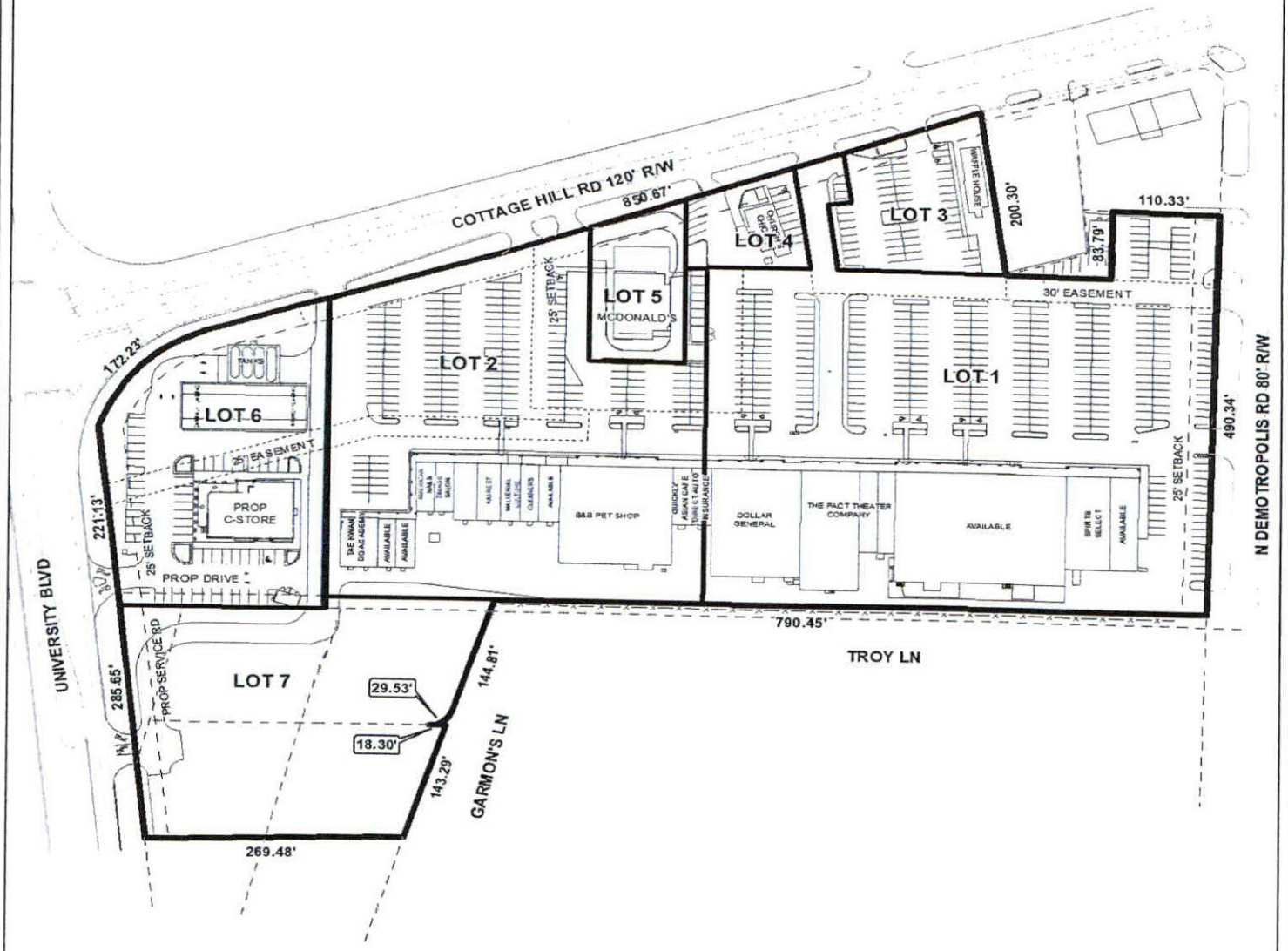
APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, proposed convenience store, setbacks, and easements.

APPLICATION NUMBER 8 DATE August 18, 2022

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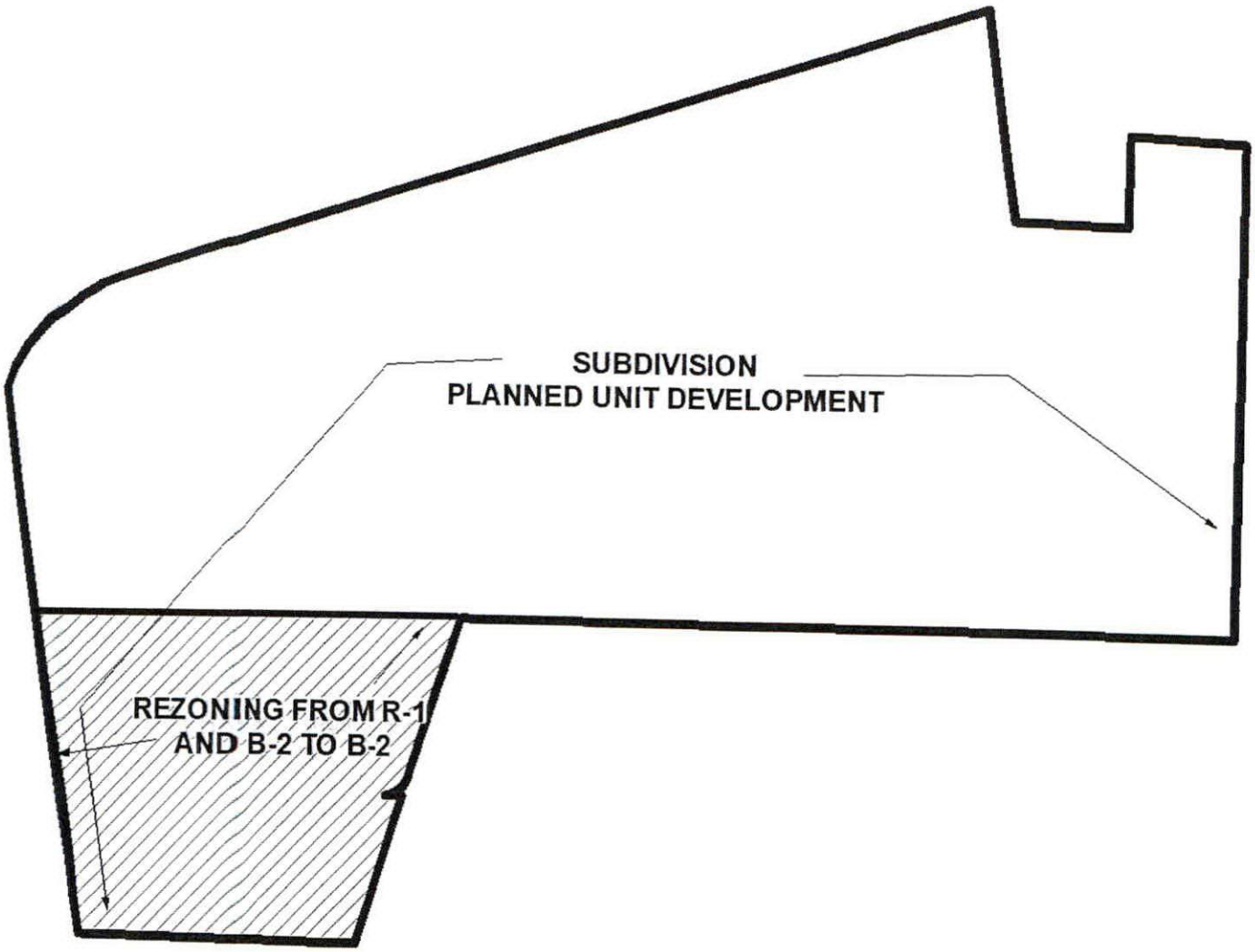
N

NTS

DETAIL SITE PLAN



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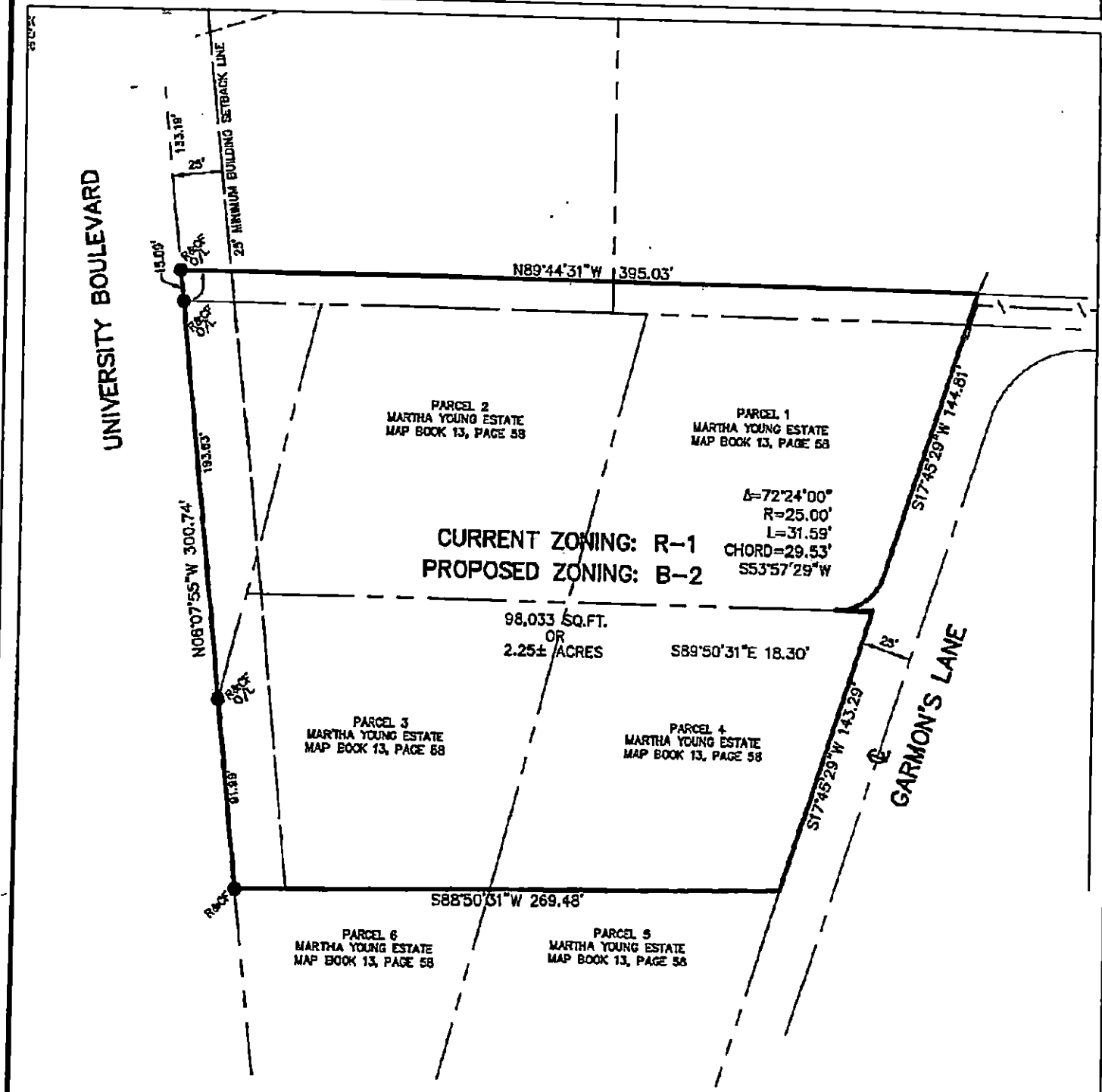

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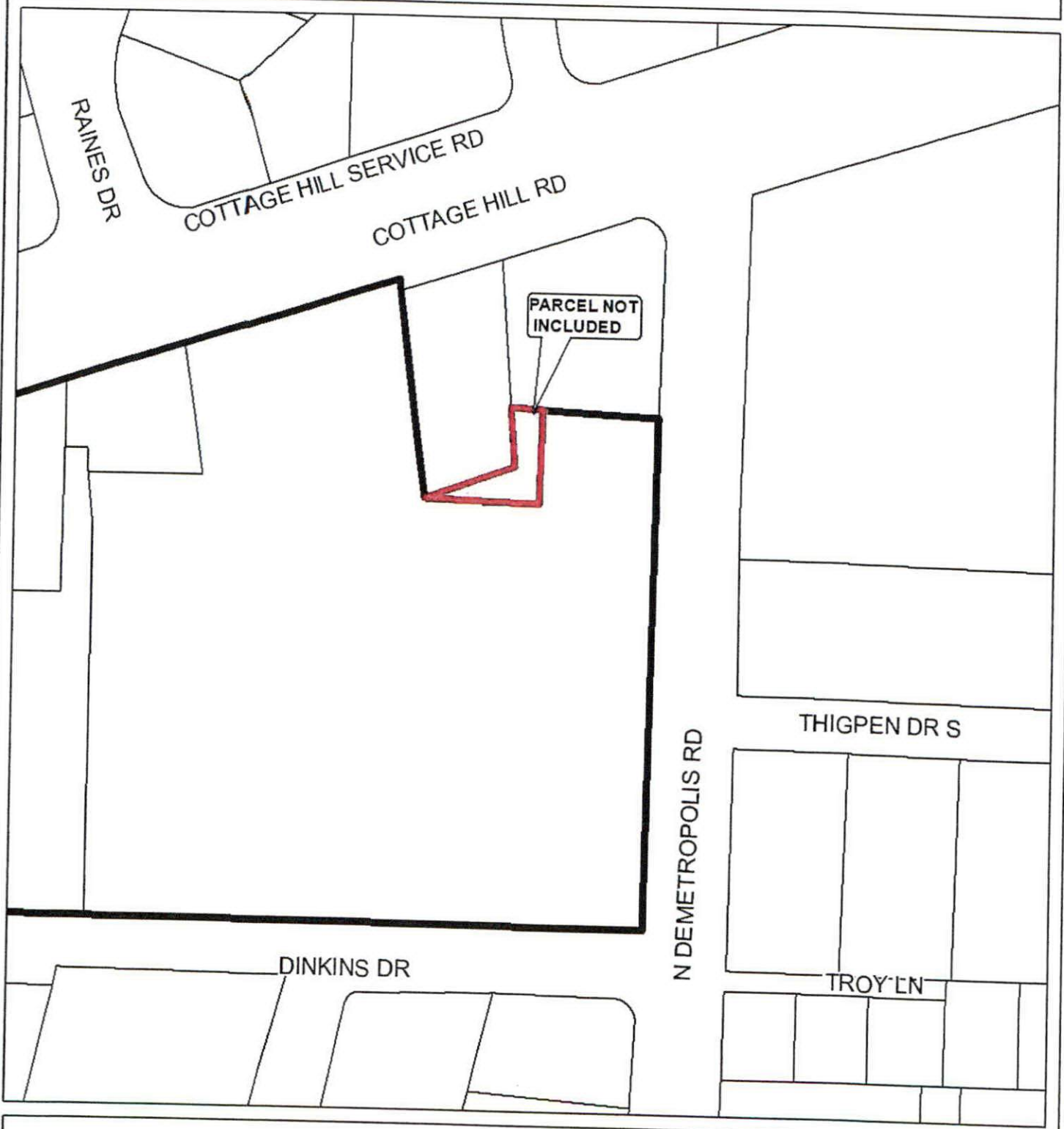


APPLICATION NUMBER 8 DATE August 18, 2022

APPLICANT Cottage Village Shopping Center Subdivision

REQUEST Subdivision, PUD, Rezoning from R-1 and B-2 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/13/2022

Funding Source

Project # 1005 Texas Street - ME-017-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1005 Texas Street	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/7/2022 - 12:20 PM
City Clerk	Gauthier, Lana	Approved	9/8/2022 - 11:57 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1005 TEXAS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1005 TEXAS STREET** described as:

COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118 FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N & PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 210.001

Last Assessed to: MASON WARREN W & SHIRLEY A

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 6, 2022

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1005 TEXAS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON WARREN W & SHIRLEY A** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 38 0 003 210.001
COUNCIL DISTRICT 2 – WILLIAM CAROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

Flood Zone

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1005 Texas Street

Property Details			
Parcel Key	1996996	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N Outlook/Contributing
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	Y
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	02-21-22	Comments	

Property Score			
Score	85	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-7-22

Voted 3-1-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/15/2022

Property Address: 1005 Texas Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

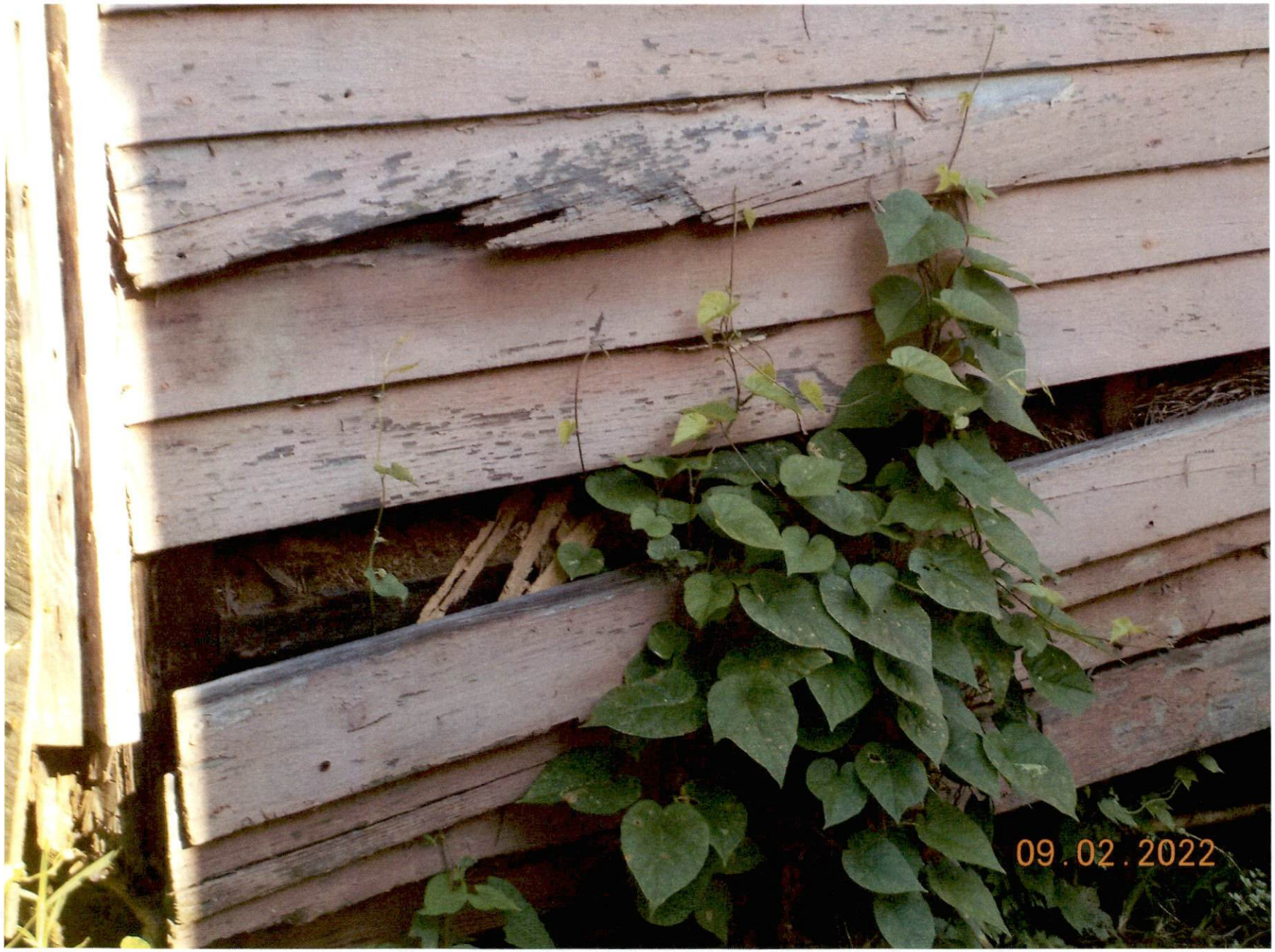
☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

09.02.2022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Affidavit of Mailed Notice

September 6, 2022

State of Alabama
County of Mobile

Subject Property – 1005 Texas Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Warren and Shirley Mason
1915 South Belle Court Drive
Mobile, Alabama 36605

July 21, 2022

RE: **1005 Texas Street**
Project Number: ME-017-22

Dear Warren and Shirley Mason:

On July 15, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1005 Texas Street.

I. **PROPERTY** The legal description of the Property is as follows:

COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118 FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N & PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 210.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **September 4, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 4, 2022,** provide the Code Official with a work plan to accomplish the repairs by **September 4, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 4, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on September 13, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1005 Texas Street ---UPDATE--- Date: July 12, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 2/27/2022

Per the Title Report, the owners are: Warren W. Mason and Shirley A. Mason

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Warren and Shirley Mason 1915 South Belle Court Drive Mobile, Alabama 36605	Fee Simple Owner Phone number 251-476-3485 Cell phone 251-458-4542
2 Warren and Shirley Mason 1005 Texas St. Mobile, AL 36604	Subject property

TAX STATUS: Paid

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Warren W. Mason & Shirley A. Mason, recorded in Probate Court on 6/22/18, instrument # 2018035505.

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/30/19, instrument # 2019057604.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/16/19, instrument # 20190574766.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 10/13/17, instrument # 2017058565.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 03/23/2022, instrument # 2022021410.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/20/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/20/2022 - 3:02 PM

A RESOLUTION APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY CAPITAL TRUST AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $438,231,000; RECOGNIZING THAT THE CITY OF MOBILE, ALABAMA IS NOT RESPONSIBLE FOR ISSUING THE MULTIFAMILY HOUSING REVENUE BONDS AND HAS NO FINANCIAL OBLIGATION TO PAY ANY PRINCIPAL OF OR INTEREST ON THE MULTIFAMILY HOUSING REVENUE BONDS; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

Sponsored by: Councilmember Scott Jones

WHEREAS, the City of Mobile, Alabama (the **"City"**) is a duly organized and validly existing municipal corporation under the laws and Constitution of the State of Alabama; and

WHEREAS, Capital Trust Authority (the **"Issuer"**) is a public agency of the State of Florida; and

WHEREAS, the Borrowers and the Sole Member, each as defined below, have asked the Issuer to issue tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $438,231,000 (the **"Bonds"**) for the purpose of providing funds to finance and/or refinance the Projects, as defined below, and the Issuer has granted such request; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), prior to their issuance, tax exempt bonds, such as the Bonds, issued by the Issuer in one or more series to finance and/or refinance the acquisition, renovation and equipping of residential rental facilities for individuals and families of low and moderate income located in the State of Alabama and the State of Florida, as more specifically identified on **Exhibit A** attached hereto (each a **"Project"** and collectively the **"Projects"**), which will be owned by the borrowers identified in **Exhibit A**, attached hereto (collectively, the **"Borrowers"**), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in Section 501(c)(3) of the Code (the **"Sole Member"**), must be approved by the applicable elected representative (as defined under Section 1.147(f)-I of the U.S. Treasury Regulations of the governmental unit within whose boundaries each Project is to be located; and

WHEREAS, AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company, and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (collectively, the **"Mobile, Alabama Borrowers"**), have requested that the City of Mobile, Alabama (the **"City"**) approve the financing and/or refinancing of the Inverness Lakes Project and the Lakeview at Cottage Hill Project described in **Exhibit A**, each of which is located within the corporate limits of Mobile, Alabama (collectively, the **"Mobile, Alabama Projects"**), and the issuance of the Bonds in order to satisfy the requirements of Section 147(f) of the Code.

WHEREAS, the Mobile, Alabama Borrowers have further represented to the City that the proceeds from the sale of the Bonds will be loaned to the Borrowers; and

WHEREAS, the Bonds will be payable solely from revenues of the Borrowers, and the City will have no obligation whatsoever for the payment of the Bonds and the Bonds will not constitute an indebtedness or an obligation of the City within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of the City; and

WHEREAS, as a prerequisite for the issuance of the Bonds by the Issuer, a public hearing was held by a representative of the Issuer on behalf of the City Council, as the governing body of the City, on October __, 2022 (the **"Hearing"**), after publication in the Mobile Press-Register on October __, 2022, at which members of the public were offered an opportunity to express their views with respect to the issuance of the Bonds, as described in the Public Hearing Officer Certificate, attached hereto as **Exhibit B.**

NOW, THEREFORE, BE IT RESOLVED by the City Council (the **"Council"**) of the City of Mobile, Alabama, as follows:

SECTION 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein. The Council has considered any views expressed, whether in writing or at the Hearing, prior to consideration of this Resolution.

SECTION 2. The City hereby approves the issuance of the Bonds in the maximum aggregate principal amount of $438,231,000 by the Issuer for financing and/or refinancing of the Projects, including the Mobile, Alabama Projects. It is the purpose and intent of the City that this Resolution constitutes approval by the City of Mobile, Alabama, for purposes of meeting the requirements of Section 147(f) of the Code of the issuance of the Bonds and the facilities to be financed and/or refinanced thereby and the City of Mobile, Alabama is one of the governmental unit(s) having jurisdiction over the area in which the Mobile, Alabama Projects are located.

SECTION 3. The City shall have no liabilities for the payment of the Bonds or for any undertaking with respect thereto nor shall any of its assets be pledged to payment of the Bonds.

SECTION 4. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) a pledge of the faith and credit of or by the City. Further, the fact that the City has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds, or (iii) a representation or warranty by the City concerning the validity of the Bonds.

SECTION 5. This Resolution shall become effective immediately, upon its passage.

EXHIBIT A

DESCRIPTION OF PROJECTS

Borrower Name	**Project Name**	**Number of Units**	**Project Address**	**Project Jurisdiction**
AHPC Verandas at Rocky Ridge 2021 LLC, a Delaware limited liability company	Verandas at Rocky Ridge	226	3741 Chestnut Ridge Lane, Birmingham, Alabama 35216	Birmingham, Alabama
AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company	Inverness Lakes*	498	6700 Cottage Hill Road, Mobile, Alabama 36695	Mobile, Alabama
AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company	Lakeview at Cottage Hill*		6550 Cottage Hill Road, Mobile, Alabama 36695	Mobile, Alabama
AHPC Kings Mill 2021 LLC, a Delaware limited liability company	Kings Mill	200	8917 North Davis Highway, Pensacola, Florida 32514	Pensacola, Florida
AHPC Crestview at Oakleigh 2021 LLC, a Delaware limited liability company	Crestview at Oakleigh	176	8990 North Davis Highway, Pensacola, Florida 32514	Pensacola, Florida
AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company	Crestview at Cordova	152	3500 Creighton Road, Pensacola, Florida 32504	Pensacola, Florida
AHPC Cordova Regency 2021 LLC, a Delaware limited liability company	Cordova Regency	213	4311 Bayou Boulevard, Pensacola, Florida 32503	Pensacola, Florida
AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company	Plantations at Pine Lake	224	1833 Halstead Boulevard, Tallahassee, Florida 32309	Tallahassee, Florida

*Operated together as a single Project.

Adopted:

_____
City Clerk

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE SECTION 147(f))

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of tax-exempt bonds by Capital Trust Authority (the **"Issuer"**), in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $438,231,000 (the **"Bonds"**).

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing that was telephonically in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A**.

2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Mobile, Alabama, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the projects to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this __ day of October, 2022.

By:_____
Hearing Officer

ATTACHMENT A
AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

[Attached.]

ATTACHMENT B
NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

[____]

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Schaefer Plastics North America LLC for residential trash carts for Public Services.

General fund.

Amount of Contract:

$47,287.69

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20221102 Schaefer Agenda Package POs	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1470	2023	(2090B) GARBAGE COLLECTION	793 96GAL RESIDENTIAL TRASH CONTAINERS (HGAC COPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$47,287.69	(297915) SCHAEFER PLASTICS NORTH AMERICA, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER HGAC CONTRACT #RCO1-21 AND YOUR QUOTE 023081-1 DATED 10/25/22			
001	TRASH CONTAINER, 96 GALLON, NESTABLE, BODY COLOR -SANDSTONE, LID COLOR BLACK -, BODY HOT STAMP ON BOTH SIDES (EXISTING) IN WHITE WITH CITY LOGO, WHEELS - 10 INCH SUNBURST, CUSTOMER SERIAL NUMBER HOT STAMPED ON FRONT OF CART BODY IN WHITE, 2/3 ASSEMBLED WITH LID (DOWN), STOP BAR AND AXLE COMPONENTS, 96 GALLON, UNIVERSAL NESTABLE CART NIPA.	793.00 EACH	57.33000	45462.69
	Additional Description Notes			
	VENDOR PROVIDING: 95Q000 - USD95Q 95 GALLON BAR CART: STANDARD COLOR BODY AND LIG (BODY- SANDSTONE, LID- BLACK) 10" PLASTIC WHEELS BODY HOT STAMP			
	CARTS ARE TO HAVE THE FOLLOWING : LID: ON SIDE FACING THE STREET TO HAVE THE WORDS “CITY SERVICES CALL 311”.			
	ON THE LID, BACK TOWARDS THE RESIDENT WILL BE THE WORDS “TO STREET” WITH 2 ARROWS POINTING TO THE STREET EITHER SIDE OF THE WORDS.			
	ALL WORDS AND ARROWS ON LID TO BE WHITE			

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	FRONT OF THE CART BODY TO HAVE THE WORDS “TO THE STREET” IN WHITE.			
	TO HAVE RFID CHIP IN HANDLE.			
	AS PER HGAC CONTRACT RCO1-21 YOUR QUOTE # 023081-1.			
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			45462.69
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	1825.00000	1825.00
	Vendor Item Inventory Item/Loc 14009			
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			1825.00

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 47287.69

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	47287.69	
SANITATION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	10/28/22	KINA ANDREWS	Auto approved by: 910520042
Approved	10/28/22	JAMES DELAPP	Auto approved by: 910520042
Approved	10/28/22	MARC VASSALLO	
Approved	11/01/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	11/01/22	DONALD ROSE	Auto approved by: 9105paij
Approved	11/01/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/01/22	KAREN NAMAN	Auto approved by: 9105paij

Bill To	Requisition 00001470-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 11/01/22 JOHN PAINE			
	Approved 11/01/22 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Schaefer Systems International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10021 Westlake Drive, Charlotte, NC 28273.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Schaefer Systems International, Inc.

Signature DocuSigned by: B7CC804FA0674FB...

Name Brett Belda

Title Vice President of Sales

Date 12/29/2020

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/4/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Schaefer Systems International, Inc.
Refuse and Recycling Containers & Lifters
Contract No.: RC01-21

H-GAC Product Code	Item Description	Offered Price	Minimum Qty
RC21A96	**Schaefer Systems International, Inc.** GMT120 32-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 52.25	100
RC21A97	**Schaefer Systems International, Inc** USD65M 65-gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 47.50	104
RC21A98	**Schaefer Systems International, Inc.** USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10" quick-release plastic wheels	$ 50.25	110
RC21A99	**Schaefer Systems International, Inc.** GMT240 64-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 56.25	110
RC21D65	**Schaefer Systems International, Inc.** GMT140 38-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 54.25	104
RC21D89	**Snyder Industries** 40 Gallon ECO-Tainer - 40 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic resin is a class 2 recyclable resin. Base can be weighted up to 75 lbs, (10) standard colors.	$ 450.00	6
RC21D90	**Snyder Industries** 58 Gallon ECO-Tainer - 58 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic is a class 2 recyclable plastic, Base can be weighted up to 75 lbs, (10) standard colors.	$ 575.00	6
RC21D91	**Snyder Industries** 200G - 200 gallon (0.992 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial container, side load application, molded-in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 200.00	10
RC21D92	**Snyder Industries** 300G - 300 gallon (1.485 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors	$ 225.00	10
RC21D93	**Snyder Industries** 450G - 450 gallon (2.228 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin,commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 300.00	10
RC21F37	**Schaefer Systems International, Inc.** USD35B 35 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 8" wheels.	$ 39.50	108
RC21F38	**Schaefer Systems International, Inc** USD65B 65 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" wheels.	$ 49.00	104
RC21F39	**Schaefer Systems International, Inc** USD95B 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 12" wheels.	$ 56.25	100
RC21F40	**Schaefer Systems International, Inc** USD65C 65-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 10" plastic wheels	$ 49.00	104
RC21F41	**Schaefer Systems International, Inc.** USD95C 95-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 12" plastic wheels	$ 56.25	105
RC21F42	**Schaefer Systems International, Inc** USD95M 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 50.25	105
RC21G105	**Schaefer Systems International, Inc.** GMT360 96-gallon capacity European-style refuse/recycling container, injection molded, 12" rubber wheels	$ 72.50	100

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RC21G106	**Snyder Industries** 70/30 Lid - fits on 200-300-450 Gallon Cans. Two piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts, front lid is single wall design, bi-lingual instructions molded into plastic. (10) standard colors.	$ 125.00	10
RC21G107	**Snyder Industries** 50/50 Lid - fits on 200-300-450 Gallon Cans. Three piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts. Front lids are double wall design. (10) Standard colors.	$ 165.00	10
RC21H127	**Schaefer Systems International, Inc.** USD35C 35-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 8" plastic wheels	$ 39.50	108
RC21H128	**Schaefer Systems International, Inc.** WISTAROne® Handheld RFID Reader	$ 875.00	1
RC21H129	**Schaefer Systems International, Inc.** WISTAROne® Service Verificaton Equipment - RFID Truck System w/ In-Cab Display - Per Truck Cost	$ 4,200.00	1
RC21H130	**Schaefer Systems International, Inc** WISTAROne® Monthly Data Subscription for Handheld Scanner &/or RFID Truck System (Minimum 1-Year Subscription)	$ 60.00	12 MONTHS
RC21H131	**Schaefer Systems International, Inc** WISTAROne® Asset Management Only Annual Subscription - 1-Year Subscription	$ 3,600.00	12 MONTHS

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Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, 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.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 50 sets of bunker gear for MFRD.
General fund.

Amount of Contract:

$147,400.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221102 Sunbelt Agenda Package POs	Cover Memo	11/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1293	2023	(1510) FIRE ADMISTRATION	50 SETS OF TURNOUT/BUNKER GEAR FOR MFRD (SEALED BID 5637)	$147,400.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001293-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL. AS PER MY BID 5637. Vendor Item Inventory Item/Loc 4267	50.00 EACH	1624.00000	81200.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0040 .CAPEQUIPMT. .			81200.00

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

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

002	FIRE TURNOUT/BUNKER PANT, HIGH WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORD	50.00 EACH	1324.00000	66200.00

Bill To	Requisition 00001293-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS. AS PER MY BID 5637. Vendor Item Inventory Item/Loc 4268			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0040 .CAPEQUIPMT. .			66200.00

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

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

Requisition Link

Requisition Total 147400.00

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

Account	Amount	Remaining Budget
E E0040 .CAPEQUIPMT. .	147400.00	77.21

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.		

Bill To	Requisition 00001293-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	00000				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)	147400.00	

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

Activity	Date	Clerk	Comment
Approved	10/25/22	JEREMY LAMI	Auto approved by: 910512538
Approved	10/25/22	BARRY GLISSON	Approved Per Chief Lami
Approved	10/25/22	JAMES FRANK	Auto approved by: 910512538
Approved	10/26/22	BRENDA RHODES	
Approved	10/26/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/26/22	RELYA MALLORY	Auto approved by: 910511034
Approved	10/26/22	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	10/26/22	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID 5637
FIRE BUNKER GEAR

	Georgia Fire	Sunbelt
Bunker Coat		$1,624.00
Bunker Pants	Bid as complete package	$1,324.00
Suspenders		$48.00
	$3,331.00	$2,996.00

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: sd Buyer: 006

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/10/2021	5637	Fire	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, January 13, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	FIRE SERVICE BUNKER GEAR					
Appx 0 to 300	Bunker Coat, Mobile Fire Rescue Department Specifications and NFPA Pamphlet 1971, 2013 revision. NFPA (FDNY) tri-color reflective trim, nomex radio pocket on left chest, 4" reflective sewn-on lime/yellow letters "MFRD" for back of coat, hanging letter patch at rear bottom for firefighter's name, as per the attached specifications. Item 4267 Make_____ Model_____					
Appx 0 to 300	Bunker Pants, Mobile Fire Rescue Specifications and NFPA Pamphlet 1971, 2013 revision. NFPA 1971 tri-color reflective trim as per the attached specifications. To be furnished with Padded Ripcord Adjustment "H" Style Suspenders, as per the attached specifications. Item 4268 Make_____ Model_____					
			TOTAL			

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3					
Appx 0 to 300	**OPTION:** Suspenders, Padded, Ripcord Adjustment "H" Style, as per the attached specifications. Item 4187 Make_____Model_____					
	OPTION: 2 weeks rush charge, cost per item_____					
	GENERAL INFORMATION Provide Literature and Specifications on bunker gear bid. Product or Brand names listed are to set the quality and functional levels for the Bunker Gear to be bought by the City of Mobile. The names of the products or materials are examples of the goal of what the City wants the product to do and provide for the safety of the employee. Your construction style and materials used may differ, but the actual safe function of the gear and the comfort of the user are important. Price of the above bunker gear to be firm for a one (1) year period from award of this Bid. At the option of the City of Mobile and the successful vendor, the award of this contract may be extended for an additional two (2) years, if pricing and terms remain the same. The City of Mobile reserves the right to request a sample of Bunker Pants or Bunker Coat made to Mobile Fire Department Specifications from the apparent low bidder prior to award to insure that item bid meets Mobile Fire Department Specifications. If requested, sample must be provided within 3 business days of request. The manufacturer shall have a repair process in place prior to opening of bid. Vendor may have a process, but it will need to be clearly defined and a proven process that works for major municipalities. Experience level and proof of repair will need to be verified by the Mobile Fire-Rescue Department in the evaluation process of the bid.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount_____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendor to provide training on cleaning process to City's contract vendor responsible for cleaning bunker gear.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

***State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.**

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

GENERAL SPECIFICATIONS
PROTECTIVE JACKET
FOR STRUCTURAL FIRE FIGHTING

Mobile Alabama Fire Dept

SCOPE

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

_____Comply _____Exception

The City has determined that these products listed meet the City's needs. Any manufacturer's reference is only descriptive of the type and quality the City desires to purchase. Bids for similar products of like quality will be considered if the bid is fully noted including brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meets the City's product and support needs.

OUTER SHELL MATERIAL - JACKETS

The **"PbiMax®"** or equal outer shell shall be manufactured by SAFETY COMPONENTS and constructed of 70/30 Pbi™ dominant Kevlar® with Kevlar® filament Comfort Twill weave. This outer shell fabric shall have an approximate weight of 7.0 oz. per square yard and must be treated with a durable water-repellent finish. Color of the garments shall be natural/gold.

_____Comply _____Exception

THERMAL INSULATING LINER - JACKET

The thermal liner shall be constructed of 6.8 oz. per square yard Safety Components **GLIDE ICE™ with PBI® G2** or equal; two layers of 20%Pbi/80% DuPont™ Aramid aperture spunlace quilt stitched to a to a 60% Nomex® Filament/40% Nomex®/Lenzing spun yarn Face Cloth. An approximate 7 inch by 9-inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut Neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

_____Comply _____Exception

MOISTURE BARRIER - JACKETS

The moisture barrier material shall be STEDFAST **"STEDAIR® GOLD"** or equal ePTFE moisture barrier is engineered using an 80% Nomex®/20% Pbi® pajama check substrate and BHA Technologies ePTFE membrane. The Stedair bicomponent ePTFE membrane is a combination of microporous and monolithic technologies. The moisture barrier material shall meet all moisture barrier

requirements of NFPA 1971 edition, which includes water penetration resistance, viral penetration resistance and common chemical penetration resistance. The moisture barrier shall be sewn to the thermal liner at the edges only and bound with bias-cut neoprene-coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

_____Comply _____Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____Comply _____Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Are-Shield® snap fasteners at each shell sleeve end. There shall be one Ara-shield® snap tab in the liner in addition to snap fasteners to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

_____Comply _____Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____Comply _____Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams, major B structural liner seams and shall have a minimum of 8 to 10 stitches per inch. All Major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____Comply _____Exception

JACKET CONSTRUCTION

BODY

The body of the shell and AXTION® or equal liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

_____Comply _____Exception

SIZING

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure

27 inches in the front/31 inches long in the back. (women's)
29 inches in the front/33 inches long in the back. (standard)
32 inches in the front/36 inches long in the back.
35 inches in the front/39 inches long in the back.

The jacket shall be available in male and female patterns in even size chest measurements of two-inch increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

_____Comply _____Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____Comply _____Exception

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening at the leading edges of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

_____Comply _____Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row_____reading: M F R D
Each jacket shall have an option for either 2 inch or 3-inch lime/yellow 3M Scotchlite™ lettering on a hanging letter patch reading: Firefighter Name

_____Comply _____Exception

LETTER PATCH

Hanging Letter Patch

The Hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook and loop fastener tape.

_____Comply _____Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of a moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of ⅝ inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of ⅝ inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self material fabric hanger loop shall be sewn at the top of collar.

The throat tab shall consist of a minimum 4-layer construction and it shall be of be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to each end of the throat tab and a 1 inch by 3-inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

_____Comply _____Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of a moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾ inch beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

_____Comply _____Exception

STORM FLAP

A rectangular storm flap measuring approximately 3¼ inches (6 inches for hook and dee inside/FR hook and loop fastener tape outside closure; aka #7C) wide and a minimum of 21 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right-side body panel and shall be reinforced at the top and bottom with backtacks.

_____Comply _____Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20-inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts.

The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____Comply _____Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have an 8-inch-wide by 8-inch-high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate drainage of water. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

_____Comply _____Exception

AXTION® SLEEVES

The sleeves shall be of two-piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stovepipe nor raglan-style sleeve designs will be considered acceptable.

_____Comply _____Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with black suede leather. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an

additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____Comply _____Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **Nomex® hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____Comply _____Exception

LINER SHOULDER THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, and 5 inches to the front, 2 inches to the back of the shoulder cap. The shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

THERMAL FULL UPPER PADDING

An additional layer of **GLIDE™ ICE with PBI G2** thermal liner material shall be used to increase thermal insulation in the upper back, front, shoulders, and upper arm areas of the liner system. This thermal enhancement layer shall consist of five pieces, one on the upper back, one on the top of each shoulder extending down the front and one on each upper arm to provide greater CCHR protection in these high compression areas. The upper back, front, shoulder, and upper arm thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the

liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Thermal scraps shall not be substituted for full-cut fabric padding.

_____Comply _____Exception

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and approximately ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A 1½ inch by 3-inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3-inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 2.5 inches wide by 7 inches high and shall be installed on the left chest.

_____Comply _____Exception

NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the both sides for a dual antenna notch.

_____Comply _____Exception

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1-inch x 3 inches. The microphone strap shall be mounted high on the left chest near the collar, and a second strap placed high on the right chest near the collar. Both shall be constructed of double layer outer shell material.

_____Comply _____Exception

FLASHLIGHT RETAINER STRAP

The jackets shall be equipped with a flashlight retainer strap. A double thickness strap of outer shell material measuring approximately 1 inch by 12 inches, shall be double stitched to the jacket in the middle of the strap. 1 inch by 4-inch flame resistant hook and loop fastener tape shall be attached to the loose ends of the strap so that they may be joined around the flashlight. There shall be two of the flashlight

retainer straps installed on the jacket. One flashlight retainer strap shall be located on the right chest. A second strap shall be located on the right chest, 4 inches below the mic strap.

_____Comply _____Exception

PANT CONSTRUCTION

SIZING

In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender: Gender specific Men's and Women's patterns
Waist: Even sizes
Body Shape: Men's Regular, Relaxed and Slim
Relaxed is a fuller cut in the hips and thighs, like relaxed jeans.
Slim is a slenderer cut in the hips and thigh, like straight fit jeans.
Women's
Inseam: Even sizes

Pants available in only one or two standard shapes will not be acceptable.

_____Comply _____Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____Comply _____Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR PANTS

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____Comply _____Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____Comply _____Exception

BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. In addition to the four body panels, there shall be a seamless, one-piece crotch gusset. The one-piece gusset allows for less bulk, comfort and more freedom of movement in this high stress area. The body panels, seam lengths and crotch gusset shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

_____Comply _____Exception

CONTOURED SADDLE

The rise of the rear pant center back seam, including gusset, from the top back of the waistband to where it intersects the inside leg seams at the crotch shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added length in the seat for mobility without restriction when stepping up, kneeling, or crawling and maintains proper alignment of the knee, without twisting, directly over the kneepads when kneeling and crawling.

_____Comply _____Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer

without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

_____Comply _____Exception

ELASTICIZED WAISTBAND

The pant design facilitates the transfer of the weight of the pant to the hips instead of shoulders and suspenders. The two-rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waist insert, running from the side seam towards the back of the trouser for an approximate distance of 4 inches. The rear elasticized waist inserts shall be integral to the shell of the pant and the elasticized portions shall be covered by the outer shell fabric of the pant.

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias will not provide the same amount of stretch to the garment and shall be considered unacceptable.

_____Comply _____Exception

EXTERNAL / INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ¾ inches wide, with a length graded to size based on waist measurement and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR loop fastener tape quadruple stitched full length along the shell material only; stitching shall not penetrate the moisture barrier insert between the two shell fabric layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

_____Comply _____Exception

CLOSURE

Full Black Belt with Wide Belt Loops

Each pant shall include an approximate 2-inch-wide belt constructed of aramid webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing. The pants shall be equipped with a series of black aramid material belt loops spaced around the waist to accommodate the aramid belt.

There shall be three large loops measuring approximately 4 inches high by 4 1/4 inches long and two smaller loops measuring approximately 1/2-inch-wide by 3 1/2 inches long. Two of the large belt loops shall be placed on each side of the front of the pant and third on the rear of the waist, centered over the rear seam. The two smaller loops shall be placed on the rear of the pant, behind the side seams.

_____Comply _____Exception

ARTICULATED KNEE

The outer shell of the pant legs shall be constructed with horizontal pleats in the knee area with corresponding darts in the liner. In order to provide increased freedom of movement and maximum flexibility, extra material is built into the knee area and this additional fullness is contained by stitching down the pleats on the inside of the shell. The knee reinforcement shall be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side) and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow

added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____Comply _____Exception

OPTIONAL ESCAPE BELT

The pant shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services. The Escape belt shall be comprised of Kevlar® webbing with a hook and an adjustable D-ring closure, graded for the waist size of the pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems.

_____Comply _____Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

CATHEDRAL KNEE REINFORCEMENTS

The knee area shall be reinforced with black suede leather. The cathedral shaped knee reinforcement shall be centered on the leg to ensure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure a minimum of approximately 7 inches wide by 12 inches high at the highest point and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The articulated cathedral knee reinforcement shall be cut and stitched to the shell in such a way that there shall be an arch at the top of the reinforcement, tapering down the sides of the reinforcement with a squared off bottom. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable.

_____Comply _____Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of **Silizone®** foam, sandwiched between the thermal liner and moisture barrier. The placement of Silizone® padding on the thermal versus the shell reduces bulk in the shell and serves to protect the padding from abrasion and other wear issues

that the outer shell is subject to. Pants with Silizone® knee padding on the shell as opposed to on the liner, do not provide the same level of bulk reduction and abrasion resistance and are not recommended.

_____Comply _____Exception

EXPANSION (BELLOWS) POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the out-seam above the knee and positioned to provide accessibility. *The left expansion pocket shall be reinforced with an additional layer of Kevlar twill material on the inside forming a full pouch. The right expansion pocket shall be reinforced with a Kevlar® twill material on the inside covering the full back of the pocket.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Pocket flaps shall have vertical 3 inch lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center).

_____Comply _____Exception

EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with black suede leather.

_____Comply _____Exception

6 PACK TOOL COMPARTMENT FOR 2X10X10POCKETS

A tool pocket constructed of Kevlar® material and measuring approximately 8 inches high by 9 ½ inches wide will be installed on the inside of the right 2 inch by 10 inch by 10 inch pocket with double stitching. The front compartments shall measure approximately 6 ½ inches high and the rear compartments shall measure approximately 7 ½ inches high. Two separate rows of stitching will divide the tool pocket into six compartments, three in front and three in back. Each compartment shall measure a minimum of 2 ¾ inches wide and set side-by-side.

_____Comply _____Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with black suede leather. The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____Comply _____Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2-inch-wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2-inch-wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9-inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

The suspenders shall have red/orange triple trim.

_____Comply _____Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

_____Comply _____Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.

_____Comply _____Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information.

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification
number Date of manufacture
Size

_____Comply _____Exception

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

_____Comply _____Exception

WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____Comply _____Exception

HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

_____Comply _____Exception

SIZING BY VENDOR

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

_____Comply _____Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pant and boots.

_____Comply _____Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide

a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

_____Comply _____Exception

PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

_____Comply _____Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

_____Comply _____Exception

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

MOBILE
ALABAMA

PURCHASING DEPARTMENT

Potential vendors are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the VENDOR to check for, download, and include with their PROPOSAL any and all ADDENDUMS that are issued for a specific REQUEST FOR PROPOSAL published by the City of Mobile. Failure to download and include ADDENDUMS in your PROPOSAL may cause your proposal to be rejected.

This is a sealed proposal. Any responses faxed or e-mailed will be rejected.

This is a sealed proposal. Any response must be submitted in a sealed envelope with the proposal number and opening date on the outside of the envelope.

Any response that arrives improperly marked or with no proposal number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the vendor to insure that their response is delivered to and received in the Purchasing Department before the date and time of the opening.

Be sure to read the Terms and Conditions.

Be sure to sign your proposal!

Package/Proposal Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for managed network threat protection equipment and one-year support subscription.
General fund.

Amount of Contract:

$19,593.90

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221103 Eco Agenda Package POs	Cover Memo	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
726	2023	(5000) INFORMATION TECHNOLOGY	MANAGED NETWORK THREAT PROTECTION EQUIPMENT AND ONE-YEAR SUPPORT SUBSCRIPTION (SEALED BID 5637)	$19,593.90	(298062) IT VENDOR

Adopted:

_____

City Clerk

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
–

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER BUYBOARD CONTRACT # SEND PO TO: .COM			
001	Monthly Managed Threat Protection & Support	12.00 EACH	1198.00000	14376.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			14376.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	A cloud-based single pane of glass to manage all your feeds, events, support tickets, and devices. Review	12.00 EACH	20.00000	240.00

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	alerts, update feeds, and reference tickets without the need to access each individual .			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			240.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Advanced - Security Platform Implementation & Training Equipment remains property of .	2.00 EACH	2399.00000	4798.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			4798.00

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	FREIGHT	2.00 EACH	89.95200	179.90
	Vendor Item Inventory Item/Loc 14009			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			179.90
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00000726-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 4

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Tel#

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	298062	10/14/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 19593.90

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	19593.90	1839785.28
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	10/13/22	MARK PEARSON	Auto approved by: 91057606
Approved	10/13/22	SCOTT KEARNEY	
Approved	11/03/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	11/03/22	DONALD ROSE	Approved by: 9105fola
Approved	11/03/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	11/03/22	KAREN NAMAN	Auto approved by: 910516727
Approved	11/03/22	JOHN PAINE	Auto approved by: 910516727
Approved	11/03/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing BuyBoard, 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.* Further, 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.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Robert Holt, Finance Director

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $4,900,000 from unassigned fund balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project Cruise Terminal-New Gangway for the purchase and installation of a new gangway.

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution-New Gangway	Cover Memo	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	11/3/2022 - 1:05 PM
Budget	Holt, Robert	Approved	11/3/2022 - 1:10 PM
Legal	Kern, Chris	Approved	11/3/2022 - 1:44 PM
Legal	Kern, Chris	Approved	11/3/2022 - 1:53 PM
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:32 PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $4,900,000.00 be transferred from unassigned fund balance in the General Fund, (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project Cruise Terminal-New Gangway.

These funds will be used for the purchase and installation of a new gangway.

Adopted: _____

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Submitted by Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

To accept change order# 2 with John G. Walton Construction Company Inc., increasing the original contract by $125,526.75.

Amount of Contract:

$5,704,404.52 (with increase)

Funding Source

Project # C0323 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**3397

Budget Amendment **REDUCE** **INCREASE** $125,526.75

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	10/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/31/2022 - 11:22 AM
Capital	Rhodes, Brenda	Approved	10/31/2022 - 3:38 PM
Legal	Kern, Chris	Approved	11/3/2022 - 11:56 AM
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:31 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 10/31/2022

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: John G. Walton Construction Company Inc.

DISTRICT#: Select Item. #2

DEPT. PROJECT#: 2018-3005-18

REQUEST: Please Add Select option. $125,526.75 from Capital Project#/Title: C#323 Texas Street Rehabilitation (Ann Street to Broad Street) to contract# 3397.

Total amount of Change Order: $125,526.75

Current contract amount: $5,578,877.77

Revised contract amount: $5,704,404.52

Comments: Needs Additional Services

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No. 2 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part herof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company:	John G. Walton Construction Company, Inc.
Project Name:	Texas Street Rehabilitation (Ann Street to Broad Street) COM Project No. 2018-3005-18 Change Order No. 2
Estimated Cost:	$125,526.75 (Add)

Adopted:

_____

City Clerk

CHANGE ORDER NUMBER 2 DATE 9-27-2022

PROJECT NAME Texas Street Rehabilitation (Ann Street to Broad Street)

PROJECT NUMBER 2018-3005-18

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated August 25, 2021.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Over Run Items	Attachment "A"	$	64,015.20
Under Run Items	Attachment "B"	$	-53,548.00
Additional Items	Attachment "C"	$	115,059.55

Original Contract Price	$ 5,578,877.77
Net total of Previous Change Orders	$ 00.00
Previous Revised Contract	$ 5,578,877.77
THIS CHANGE ORDER NUMBER 2 (Add)	$ 125,526.75
Revised Contract Price this Date	$ 5,704,404.52

Extension of time resulting from this change order 22 working days

BY:

Mayor

ATTEST:

City Clerk

Public Works Deputy Director

Approved By:

McCrory & Williams, Inc.

Accepted By:

John D Walton

Owner/President

ATTEST:

Witness/Secretary

9/30/2022

Date

ATTACHMENT "A"
CHANGE ORDER NO. 2
OVER RUN ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: TEXAS STREET REHABILITATION
Project No. 2018-3005-18

			ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		OVER RUNS	
ITEM NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
430-B	AGGREGATE SURFACING	TON	180	62.76	$ 11,296.80	1200.00	$75,312.00	1,020.00	$64,015.20
	TOTALS				**$11,296.80**		**$75,312.00**		**$64,015.20**

TOTAL OVER RUNS FOR CHANGE ORDER NO. 2 = $64,015.20

ENGINEER: _____

CONTRACTOR: John D Walton

ATTACHMENT "B"
CHANGE ORDER NO. 2
UNDER RUNS/DELETED ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: TEXAS STREET REHABILITATION
Project No. 2018-3005-18

			ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		UNDER RUNS	
ITEM NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
SS-1A	LATERAL LINING (<5')	EA	10	2,382.80	$ 23,828.00	0	$0.00	10	$23,828.00
SS-1C	LATERAL POINT REPAIRS (PVC)	EA	8	2,737.00	$ 21,896.00	0	$0.00	8	$21,896.00
SS-CO-1	ITEMS OF SIMILAR NATURE (SEWER) - SEWER LATERAL REPAIR USING DUCTILE IRON PIPE	EA	2	3,912.00	$ 7,824.00	0	$0.00	2	$7,824.00
	TOTALS				**$53,548.00**		**$0.00**		**$53,548.00**

TOTAL UNDER RUNS/DELETED ITEMS FOR CHANGE ORDER NO. 2 = $53,548.00

ENGINEER: _____

CONTRACTOR: John D Walton

ATTACHMENT "C"
CHANGE ORDER NO. 2
ADDED ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: TEXAS STREET REHABILITATION
Project No. 2018-3005-18

			ADDED CONTRACT ITEMS		
ITEM NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total
SS-1C	PVC LATERAL REPAIR	EA	8	5,950.00	$ 47,600.00
SS-1F	DUCTILE IRON LATERAL REPAIR	EA	2	7,500.00	$ 15,000.00
621-A2	RESOLUTION BOXES	LS	1	52,459.55	$ 52,459.55
	TOTALS				$115,059.55

TOTAL ADDED ITEMS FOR CHANGE ORDER NO. 2 = $115,059.55

ENGINEER: _____

CONTRACTOR: _____

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Texas Street Rehabilitation (Ann Street to Broad Street)

PROJECT NUMBER: Project # 2018-3005-18

The attached change order number 2 to contract with John G. Walton Construction Co., Inc.

dated August 25, 2021 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Others _____

_____

_____

Remarks:

_____

_____
Engineer or Consultant

_____
Public Works Deputy Director

McCrory Williams
INCORPORATED
Engineers Surveyors

October 21, 2022

City of Mobile
Office of City Engineer
Post Office Box 1827
Mobile, Alabama 36633-1827

Attention: Nick Amberger, P.E.

RE: Texas Street Rehabilitation
Project # 2018-3005-18

Dear Mr. Amberger:

We are submitting the Change Order #2 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address unforeseen conditions along Texas Street. Existing sewer laterals were encountered laying the new storm drain trunk line from Broad Street to Chatham Street. The laterals could not be avoided, needed replacement and resolution boxes constructed.

The additional 430-B Aggregate Surfacing is needed to keep homeowners access to their property at all times for all of the different stages of work. The first being the removal of the asphalt and concrete roadway pavement. The aggregate surfacing is used to armor the exposed material within the roadway allowing property owners unabated access.

Enclosed is the supporting documentation for Change Order Number 2. We are requesting your review and approval.

The change order method is being used rather than competitive bids for four reasons. The competitive bid method would be more expensive, more time consuming, possibly cause non uniform or inconsistent work and is not practical given the schedule.

We recommend approval of the Change Order 2 because it is in the best interest of the City of Mobile and the safety of the traveling public. The prices for the additional items of work were negotiated with the contractor. The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market.

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

McCrory Williams
INCORPORATED

This change order includes a contract time extension of 1 day per each lateral replacement, equaling 10 days for the lateral work and 12 days for the contract increase, for a total of 22 working days.

Sincerely,

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

Enclosure

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Jennifer Greene, Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Change Order No. 4 executes a change to the contract between the City of Mobile and John G. Walton Construction Company, Inc., for the TIGER 2016 Project Phase One-Two-Broad St. Project, COM Project No. 2018-3005-01, Resolution (21-693), as adopted on July 30, 2019. The purpose of the change order is for unforeseen conflicts that have occurred throughout the course of the project. Items included herein have been reviewed by the contractor, City of Mobile and ALDOT that includes force account packages, over runs, under runs, and work that addresses all required design changes and conflicts on the project. The current contract amount of $16,666,116.02 will increase by $2,008,451.45, for a new contract sum of $18,674,567.47. The current contract time of 622 days will remain the same.

Amount of Contract:

16,666,116.02

Effective Date of Contract:

7/30/2019

Funding Source

Project # TIGER 2016 Project Phase One-Two Broad Street 2018-3005-01

Discretionary Funds N/A

Project String G-TIGER16.BASEPHASE.CONSTRUCTN.OTHERCITY

Contract Number:2018-3005-01

Budget Amendment **REDUCE** N/A **INCREASE** 2,008,451.45

Grant Funds $0

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date

Cover Letter	Cover Memo	11/3/2022
Resolution	Resolution Letter	11/3/2022
Justification	Backup Material	11/3/2022
Change Order	Backup Material	11/3/2022
Attachment A	Backup Material	11/3/2022
Attachment B	Backup Material	11/3/2022
Attachment C	Backup Material	11/3/2022
Attachment D	Backup Material	11/3/2022
Attachment E	Backup Material	11/3/2022
Attachment F	Backup Material	11/3/2022
cover letter	Cover Memo	11/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	11/3/2022 - 3:38 PM
Accounting	Christian, Rebecca	Approved	11/3/2022 - 3:47 PM
Legal	Kern, Chris	Approved	11/3/2022 - 3:59 PM
Legal	Monteiro, Cherlina	Approved	11/3/2022 - 5:13 PM
Mayors Office	Barber, James	Approved	11/3/2022 - 5:19 PM

November 3, 2022

To Whom It May Concern:

The attached Change Order No. 4 executes a change to the contract between the City of Mobile and John G. Walton Construction Company, Inc., for the TIGER 2016 Project Phase One-Two-Broad St. Project, COM Project No. 2018-3005-01, Resolution (21-693), as adopted on July 30, 2019.

The purpose of the change order is for unforeseen conflicts that have occurred throughout the course of the project. Items included herein have been reviewed by the contractor, City of Mobile and ALDOT that includes force account packages, over runs, under runs, and work that addresses all required design changes and conflicts on the project. The current contract amount of $16,666,116.02 will increase by $2,008,451.45, for a new contract sum of $18,674,567.47.

The current contract time of 622 days will remain the same.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Cody Reed, P.E.
Project Manager, Programs and Project Management
Public Works

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No. 4 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company: John G. Walton Construction Co., Inc.

Project Name: TIGER 2016 Project Phase One-Two
Broad Street (US-90) from Canal Street to Dr. Martin Luther King Jr. Avenue and
Beauregard Street (SR-16) from Dr. Martin Luther King Jr. Avenue to Lawrence St
Street

COM Project No. 2018-3005-01
Change Order No. 4

Estimated Cost: $2,008,451.45 (Increase)

Adopted:

_____

City Clerk

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	TIGER 2016 Project Phase One-Two – Broad Street
CHANGE ORDER NO:	(4) Four
CONTRACTOR:	John G. Walton Construction Company, Inc.
PROJECT NO:	2018-3005-01

The attached Change Order Number Four (4) to contract with John G. Walton Construction Company, Inc. dated November 3, 2022 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached letter.

[ ] 6. Other:

James A. DeLapp, Exec. Director Public Works

CHANGE ORDER NUMBER 4 DATE November 3, 2022

PROJECT NAME AND NUMBER TIGER 2016 Project Phase I – II

COM Project No. 2018-3005-01

TO John G Walton Construction Co., Inc. P.O. Box 81222 Mobile, AL 36689

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated July 30, 2019.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment for: Rebuilding of Broad Street Phases I & II - Church Street to Lawrence Street

ATTACHMENT "A" – Force Account Packages	$ 1,358,201.23
ATTACHMENT "B" – Projected overruns	$ 3,119,224.72
ATTACHMENT "C" – Projected underruns	$-2,843,404.49
ATTACHMENT "D" – New Items	$ 131,276.49
ATTACHMENT "E" – Professional Services	$ 155,488.83
ATTACHMENT "F" – Unused Materials	$ 87,664.67
Total change to contract amount	**$ 2,008,451.45**

Original Contract Price	$ 16,951,777.00
Net total of Previous Change Orders	$ (285,660.98)
Previous Revised Contract	$ 16,666,116.02
THIS CHANGE ORDER NUMBER 4	$ 2,008,451.45
Revised Contract Amount	$ 18,674,567.47

Extension of time resulting from previous change orders 171 Working Days
Original Contract Time: 450 Working Days
Amended Contract days: **622 Working Days**

BY:

Mayor

ATTEST:

City Clerk

Accepted By:

Owner/President V-P

ATTEST:

Witness/Secretary

11/3/2022

Date

ATTACHMENT "A"
2018-3005-01 BROAD STREET TIGER REHAB PH I & II

FORCE ACCOUNT SUMMARY

Pkg #	DATE SUBMITTED	DATE FROM	DATE TO	Total	DESCRIPTION
1	3/12/2020	1/20/2020	2/25/2020	$ 104,811.71	Revised buildup on west side of culvert
2	3/12/2020	2/7/2020	2/25/2020	$ 29,547.84	Mardi Gras OT, Wind Screen
3	11/18/2020	6/2/2020	6/5/2020	$ 39,010.09	Revised buildup on east side of culvert
4	8/4/2020	8/3/2020	8/3/2020	$ 17,536.92	Point Repairs
5	9/14/2020	8/12/2020	8/12/2020	$ 9,991.06	Remove abandonded box culvert section (Revised from 5A below)
6	11/4/2021	12/17/2020	8/28/2021	$ 220,891.81	Grate inlet modifications (Updated from 6A & 10A below)
7	6/5/2021	3/1/2021	3/3/2021	$ 12,249.01	Removal of concrete slab
9	9/15/2020	7/15/2020	7/31/2020	$ 44,379.77	Utility investigation
10	8/3/2021	7/7/2021	8/31/2021	$ 86,731.01	Revised buildup and geogrid over box culvert
11	10/4/2021	8/17/2021	8/26/2021	$ 70,235.71	Government St Insertion Valves
12	11/4/2021	10/1/2021	10/2/2021	$ 6,412.70	Extra Labor for Azalea Trail Run
13	1/10/2022	10/15/2021	10/19/2021	$ 16,593.11	Removal of concrete slab for APCO
14	1/10/2022	10/27/2021	10/28/2021	$ 13,697.01	Hydro-Excavating @ Broad & Governement
15	1/10/2022	11/5/2021	11/5/2021	$ 2,408.88	Removing concrete panels
16	1/11/2022	11/11/2021	11/11/2021	$ 2,663.94	Removing Concrete pedestals
17	3/7/2022	1/18/2022	7/21/2022	$ 220,507.35	Corner Revisions
18	3/8/2022	2/7/2022	2/23/2022	$ 18,750.23	Asphalt wedges at ramps & manholes
19	3/8/2022	2/7/2022	3/1/2022	$ 76,870.71	Mardi Gras Prep
20	3/8/2022	2/11/2022	3/1/2022	$ 23,744.82	Mardi Gras Labor
21	Not yet received		ESTIMATED	$ 10,000.00	Removal of Existing 12" Waterline @ Government and Broad
22	Not yet received		ESTIMATED	$ 10,000.00	Repair Drainage at Bishop State
23	7/18/2022	4/12/2022	5/21/2022	$ 29,188.32	Hydro-Excavating Tree Roots and Fiber @ Greer's
24	7/8/2022	4/22/2022	9/2/2022	$ 133,318.41	Milling to Correct Cross Slope for Inlets
25	7/8/2022	5/11/2022	5/17/2022	$ 26,283.80	Hydro-Excavating Tree Roots
26	10/5/2022	10/15/2021	10/19/2021	$ 14,898.81	Demo for Signal Work at MLK
27	9/20/2022	7/26/2022	8/17/2022	$ 54,565.54	Concrete Repairs for Damage by the Public
28	9/16/2022	7/11/2022	7/14/2022	$ 38,071.00	Revised Buildup South of Government St
29	9/24/2022	9/14/2022	9/22/2022	$ 4,883.72	Jackhammer Slab for Signal Pole Foundation
30	9/30/2022	9/29/2022	9/29/2022	$ 19,957.95	Paving on St Anthony
			TOTAL	**$ 1,358,201.23**	

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE

WORK PERFORMED FROM 1/20/20 TO 2/25/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$4,050.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$4,050.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$202.50
7	TOTAL PAYROLL INSURANCE	$1,467.16
8	TOTAL PAYROLL TAXES	$615.72
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$7,774.22
11	TOTAL MATERIAL/PRIME	$61,843.90
12	TOTAL EQUIPMENT/PRIME	$22,359.88
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$98,313.38
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$1,257.74
15	GROSS RECEIPTS TAX = 5% OF 17	$5,240.59
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$104,811.71

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

18.49

DESCRIPTION / LOCATION OF WORK MARDI GRAS TRAFFIC CONTROL

WORK PERFORMED FROM 2/7/20 TO 2/25/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$4,800.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$4,800.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$240.00
7	TOTAL PAYROLL INSURANCE	$3,123.87
8	TOTAL PAYROLL TAXES	$1,310.99
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$16,552.88
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$1,688.12
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$27,715.87
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$354.57
15	GROSS RECEIPTS TAX = 5% OF 17	$1,477.39
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$29,547.84

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE

WORK PERFORMED FROM 6/2/20 TO 6/5/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$4,031.25
5	SUBTOTAL = 1 + 2 + 3 + 4	$4,031.25
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$201.56
7	TOTAL PAYROLL INSURANCE	$753.82
8	TOTAL PAYROLL TAXES	$316.35
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$3,994.38
11	TOTAL MATERIAL/PRIME	$19,105.30
12	TOTAL EQUIPMENT/PRIME	$8,188.80
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$36,591.46
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$468.12
15	GROSS RECEIPTS TAX = 5% OF 17	$1,950.50
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$39,010.09

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER PHASE 1 & 2 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK POINT REPAIRS - ESTIMATE

WORK PERFORMED FROM _____ TO _____

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$5,722.20
2	TOTAL MATERIAL/SUBCONTRACTORS	$3,208.50
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$5,462.67
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$14,393.37
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	$14,393.37 @ 5%	$719.67
7	TOTAL PAYROLL INSURANCE	$605.64
8	TOTAL PAYROLL TAXES	$422.53
9	TOTAL SUBCONTRACTORS BOND	$308.43
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$16,449.63
14	PRIME CONTRACTOR'S BOND = OF 16	$210.44
15	GROSS RECEIPTS TAX = 5% OF 16	$876.85
16	FORCE ACCOUNT PAYMENT = 13 / [100% - (% OF 14 + 5%)]	$17,536.92

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING BOX CULVERT @ SPRINGHILL AVE

WORK PERFORMED FROM 8/12/20 TO 8/12/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$240.39
8	TOTAL PAYROLL TAXES	$100.88
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,273.75
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$7,756.58
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$9,371.61
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$119.89
15	GROSS RECEIPTS TAX = 5% OF 17	$499.55
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$9,991.06

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK Grate Inlet modifications

WORK PERFORMED FROM 12/17/20 TO 10/31/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$9,942.50
5	SUBTOTAL = 1 + 2 + 3 + 4	$9,942.50
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$497.13
7	TOTAL PAYROLL INSURANCE	$13,582.92
8	TOTAL PAYROLL TAXES	$5,700.33
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$14,945.25
11	TOTAL MATERIAL/PRIME	$65,832.23
12	TOTAL EQUIPMENT/PRIME	$96,696.15
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$207,196.52
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$2,650.70
15	GROSS RECEIPTS TAX = 5% OF 17	$11,044.59
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$220,891.81

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING CONCRETE SLAB FOR ALABAMA POWER

WORK PERFORMED FROM 3/1/21 TO 3/3/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$2,325.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$2,325.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$116.25
7	TOTAL PAYROLL INSURANCE	$423.56
8	TOTAL PAYROLL TAXES	$177.75
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$2,244.38
11	TOTAL MATERIAL/PRIME	$954.78
12	TOTAL EQUIPMENT/PRIME	$5,247.85
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$11,489.57
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$146.99
15	GROSS RECEIPTS TAX = 5% OF 17	$612.45
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$12,249.01

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER PHASE 1 & 2 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK utility INVESTIGATION @ Springhill intersection

WORK PERFORMED FROM 7/15/20 TO 7/31/20

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$12,018.11
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$24,828.26
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$36,846.37
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	$36,846.37 @ 5%	$1,842.32
7	TOTAL PAYROLL INSURANCE	$1,272.00
8	TOTAL PAYROLL TAXES	$887.42
9	TOTAL SUBCONTRACTORS BOND	$780.12
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$41,628.22
14	PRIME CONTRACTOR'S BOND = OF 16	$532.56
15	GROSS RECEIPTS TAX = 5% OF 16	$2,218.99
16	FORCE ACCOUNT PAYMENT = 13 / [100% - (% OF 14 + 5%)]	$44,379.77

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE

WORK PERFORMED FROM 7/7/21 TO 8/31/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$12,112.50
5	SUBTOTAL = 1 + 2 + 3 + 4	$12,112.50
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$605.63
7	TOTAL PAYROLL INSURANCE	$1,224.50
8	TOTAL PAYROLL TAXES	$513.88
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$6,488.44
11	TOTAL MATERIAL/PRIME	$46,057.21
12	TOTAL EQUIPMENT/PRIME	$14,351.53
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$81,353.69
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$1,040.77
15	GROSS RECEIPTS TAX = 5% OF 17	$4,336.55
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$86,731.01

FORM C-1-B REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER PHASE 1 & 2 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK TEAM INSERTION VALVES IN GOVERNMENT/BROAD

WORK PERFORMED FROM 8/17/21 TO 8/25/21

PAID ON ESTIMATE NO. ____ SUBCONTRACTOR/CONTRACTOR/ PROFESSIONAL SERVICES CONSTRUCTION LABOR SERVICES, INC

	LABOR	
1	DIRECT LABOR	$3,516.00
2	25% ADDITIVE = 1 X 0.25	$879.00
3	TOTAL LABOR = 1 + 2	$4,395.00
	MATERIAL	
4	INVOICE COST	$44,510.00
5	15% ADDITIVE = 4 X 0.15	$6,676.50
6	TOTAL MATERIAL = 4 + 5	$51,186.50
	EQUIPMENT	
7	TOTAL EQUIPMENT (FROM FORM C-2)	$12,487.35
	INSURANCE / TAXES	
8	PAYROLL INSURANCE 1 X 13.23%	$465.17
9	PAYROLL TAXES 1 X 9.23%	$324.53
10	TOTAL INSURANCE / TAXES = 8 + 9	$789.69
11	SUBTOTAL = 3 + 6 + 7 + 10	$68,858.54
	SUBCONTRACTOR BOND	
12	2.00% OF 14	$1,377.17
13	PROFESSIONAL SERVICES	$0.00
14	TOTAL PAYMENT	$70,235.71

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK AZALEA TRAIL RUN PUTTING IN N NASE WEDGES

WORK PERFORMED FROM 10/1/21 TO 10/2/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$1,425.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$1,425.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$71.25
7	TOTAL PAYROLL INSURANCE	$283.50
8	TOTAL PAYROLL TAXES	$118.97
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,502.19
11	TOTAL MATERIAL/PRIME	$1,597.38
12	TOTAL EQUIPMENT/PRIME	$1,016.81
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$6,015.11
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$76.95
15	GROSS RECEIPTS TAX = 5% OF 16	$320.63
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$6,412.70

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK BREAKING BOX CULVERT FOR SIGNAL POLE

WORK PERFORMED FROM 10/15/21 TO 10/19/21

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$236.55
8	TOTAL PAYROLL TAXES	$99.27
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,253.44
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$13,975.08
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$15,564.34
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$199.12
15	GROSS RECEIPTS TAX = 5% OF 16	$829.66
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$16,593.11

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK HYDRO-BLASTING TREE ROOTS

WORK PERFORMED FROM 10/27/21 TO 10/28/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$8,070.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$8,070.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$403.50
7	TOTAL PAYROLL INSURANCE	$299.13
8	TOTAL PAYROLL TAXES	$125.53
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,585.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$2,364.63
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$12,847.80
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$164.36
15	GROSS RECEIPTS TAX = 5% OF 16	$684.85
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$13,697.01

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING CONCRETE PANELS

WORK PERFORMED FROM 11/5/21 TO 11/5/21

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$734.45
5	SUBTOTAL = 1 + 2 + 3 + 4	$734.45
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$36.72
7	TOTAL PAYROLL INSURANCE	$139.66
8	TOTAL PAYROLL TAXES	$58.61
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$740.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$550.08
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$2,259.53
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$28.91
15	GROSS RECEIPTS TAX = 5% OF 16	$120.44
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$2,408.88

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REMOVING CONCRETE PEDESTAL

WORK PERFORMED FROM 11/11/21 TO 11/11/21

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$171.62
8	TOTAL PAYROLL TAXES	$72.02
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$909.38
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$1,345.76
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$2,498.78
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$31.97
15	GROSS RECEIPTS TAX = 5% OF 16	$133.20
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$2,663.94

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK REINFORCING CORNERS & MEDIANS

WORK PERFORMED FROM 1/18/22 TO 7/21/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$11,266.30
8	TOTAL PAYROLL TAXES	$4,728.12
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$59,698.48
11	TOTAL MATERIAL/PRIME	$70,045.32
12	TOTAL EQUIPMENT/PRIME	$61,097.68
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$206,835.89
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$2,646.09
15	GROSS RECEIPTS TAX = 5% OF 16	$11,025.37
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$220,507.35

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK ASPHALT WEDGES

WORK PERFORMED FROM 2/7/22 TO 2/23/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$915.84
8	TOTAL PAYROLL TAXES	$384.35
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$4,852.88
11	TOTAL MATERIAL/PRIME	$4,478.80
12	TOTAL EQUIPMENT/PRIME	$6,955.85
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$17,587.72
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$225.00
15	GROSS RECEIPTS TAX = 5% OF 16	$937.51
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$18,750.23

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK MARDI GRAS PREP

WORK PERFORMED FROM 2/7/22 TO 3/1/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$34,193.78
5	SUBTOTAL = 1 + 2 + 3 + 4	$34,193.78
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$1,709.69
7	TOTAL PAYROLL INSURANCE	$3,168.77
8	TOTAL PAYROLL TAXES	$1,329.83
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$16,790.83
11	TOTAL MATERIAL/PRIME	$1,253.78
12	TOTAL EQUIPMENT/PRIME	$13,658.05
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$72,104.73
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$922.45
15	GROSS RECEIPTS TAX = 5% OF 16	$3,843.54
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$76,870.71

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK MARDI GRAS PARADES

WORK PERFORMED FROM 2/11/22 TO 3/1/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$2,542.73
8	TOTAL PAYROLL TAXES	$1,067.10
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$13,473.54
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$5,189.26
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$22,272.64
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$284.94
15	GROSS RECEIPTS TAX = 5% OF 16	$1,187.24
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$23,744.82

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK HYDROEXCAVATING TREE ROOTS AND FIBER AT GREERS

WORK PERFORMED FROM 4/12/22 TO 5/21/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$26,074.89
5	SUBTOTAL = 1 + 2 + 3 + 4	$26,074.89
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$1,303.74
7	TOTAL PAYROLL INSURANCE	$0.00
8	TOTAL PAYROLL TAXES	$0.00
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$27,378.64
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$350.26
15	GROSS RECEIPTS TAX = 5% OF 16	$1,459.42
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$29,188.32

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK Milling Correct cross slopes for inlets

WORK PERFORMED FROM 4/22/22 TO 10/6/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$4,310.61
8	TOTAL PAYROLL TAXES	$1,809.03
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$22,841.25
11	TOTAL MATERIAL/PRIME	$57.93
12	TOTAL EQUIPMENT/PRIME	$96,033.85
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$125,052.67
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$1,599.82
15	GROSS RECEIPTS TAX = 5% OF 16	$6,665.92
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$133,318.41

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK HYDROEXCAVATING TREE ROOTS

WORK PERFORMED FROM 5/11/22 TO 5/17/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$23,480.19
5	SUBTOTAL = 1 + 2 + 3 + 4	$23,480.19
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$1,174.01
7	TOTAL PAYROLL INSURANCE	$0.00
8	TOTAL PAYROLL TAXES	$0.00
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$0.00
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$24,654.20
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$315.41
15	GROSS RECEIPTS TAX = 5% OF 16	$1,314.19
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$26,283.80

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK BREAKING BOX CULVERT FOR SIGNAL POLE

WORK PERFORMED FROM 10/15/21 TO 10/19/21

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$0.00
8	TOTAL PAYROLL TAXES	$0.00
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$0.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$13,975.08
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$13,975.08
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$178.79
15	GROSS RECEIPTS TAX = 5% OF 16	$744.94
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$14,898.81

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK CONCRETE REPAIRS DAMANGED BY PUBLIC

WORK PERFORMED FROM 7/26/22 TO 8/17/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$2,510.30
5	SUBTOTAL = 1 + 2 + 3 + 4	$2,510.30
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$125.52
7	TOTAL PAYROLL INSURANCE	$2,122.40
8	TOTAL PAYROLL TAXES	$890.70
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$11,246.25
11	TOTAL MATERIAL/PRIME	$17,472.85
12	TOTAL EQUIPMENT/PRIME	$16,814.46
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$51,182.48
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$654.79
15	GROSS RECEIPTS TAX = 5% OF 16	$2,728.28
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$54,565.54

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FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK DIGGING DOWN NEXT TO CULVERT AND PLACING B-BASE
GOVERNMENT STREET TO CHURCH STREET

WORK PERFORMED FROM 7/11/22 TO 7/14/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$850.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$850.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$42.50
7	TOTAL PAYROLL INSURANCE	$154.52
8	TOTAL PAYROLL TAXES	$64.85
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$818.75
11	TOTAL MATERIAL/PRIME	$31,979.56
12	TOTAL EQUIPMENT/PRIME	$1,800.42
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$35,710.60
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$456.85
15	GROSS RECEIPTS TAX = 5% OF 17	$1,903.55
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$38,071.00

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. 2018-3005-01 MOBILE COUNTY

DESCRIPTION / LOCATION OF WORK Jack Hammer slab for Signal Pole Foundation @ Government St

WORK PERFORMED FROM 9/14/22 TO 9/22/22

PAID ON ESTIMATE NO. _____

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$212.31
8	TOTAL PAYROLL TAXES	$89.10
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$1,125.00
11	TOTAL MATERIAL/PRIME	$0.00
12	TOTAL EQUIPMENT/PRIME	$3,154.52
13	SUBTOTAL = 5 + 8 + 9 + 10 + 11 + 12 + 13 + 14	$4,580.93
14	PRIME CONTRACTOR'S BOND = 1.2% OF 17	$58.60
15	GROSS RECEIPTS TAX = 5% OF 17	$244.19
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$4,883.72

FORM C-1-A REVISED 4/1/14

ALABAMA DEPARTMENT OF TRANSPORTATION
FORCE ACCOUNT SUMMARY

PROJECT NO. TIGER-FAUP-4917(250) 2018-3005-01 BALDWIN COUNTY

DESCRIPTION / LOCATION OF WORK PAVING ON ST ANTHONY

WORK PERFORMED FROM 9/29/22 TO 9/29/22

PAID ON ESTIMATE NO.

		FINAL SUMMARY
1	TOTAL LABOR/SUBCONTRACTORS	$0.00
2	TOTAL MATERIAL/SUBCONTRACTORS	$0.00
3	TOTAL EQUIPMENT/SUBCONTRACTORS	$0.00
4	TOTAL PROFESSIONAL SERVICES	$0.00
5	SUBTOTAL = 1 + 2 + 3 + 4	$0.00
	ADMINISTRATIVE ALLOWANCE (IF APPLICABLE)	
6	5%	$0.00
7	TOTAL PAYROLL INSURANCE	$452.82
8	TOTAL PAYROLL TAXES	$190.03
9	TOTAL SUBCONTRACTORS BOND	$0.00
10	TOTAL LABOR/PRIME	$2,399.38
11	TOTAL MATERIAL/PRIME	$10,574.95
12	TOTAL EQUIPMENT/PRIME	$5,103.38
13	SUBTOTAL = 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12	$18,720.56
14	PRIME CONTRACTOR'S BOND = 1.2% OF 16	$239.50
15	GROSS RECEIPTS TAX = 5% OF 17	$997.90
16	FORCE ACCOUNT PAYMENT = 14/ [93.8% - (% OF 16 + 5%)]	$19,957.95

ATTACHMENT "B"
CHANGE ORDER NO. 4
PROJECTED OVER RUN ITEMS

Owner: City of Mobile
Contractor: John G.WaltonConstruction Company, Inc.
Address: P.O. Box 81222
Mobile, AL 36689

Project: Broad St COM TIGER Ph I & II

Project No: 2018-3005-01

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Overrun
206C001	REMOVING CONCRETE PAVEMENT	44395	SY	$ 3.62	$160,709.90	48343.27	$175,002.64	14,292.74
206C010	REMOVING CONCRETE DRIVEWAY	1198	SY	$ 11.30	$13,537.40	1655.07	$18,702.29	5,164.89
206C026	REMOVING TEMPORARY ASPHALT PAVEMENT	2807	SY	$ 5.10	$14,315.70	4933.747	$25,162.11	10,846.41
206C027	REMOVING BRICK PAVEMENT	10	SY	$ 46.97	$469.70	41.88	$1,967.10	1,497.40
206D000	REMOVING PIPE	1465	LF	$ 15.07	$22,077.55	1838	$27,698.66	5,621.11
206D003	REMOVING CURB AND GUTTER	16577	LF	$ 7.42	$123,001.34	17452.42	$129,496.96	6,495.62
206D030	REMOVING UTILITY LINES	12727	LF	$ 7.53	$95,834.31	18542.5	$139,625.03	43,790.72
206E003	REMOVING MANHOLES	5	EACH	$ 890.72	$4,453.60	8	$7,125.76	2,672.16
206E006	REMOVING TREES	77	EACH	$ 753.37	$58,009.49	100	$75,337.00	17,327.51
206E018	REMOVING CONCRETE PEDESTAL	2	EACH	$ 704.53	$1,409.06	2	$1,409.06	0.00
206E020	REMOVING EXISTING OVERHEAD SIGN STRUCTURE	9	EACH	$ 12,232.50	$110,092.50	9	$110,092.50	0.00
210A000	UNCLASSIFIED EXCAVATION	14644	CY	$ 15.07	$220,685.08	25070.75	$377,816.20	157,131.12
210D022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	5000	CY	$ 12.94	$64,700.00	17406.98	$225,246.32	160,546.32
230A000	ROADBED PROCESSING	131	RDBD STA	$ 720.24	$94,351.44	166.7	$120,064.01	25,712.57
301A000	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 3" COMPACTED THICKNESS	39755	SY	$ 9.59	$381,250.45	46888.62	$449,661.87	68,411.42
405A000	TACK COAT	4720	GAL	$ 5.90	$27,848.00	7490.1	$44,191.59	16,343.59
424B650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	3948	TON	$ 74.69	$294,876.12	4268.76	$318,833.68	23,957.56
424B654	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	800	TON	$ 126.26	$101,008.00	1569.05	$198,108.25	97,100.25
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	781	TON	$ 49.55	$38,698.55	5819.9	$288,376.05	249,677.50
530B000	18" SPAN, 11" RISE ROADWAY PIPE (CLASS 3 R.C.)	880	LF	$ 49.23	$43,322.40	1064	$52,380.72	9,058.32
534E001	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	550	LF	$ 17.48	$9,614.00	2765	$48,332.20	38,718.20
600A000	MOBILIZATION	1	LS	$ 788,483.00	$788,483.00	1	$788,483.00	0.00
610D003	FILTER BLANKET, GEOTEXTILE	530	SY	$ 4.58	$2,427.40	766.67	$3,511.35	1,083.95
614A000	SLOPE PAVING	9	CY	$ 573.16	$5,158.44	53.02	$30,388.94	25,230.50
618A001	CONCRETE SIDEWALK, 6" THICK	2403	SY	$ 78.63	$188,947.89	4565.89	$359,015.93	170,068.04
621A022	JUNCTION BOXES, TYPE 1 (MODIFIED)	1	EACH	$ 19,803.30	$19,803.30	4	$79,213.20	59,409.90
621C168	INLETS, TYPE MODIFIED	3	EACH	$ 4,931.30	$14,793.90	14	$69,038.20	54,244.30
621C169	INLETS, TYPE SPECIAL (TOP ONLY)	4	EACH	$ 4,607.54	$18,430.16	5	$23,037.70	4,607.54
622A000	MANHOLE COVERS RESET	34	EACH	$ 1,282.76	$43,613.84	46	$59,006.96	15,393.12
623B000	CONCRETE CURB, TYPE N	6107	LF	$ 17.01	$103,880.07	7803	$132,729.03	28,848.96
623B001	CONCRETE CURB, TYPE N SPECIAL	0	LF	$ 83.54	$0.00	274	$22,889.96	22,889.96
623B002	CONCRETE CURB, TYPE A	9148	LF	$ 18.20	$166,493.60	11585	$210,847.00	44,353.40
623B012	CONCRETE CURB, TYPE N (MODIFIED)	1835	LF	$ 27.51	$50,480.85	2644	$72,736.44	22,255.59
634A002	INDUSTRIAL FENCE, 6 FEET HIGH	3000	LF	$ 23.30	$69,900.00	4420	$102,986.00	33,086.00

CHANGE ORDER NO. 4
PROJECTED OVER RUN ITEMS
ATTACHMENT "B"

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Overrun
641A514	1 INCH COPPER WATER SERVICE LINE LAID	923	LF	$ 24.06	$22,225.84	1090	$26,006.40	3,780.56
641A518	2 INCH COPPER WATER SERVICE LINE LAID	39	LF	$ 33.43	$1,303.77	75	$2,507.25	1,203.48
641A612	6 INCH DUCTILE IRON WATER MAIN LAID	219	LF	$ 57.52	$12,596.88	607	$34,914.64	22,317.76
641A614	8 INCH DUCTILE IRON WATER MAIN LAID	212	LF	$ 66.68	$14,136.16	542	$36,140.56	22,004.40
641A618	12 INCH DUCTILE IRON WATER MAIN LAID	20	LF	$ 83.88	$1,677.60	132	$11,072.16	9,394.56
641A622	16 INCH DUCTILE IRON WATER MAIN LAID	20	LF	$ 116.16	$2,323.20	757	$87,933.12	85,609.92
641A628	24 INCH DUCTILE IRON WATER MAIN LAID	20	LF	$ 177.81	$3,556.20	31	$5,512.11	1,955.91
641A746	6 INCH P.V.C. WATER MAIN LAID	455	LF	$ 43.39	$19,742.45	564	$24,471.96	4,729.51
641J518	8 INCH GATE VALVE WITH BOX	4	EACH	$ 1,663.48	$6,653.92	5	$8,317.40	1,663.48
641J522	12 INCH GATE VALVE WITH BOX	1	EACH	$ 3,042.53	$3,042.53	2	$6,085.06	3,042.53
641M512	6 INCH RETAINER GLAND	186	EACH	$ 79.42	$14,772.12	233	$18,504.86	3,732.74
641M528	24 INCH RETAINER GLAND	76	EACH	$ 554.27	$42,124.52	99	$54,872.73	12,748.21
641N560	16 INCH X 6 INCH ANCHOR TEE	9	EACH	$ 1,467.51	$13,207.59	16	$23,480.16	10,272.57
641P520	1 INCH SERVICE TAP	42	EACH	$ 970.31	$40,753.02	46	$44,634.26	3,881.24
641R510	3/4 INCH WATER METER AND BOX RESET	43	EACH	$ 296.83	$12,763.69	46	$13,654.18	890.49
641S500	VALVE BOX RESET	32	EACH	$ 454.12	$14,531.84	52	$23,614.24	9,082.40
641W506	6 INCH DUCTILE IRON INSERTA VALVE	7	EACH	$ 10,193.75	$71,356.25	10	$101,937.50	30,581.25
645A518	16 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	20	LF	$ 224.50	$4,490.00	90	$20,205.00	15,715.00
645A550	10 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	53	LF	$ 109.30	$5,792.90	59	$6,448.70	655.80
645A552	12 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	10	LF	$ 114.95	$1,149.50	23	$2,643.85	1,494.35
645U504	8 INCH CURED IN PLACE LINER	-2441	LF	$ 32.62	-$79,625.42	-1996	($65,109.52)	14,515.90
649A670	36 INCH STEEL ENCASEMENT PIPE, TYPE 2 INSTALLATION	320	LF	$ 821.57	$262,902.40	380	$312,196.60	49,294.20
665J002	SILT FENCE	1050	LF	$ 3.61	$3,790.50	2511.17	$9,065.32	5,274.82
665L000	FLOATING BASIN BOOM	150	LF	$ 13.40	$2,010.00	350	$4,690.00	2,680.00
665N000	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 1	50	TON	$ 54.75	$2,737.50	570.77	$31,249.66	28,512.16
665O001	SILT FENCE REMOVAL	1050	LF	$ 0.87	$913.50	2512	$2,185.44	1,271.94
665Q002	WATTLE	8200	LF	$ 6.41	$52,562.00	11330	$72,625.30	20,063.30
674A000	CONSTRUCTION SAFETY FENCE	4000	LF	$ 4.09	$16,360.00	7981	$32,642.29	16,282.29
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	6655	LF	$ 2.33	$15,506.15	6665	$15,529.45	23.30
701C000	BROKEN TEMPORARY TRAFFIC STRIPE	3	MILE	$ 932.00	$2,796.00	8.669	$8,079.51	5,283.51
701C001	SOLID TEMPORARY TRAFFIC STRIPE	13	MILE	$ 932.00	$12,116.00	14.036	$13,081.55	965.55
701D005	SOLID TRAFFIC STRIPE REMOVED	1	MILE	$ 2,912.50	$2,912.50	1.514	$4,409.53	1,497.03
701F000	DOTTED TEMPORARY TRAFFIC STRIPE	9846	LF	$ 0.58	$5,710.68	9875	$5,727.50	16.82
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	7645	SF	$ 2.33	$17,812.85	7672.69	$17,877.37	64.52
705A023	PAVEMENT MARKERS, CLASS C, TYPE 2-D	471	EACH	$ 5.83	$2,745.93	509	$2,967.47	221.54
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	0	EACH	$ 5.83	$0.00	61	$355.63	355.63
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	63	SF	$ 25.63	$1,614.69	106.88	$2,739.33	1,124.64
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	588	LF	$ 16.31	$9,590.28	594	$9,688.14	97.86
730E000	METAL TRAFFIC SIGNAL POLE FOUNDATION	23	EACH	$ 9,437.97	$217,073.31	29	$273,701.13	56,627.82

CHANGE ORDER NO. 4
PROJECTED OVER RUN ITEMS
ATTACHMENT "B"

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Overrun
730F001	METAL TRAFFIC SIGNAL POLE WITH 30' MAST ARM	0	EACH	$ 4,483.04	$0.00	2	$8,966.08	8,966.08
730F009	METAL TRAFFIC SIGNAL POLE WITH 45' AND 55' MAST ARMS	1	EACH	$ 6,488.61	$6,488.61	2	$12,977.22	6,488.61
730F011	METAL TRAFFIC SIGNAL POLE WITH 45' AND 30' MAST ARMS	1	EACH	$ 6,252.66	$6,252.66	2	$12,505.32	6,252.66
730F012	METAL TRAFFIC SIGNAL POLE WITH 40' AND 35' MAST ARMS	1	EACH	$ 6,016.71	$6,016.71	2	$12,033.42	6,016.71
730L005	2", NON-METALLIC, CONDUIT	10962	LF	$ 10.03	$109,948.86	39179.35	$392,968.88	283,020.02
740B000	CONSTRUCTION SIGNS	1371	SF	$ 11.65	$15,972.15	5346.87	$62,291.04	46,318.89
740D000	CHANNELIZING DRUMS	350	EACH	$ 60.82	$21,287.00	601	$36,552.82	15,265.82
740F002	BARRICADES, TYPE III	59	EACH	$ 371.99	$21,946.82	118	$43,893.64	21,946.82
740I002	WARNING LIGHTS, TYPE B	25	EACH	$ 333.15	$8,328.75	54	$17,990.10	9,661.35
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	2	EACH	$ 6,735.14	$13,470.28	7	$47,145.98	33,675.70
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	2	EACH	$ 27,510.93	$55,021.86	5	$137,554.65	82,532.79
750D200	ELECTRICAL JUNCTION BOX, TYPE 1	0	EACH	$ 825.62	$0.00	130	$107,356.60	107,356.60
750E114	CONDUIT, 1 1/2 INCH,RIGID NONMETALLIC	10200	LF	$ 9.14	$93,228.00	20548.69	$187,815.03	94,587.03
750F023	CONDUCTOR, #8 AWG	0	LF	$ 2.01	$0.00	414	$832.14	832.14
756A028	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	943	LF	$ 70.78	$66,745.54	2488	$176,100.64	109,355.10
756A040	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 4 INSTALLATION	0	LF	$ 88.48	$0.00	3011	$266,413.28	266,413.28
SP-001C	LANDSCAPING, SODDING	9515	SY	$ 8.41	$80,021.15	17539.18	$147,504.50	67,483.35
459C001	Sawcutting Asphalt or Concrete, < 12" thick	700	LF	$ 4.25	$2,975.00	2553	$10,850.25	7,875.25
618A002	4" THICK SIDEWALK w/HEAVY WIRE MAT	95	SY	$ 60.94	$5,789.30	267.55	$16,304.50	10,515.20
641A801	Temporary 1" & 2" HDPE Temp Water Line	350	LF	$ 24.08	$8,428.00	650	$15,652.00	7,224.00
641J541	24" Gate Valve Re-Gear (in addition to bid price)	2	EACH	$ 10,550.00	$21,100.00	4	$42,200.00	21,100.00
641P530	2" Service Tap	1	EACH	$ 1,450.13	$1,450.13	2	$2,900.26	1,450.13
646C606	6" Hymax Coupling	3	EACH	$ 1,183.00	$3,549.00	6	$7,098.00	3,549.00
646C616	12" Hymax Coupling	2	EACH	$ 1,716.00	$3,432.00	4	$6,864.00	3,432.00
740Q000	Contraflow Delineators	300	EACH	$ 59.85	$17,955.00	439	$26,274.15	8,319.15
TEMP-01	6" HDPE Temporary Water Line	320	LF	$ 76.53	$24,489.60	383	$29,310.99	4,821.39
				SUBTOTAL:				3,119,224.72

ATTACHMENT "C"
CHANGE ORDER NO. 4
PROJECTED UNDER RUN ITEMS

Owner: City of Mobile
Contractor: John G.WaltonConstruction Company, Inc.
Address: P.O. Box 81222
Mobile, AL 36689

Project: Broad St COM TIGER Ph I & II

Project No: 2018-3005-01

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Underrun
206C000	REMOVING CONCRETE SIDEWALK	8725	SY	$ 7.53	$65,699.25	8692.37	$65,453.55	(245.70)
206C002	REMOVING CONCRETE SLOPE PAVING	1731	SY	$ 9.04	$15,648.24	1619.66	$14,641.73	(1,006.51)
206E001	REMOVING INLETS	43	EACH	$ 452.02	$19,436.86	36	$16,272.72	(3,164.14)
214A000	STRUCTURE EXCAVATION	5123	CY	$ 17.44	$89,345.12	3301.65	$57,580.78	(31,764.34)
214B000	FOUNDATION BACKFILL, LOCAL	6038	CY	$ 16.83	$101,619.54	6.69	$112.59	(101,506.95)
214B001	FOUNDATION BACKFILL, COMMERCIAL	1737	CY	$ 64.25	$111,602.25	589.98	$37,906.22	(73,696.04)
401A000	BITUMINOUS TREATMENT A	39755	SY	$ 1.17	$46,513.35	39028.29	$45,663.10	(850.25)
407B000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	6	MILE	$ 234.01	$1,404.06	4.123	$964.82	(439.24)
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.1 0" THRU 2.0" THICK)	9882	SY	$ 2.24	$22,135.68	2572.1	$5,761.50	(16,374.18)
424A360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	3941	TON	$ 83.70	$329,861.70	2894.81	$242,295.60	(87,566.10)
424B681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	4970	TON	$ 79.38	$394,518.60	4876.26	$387,077.52	(7,441.08)
502A000	STEEL REINFORCEMENT	4997	LB	$ 1.57	$7,845.29	1108.88	$1,740.94	(6,104.35)
530A001	18" ROADWAY PIPE (CLASS 3 R.C.)	5371	LF	$ 41.83	$224,668.93	4809.17	$201,167.58	(23,501.35)
530B001	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)	175	LF	$ 52.35	$9,161.25	128	$6,700.80	(2,460.45)
613F000	BRICK PAVING	3567	SF	$ 5.83	$20,795.61	36	$209.88	(20,585.73)
618A000	CONCRETE SIDEWALK, 4" THICK	9589	SY	$ 46.34	$444,354.26	7598.89	$352,132.56	(92,221.70)
620A000	MINOR STRUCTURE CONCRETE	147	CY	$ 606.50	$89,155.50	78.67	$47,713.36	(41,442.15)
621C030	INLETS, TYPE "SPECIAL"	150	EACH	$ 7,203.56	$1,080,534.00	136	$979,684.16	(100,849.84)
621E000	MANHOLES, TYPE SPECIAL	19	EACH	$ 3,794.25	$72,090.75	17	$64,502.25	(7,588.50)
621E004	MANHOLES, TYPE L OR M (STORM)	9	EACH	$ 3,269.77	$29,427.93	8	$26,158.16	(3,269.77)
621M000	REMOVE EXISTING MANHOLE	55	EACH	$ 753.37	$41,435.35	50	$37,668.50	(3,766.85)
641A610	4 INCH DUCTILE IRON WATER MAIN LAID	36	LF	$ 61.72	$2,221.92	0	$0.00	(2,221.92)
641A682	6 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	1134	LF	$ 68.18	$77,316.12	499	$34,021.82	(43,294.30)
641A684	8 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	296	LF	$ 81.60	$24,153.60	96	$7,833.60	(16,320.00)
641A688	12 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	384	LF	$ 109.06	$41,879.04	197	$21,484.82	(20,394.22)
641A692	16 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	592	LF	$ 169.14	$100,130.88	133	$22,495.62	(77,635.26)
641A698	24 INCH DUCTILE IRON WATER MAIN LAID (RESTRAINED JOINT)	786	LF	$ 270.72	$212,785.92	700	$189,504.00	(23,281.92)
641A748	8 INCH P.V.C. WATER MAIN LAID	714	LF	$ 48.32	$34,500.48	103	$4,976.96	(29,523.52)
641A756	16 INCH P.V.C. WATER MAIN LAID	2635	LF	$ 85.24	$224,607.40	2272	$193,665.28	(30,942.12)
641C500	DUCTILE IRON FITTINGS	60669	LB	$ 12.35	$749,262.15	37554	$463,791.90	(285,470.25)
641D500	FIRE HYDRANT	29	EACH	$ 3,615.38	$104,846.02	26	$93,999.88	(10,846.14)
641J516	6 INCH GATE VALVE WITH BOX	31	EACH	$ 1,142.60	$35,420.60	27	$30,850.20	(4,570.40)
641J526	16 INCH GATE VALVE WITH BOX	11	EACH	$ 8,439.09	$92,829.99	8	$67,512.72	(25,317.27)

ATTACHMENT "C"
CHANGE ORDER NO. 4
PROJECTED UNDER RUN ITEMS

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Underrun
641J532	24 INCH GATE VALVE WITH BOX	5	EACH	$ 22,741.38	$113,706.90	4	$90,965.52	(22,741.38)
641L500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	91	CY	$ 292.08	$26,579.28	27.2	$7,944.58	(18,634.70)
641M510	4 INCH RETAINER GLAND	3	EACH	$ 67.46	$202.38	0	$0.00	(202.38)
641M518	12 INCH RETAINER GLAND	79	EACH	$ 203.77	$16,097.83	43	$8,762.11	(7,335.72)
641M522	16 INCH RETAINER GLAND	166	EACH	$ 333.12	$55,297.92	138	$45,970.56	(9,327.36)
641N520	8 INCH X 6 INCH ANCHOR TEE	2	EACH	$ 657.19	$1,314.38	0	$0.00	(1,314.38)
641N540	12 INCH X 6 INCH ANCHOR TEE	1	EACH	$ 906.16	$906.16	0	$0.00	(906.16)
641O518	8 INCH X 6 INCH TAPPING VALVE AND SLEEVE	1	EACH	$ 4,469.56	$4,469.56	0	$0.00	(4,469.56)
641P530	2 INCH SERVICE TAP	5	EACH	$ 1,423.20	$7,116.00	3	$4,269.60	(2,846.40)
641P601	CONNECTION TO EXISTING WATER SYSTEM	40	EACH	$ 695.43	$27,817.20	38	$26,426.34	(1,390.86)
641R520	2 INCH WATER METER AND BOX RESET	5	EACH	$ 488.63	$2,443.15	3	$1,466.89	(977.26)
641T526	24 INCH LINE STOP	5	EACH	$ 43,119.85	$215,599.25	1	$43,119.85	(172,479.40)
641W508	8 INCH DUCTILE IRON INSERTA VALVE	8	EACH	$ 10,726.32	$85,810.56	5	$53,631.60	(32,178.96)
645A510	8 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	192	LF	$ 138.93	$26,674.56	175	$24,312.75	(2,361.81)
645A522	20 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	100	LF	$ 269.58	$26,958.00	63	$16,983.54	(9,974.46)
645A548	8 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	3747	LF	$ 93.01	$348,508.47	2845	$264,613.45	(83,895.02)
645A555	15 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	30	LF	$ 136.55	$4,096.50	0	$0.00	(4,096.50)
645A558	18 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	108	LF	$ 151.43	$16,354.44	93	$14,082.99	(2,271.45)
645A560	20 INCH P.V.C. SANITARY SEWER GRAVITY PIPE LAID	832	LF	$ 169.22	$140,791.04	778	$131,653.16	(9,137.88)
645E524	6 INCH P.V.C. STACKS AND LATERALS	2600	LF	$ 83.35	$216,710.00	376	$31,339.60	(185,370.40)
645H510	48 INCH MANHOLE	50	EACH	$ 4,931.33	$246,566.50	41	$202,184.53	(44,381.97)
645I500	48 INCH MANHOLE UNIT	10	EACH	$ 1,276.82	$12,768.20	4	$5,107.28	(7,660.92)
645N500	ABANDON EXISTING MANHOLE	4	EACH	$ 1,390.87	$5,563.48	2	$2,781.74	(2,781.74)
645Q300	SANITARY SEWER CONFLICT SADDLE SET	11	EACH	$ 3,566.33	$39,229.63	0	$0.00	(39,229.63)
645Q400	SANITARY SEWER CONFLICT COEXISTENCE BOX	2	EACH	$ 5,349.49	$10,698.98	1	$5,349.49	(5,349.49)
645Q500	SANITARY SEWER CONFLICT JUNCTION BOX,TYPE SPECIAL	2	EACH	$ 8,321.43	$16,642.86	1	$8,321.43	(8,321.43)
645T500	CONNECTION TO EXISTING SEWER SYSTEM	46	EACH	$ 3,815.29	$175,503.34	41	$156,426.89	(19,076.45)
645U504	8 INCH CURED IN PLACE LINER	2441	LF	$ 32.62	$79,625.42	1996	$65,109.52	(14,515.90)
645X510	HDPE SANITARY SEWER GRAVITY 10" PIPE TYPE 3	134	LF	$ 263.52	$35,311.68	62	$16,338.24	(18,973.44)
645X518	HDPE SANITARY SEWER GRAVITY 18" PIPE TYPE 3	405	LF	$ 351.91	$142,523.55	193	$67,918.63	(74,604.92)
649A645	16 INCH STEEL ENCASEMENT PIPE, TYPE 2 INSTALLATION	435	LF	$ 355.86	$154,799.10	210	$74,730.60	(80,068.50)
679A655	20 INCH STEEL ENCASEMENT PIPE, TYPE 2 INSTALLATION	190	LF	$ 425.69	$80,881.10	105	$44,697.45	(36,183.65)
652C000	MOWING	8	ACRE	$ 233.00	$1,864.00	0	$0.00	(1,864.00)
663D000	TREE ROOT BARRIER	678	SY	$ 42.72	$28,964.16	300	$12,816.00	(16,148.16)
665A000	TEMPORARY SEEDING	4	ACRE	$ 932.00	$3,728.00	2.633	$2,453.96	(1,274.04)
665B001	TEMPORARY MULCHING	12	TON	$ 378.63	$4,543.56	1.5	$567.95	(3,975.62)
665E000	POLYETHYLENE	5000	SY	$ 1.75	$8,750.00	2164.44	$3,787.77	(4,962.23)
665F000	HAY BALES	250	EACH	$ 11.65	$2,912.50	96	$1,118.40	(1,794.10)
665G000	SAND BAGS	1000	EACH	$ 5.83	$5,830.00	975	$5,684.25	(145.75)

ATTACHMENT "C"
CHANGE ORDER NO. 4
PROJECTED UNDER RUN ITEMS

ITEM NUMBER	ITEM DESCRIPTION	PLAN QUANTITY	UNIT	UNIT PRICE	PRICE	TO DATE QUANTITY	TO DATE AMOUNT	Projected Underrun
665P005	INLET PROTECTION, STAGE 3 OR 4	305	EACH	$ 524.25	$159,896.25	156	$81,783.00	(78,113.25)
666A001	PEST CONTROL TREATMENT	4	ACRE	$ 236.94	$947.76	0	$0.00	(947.76)
701C005	SOLID TEMPORARY TRAFFIC STRIPE (TAPE)	4	MILE	$ 10,621.31	$42,485.24	0	$0.00	(42,485.24)
701D009	SOLID TRAFFIC STRIPE REMOVED (TAPE)	4	MILE	$ 5,592.00	$22,368.00	0.502	$2,807.18	(19,560.82)
701D013	BROKEN TRAFFIC STRIPE REMOVED	2	MILE	$ 2,912.50	$5,825.00	0	$0.00	(5,825.00)
701F003	DOTTED TEMPORARY TRAFFIC STRIPE (TAPE)	2315	LF	$ 1.17	$2,708.55	0	$0.00	(2,708.55)
701H011	DOTTED TRAFFIC STRIPE REMOVED (PLASTIC)	411	LF	$ 1.17	$480.87	100	$117.00	(363.87)
701H012	DOTTED TRAFFIC STRIPE REMOVED (TAPE)	2315	LF	$ 1.17	$2,708.55	0	$0.00	(2,708.55)
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	6158	SF	$ 6.99	$43,044.42	0	$0.00	(43,044.42)
703B002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	697	SF	$ 6.99	$4,872.03	0	$0.00	(4,872.03)
703C001	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC)	388	SF	$ 4.66	$1,808.08	1.73	$8.06	(1,800.02)
703C003	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (TAPE)	1518	SF	$ 4.66	$7,073.88	254.56	$1,186.25	(5,887.63)
703D000	TEMPORARY TRAFFIC CONTROL MARKINGS (TAPE)	1518	SF	$ 5.83	$8,849.94	0	$0.00	(8,849.94)
730F006	METAL TRAFFIC SIGNAL POLE WITH 55' MAST ARM	3	EACH	$ 4,718.99	$14,156.97	2	$9,437.98	(4,718.99)
730F008	METAL TRAFFIC SIGNAL POLE WITH 25' AND 50' MAST ARMS	1	EACH	$ 6,252.66	$6,252.66	0	$0.00	(6,252.66)
730L002	1", METALLIC, CONDUIT	120	LF	$ 11.80	$1,416.00	0	$0.00	(1,416.00)
730L003	1", NON-METALLIC, CONDUIT	1956	LF	$ 8.85	$17,310.60	1672	$14,797.20	(2,513.40)
740C000	SPECIAL CONSTRUCTION SIGNS	1329	SF	$ 16.31	$21,675.99	480	$7,828.80	(13,847.19)
740E000	CONES (36 INCHES HIGH)	250	EACH	$ 26.19	$6,547.50	122	$3,195.18	(3,352.32)
740L003	VERTICAL PANEL, TYPE I (SINGLE-SIDED)	90	EACH	$ 38.27	$3,444.30	58	$2,219.66	(1,224.64)
740M001	BALLAST FOR CONE	250	EACH	$ 0.01	$2.50	100	$1.00	(1.50)
750E112	CONDUIT, 1 INCH, RIGID NONMETALLIC	7100	LF	$ 8.71	$61,841.00	498	$4,337.58	(57,503.42)
750F011	CONDUCTOR, #8 AWG, ALUMINUM ALLOY	1200	LF	$ 2.21	$2,652.00	0	$0.00	(2,652.00)
750H005	SERVICE POLE	6	EACH	$ 2,359.49	$14,156.94	0	$0.00	(14,156.94)
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	1260	LF	$ 53.09	$66,893.40	0	$0.00	(66,893.40)
SP-009	DIRECTIONAL BAR TILE	2384	LF	$ 21.39	$50,993.76	2382	$50,950.98	(42.78)
301E008	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED	1630	TON	$ 67.12	$109,405.60	68	$4,564.16	(104,841.44)
710A031	Special Const Signs with Business Logo	240	SF	$ 47.81	$11,474.40	20	$956.20	(10,518.20)
750F040	Conductor, 1/0 THWN Cu	5000	LF	$ 4.81	$24,050.00	4184	$20,125.04	(3,924.96)
750F041	Conductor, #1 THWN Cu	11000	LF	$ 4.29	$47,190.00	9294	$39,871.26	(7,318.74)
750F042	Conductor, #2 THWN Cu	6000	LF	$ 3.85	$23,100.00	2947	$11,345.95	(11,754.05)
750F043	Conductor, #4 THWN Cu	11000	LF	$ 3.22	$35,420.00	5538	$17,832.36	(17,587.64)
750F044	Conductor, #10 THWN Cu	18000	LF	$ 2.26	$40,680.00	11002	$24,864.52	(15,815.48)
756A028	6" Electrical Conduit, 1 Line, Ty 5 Installation	1933	LF	$ 70.78	$136,817.74	0	$0.00	(136,817.74)
756A029	8" Electrical Conduit, 1 line, Type 5 Installation	350	LF	$ 104.00	$36,400.00	248	$25,792.00	(10,608.00)
				SUBTOTAL:				(2,843,404.49)

ATTACHMENT "D"
2018-3005-01 BROAD STREET TIGER REHAB PH I & II

NEW ITEMS

ITEM #	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
641AU	6" TEMPORARY HDPE WATER LINE	LF	383	$ 76.53	$ 29,310.99
645G	4" SANITARY SEWER CLEANOUT	EA	25	$ 1,137.50	$ 28,437.50
424D	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE E	TON	350	$ 210.08	$ 73,528.00
				TOTAL	$ 131,276.49

ATTACHMENT "E"
2018-3005-01 BROAD STREET TIGER REHAB PH I & II

PROFESSIONAL SERVICES

PROVIDER	DESCRIPTION		AMOUNT
YOUNGS'S TREE SERVICE	Expert Inspection of Historic Oaks	$	2,300.00
YOUNGS'S TREE SERVICE	Expert Inspection of Historic Oaks	$	11,500.05
IDS CONCRETE CUTTING	Saw-cutting underlying concrete slab between lanes	$	7,080.00
		$	28,311.68
		$	30,408.07
TK PEAVY (sub)	3364.1 sf OF Stamped & Stained Concrete	$	72,174.28
BAY LANDSCAPING	Placement of Specialty Plants	$	3,714.75
	TOTAL	$	155,488.83

ATTACHMENT "F"
2018-3005-01 BROAD STREET TIGER REHAB PH I & II

UNUSED MATERIALS

ITEM DESCRIPTION		COST
VARIOUS PRECAST BOXES AND ACCESSORIES	$	30,408.07
2 DOGHOUSE MANHOLES	$	20,345.00
VARIOUS UNUSED INLET BOXES W/GRATES & ACC	$	36,911.60
	$	**87,664.67**

NEEL-SCHAFFER

November 7, 2022

Mr. Cody Reed, PE
Project Manager – Engineer III
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

VIA EMAIL

RE: Project Number 2018-3005-01
COM TIGER Broad Street Rehab Phases I & II

Dear Mr. Reed

In reference to the above project, supporting documentation is being submitted for Supplemental Agreement #4 for your review and approval. This supplement is required to make payment for force account packages, which were needed for extra work not provided for in the original contract documents, overruns and underruns on contract pay items, and new items which were needed to complete the work. Also included was payment to the contractor for Unused Materials. These are materials that were manufactured specifically for this project, not used, and not returnable to the manufacturer. The supplement was instituted by Neel-Schaffer, Inc. on behalf of the City of Mobile. This request is made in anticipation of an approximate 10% overrun.

Neel-Schaffer, Inc recommends using this Supplemental Agreement to pay for this work because there was either not time to acquire, review, and award competitive bids or because it was obviously more economical because of the contractor already having labor and equipment on-site. The prices received for new items and the documented force account packages have been reviewed and found to be reasonable, fair, and equitable and are recommended for approval.

ATTACHMENT "A" FORCE ACCOUNT
There have been 30 force account packages to date. These packages were needed to cover design deficiencies, removal of unknown structures that conflicted with the work, preparing for and providing traffic control oversight for events such as Mardi Gras and the Azalea Trail Run, Hydro-Excavation to uncover roots in an effort to preserve historic oak trees, repair of damages by others, and work added by the City of Mobile. Estimating force account packages #21 and #22, which have not been received yet, the total of force account packages total $1,358,201.23. Enclosed please find a table and the front sheets of the packages. All backup documentation for each package is in the project file. All force account documentation is in accordance with the Alabama Department of Transportation's Standard Specifications for Highway Construction, 2018 edition, section 109.04(a), and using standard ALDOT forms and guidelines.

ATTACHMENT "B" OVERRUNS
Projected final quantities resulted in the contract amount being increased by $3,119,224.72. This has been a difficult project with many conflicts due to unforeseen circumstances and design issues. The overrun items are nearly offset by underrun items.

engineers | planners | surveyors | environmental scientists | landscape architects

P: 251.471.2000 | F: 251.471.5997
851 East I-65 Service Road, Suite 1000
Mobile, AL 36606
www.neel-schaffer.com

ATTACHMENT "C" UNDERRUNS
Projected final quantities resulted in the contract amount being decreased by $2,843,404.49. This has been a difficult project with many conflicts due to unforeseen circumstances and design issues. The value of underrun items is close to that of the overrun items

ATTACHMENT "D" NEW ITEMS
There have been several instances where materials were needed which were not provided for in the planset. These items were required to complete the work and are listed on the attachment with prices.

ATTACHMENT "E" PROFESSIONAL SERVICES
Several times the services of professionals were required due to conflicts or unanticipated problems. These are listed on the attachment with pricing.

ATTACHMENT "F" UNUSED MATERIALS
Due to conflicts that have been encountered during this project, there have been materials, which were purchased by the contractor, that were unusable. These are specialty items that were produced for this specific project as required in the planset prior to bid. These items are not returnable, and they will be acquired by the City for future use on Public Works projects where they can be used.

Due to unforeseen extenuating circumstances, additional work, conflict resolution, etc., we recommend approval of Change Order #4 because it is in the best interest of the City of Mobile and the safety of the travelling public. Prices in the force accounts are for time and materials, with allowable additives. The labor and material prices were reviewed, negotiated, and are believed to be fair and equitable. Other services and work have also been scrutinized prior to approval.

- The two force account packages (21 and 22), that are estimated, have not yet been submitted by the contractor. Based on the work that was done, $10,000 is a reasonable estimate of the value of each force account. The contractor is in agreement that this is an estimate only and payment will be made based on documentation.

If you have questions or need more information, please let me know.

Sincerely,
NEEL-SCHAFFER, INC.

Jeff Hardegree
Construction Services Manager

Cc: Ms. Jennifer Greene
Mr. Charod R. Jones, PE
Mr. Thomas W. Goodman, PE
Kirby Latham, PE

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claims of Keiundra Knight and Samaya Smith

Amount of Contract:

n/a

Effective Date of Contract:

11/8/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Knight and Smith

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Knight and Smith	Resolution Letter	10/31/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/31/2022 - 12:15 PM
			11/3/2022 -

Legal	Kern, Chris	Approved	11:53 AM
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 2:33 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Keiundra Knight and Samaya Smith, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D026\P005\00111502.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Shayla Beaco, Build Mobile

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to timely process applications for work on trees in City right of way

Amount of Contract:
n/a

Effective Date of Contract:
11/22/2022

Funding Source

Project # n/a **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Sec. 65-4(c)(7) Tree Protection and Management	Ordinance	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/10/2022 - 2:16 PM
Legal	Kern, Chris	Approved	11/10/2022 - 2:39 PM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:41 PM

AN ORDINANCE TO AMEND "SECTION 65-4(c)(7) - TREE PROTECTION AND MANAGEMENT" OF THE MOBILE CITY CODE, 1991

Sponsored by: Mayor William S. Stimpson

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

SECTION ONE. Amendment.

Section 65-4(c)(7) of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

(7) The Commission shall hold regular meetings at least once each month and specially as it deems necessary in a public place open to the public in a manner conducive to public comment and preparation. If the Commission fails to conduct a regularly scheduled monthly meeting at which an application is pending, the Commission shall schedule a special meeting, to act on the pending application and conduct such other business as it deems appropriate. If the Commission fails to conduct a special meeting within ten (10) calendar days following the date of the regularly scheduled meeting, the Urban Forester, on behalf of the Commission, may act on the application. Any decision of the Urban Forester may be appealed under Section 65-4(c)(11).

SECTION TWO. Miscellaneous.

(a) The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law except to the extent of any conflict, in which case the provisions of this Ordinance shall prevail.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) The Ordinance shall be in full force and effect within the City of Mobile from and after its adoption and publication as required by law.

Adopted:

_____
CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 3:27 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor
Submitted by:	Slurp Society, LLC
Location:	Slurp Society 69 St. Michael Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5541

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 11.02.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *SLURP SOCIETY LLC*

Trade Name: SLURP SOCIETY

Location: 69 ST MICHAEL STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW
AGENDA DATE
11.15.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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P.O. Box 1151
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This business is located within the City's corporate limits.

Comments:
NEW
AGENDA DATE
11.15.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **November 3, 2022**

Re: **Application # 5541 / 69 Saint Michael St**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-6. This is to advise that a restaurant with retail liquor sales is a permitted use by right in this zoning district.

The site is located within the Downtown Development District, which exempts T-6 from parking requirements.

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

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5541 DATE NOVEMBER 15, 2022

APPLICANT SLURP SOCIETY LLC

LOCATION 69 ST MICHAEL ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

AGENDA DATE 11.15.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5541

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

SLURP SOCIETY LLC has filed application with the City of
(Name of Applicant)

020 - RESTAURANT RETAIL LIQUOR

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *SLURP SOCIETY LLC*

TRADE NAME: SLURP SOCIETY

LOCATED AT: 69 ST MICHAEL STREET MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: WINSTON E EVANS **PHONE#:** 850.378.9155

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 11.02.2022
Application No: 5541

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***SLURP SOCIETY LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
EVANS, WINSTON ERROL FL E152-885-82-342-0	MEMBER	09.22.1982 PENSACOLA FL	
PRICE, WADE ALEXANDER AL 8493972	MEMBER	01.28.1992 MOBILE AL	

Corporate information: 001-038-503 (Enter book & page or document info) Date: 08.22.2022 (Incorporation or Authority) County: ESCAMBIA FL

Trade Name ***SLURP SOCIETY***

Location 69 ST MICHAEL STREET MOBILE AL 36602

Mailing Address 3 AUDUSSON AVENUE PENSACOLA FL 32507
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO WH

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision 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 regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should 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 of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**

COUNTY OF MOBILE **TITLE** MEMBER **DATE** 11.02.2022

The undersigned SLURP SOCIETY LLC - WINSTON E EVANS

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 2nd day of November Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person WINSTON E EVANS E-mail: WINSTONEVANS1982@GMAIL.COM

Phone Number: Home: 850.378.9155 Cell: 850.378.9155 Bus: 850.378.9155

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 46 License premises includes patio area *NO*

Square Footage 1300

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
EVANS, WINSTON ERROL FL E152-885-82-342-0	NONE		
PRICE, WADE ALEXANDER AL 8493972	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: _____

Lease /Property Ownership

Name of Property Owner/Lessor: ZDA LLC - DAVID ADKINS 251-476-0808

Address of Property Owner/Lessor: 3280 DAUPHIN STREET MOBILE AL 36606

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) WE

Business License & Taxes
Bill Detail

View Bill

Bill Year	2022
Bill Number	1409520
Owner Name	SLURP SOCIETY LLC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030773-0009 SHAWN S. 11/02/2022 11:26AM

BUSINESS LICENSE
SLURP SOCIETY LLC
123403
2022 Item: 1409520
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal **50.00**
Total **50.00**

CASH 50.00

Change due **0.00**

Paid by: SLURP SOCIETY LLC

Thank you for your payment

CUSTOMER COPY

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): SLURP SOCIETY, LLC

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) WINSTON ERROL EVANS

Social Security # _____ Race: WHITE Sex: (✓)M ( )F

Driver License # _____ State FL

Title (*i.e. Owner, President, Member*) OWNER

Date of Birth 09 / 22 / 1982

Place of Birth ESCAMBIA *County* FL *State* USA *Nation*

Present Address: _____ *Street Address (Apt#)* _____ *City* _____ *State* _____ *Zip Code* 32507

Length of Time at Address: 12 YEARS Home# 850 378-9155 Cell# 850-378-9155

****

Full Name (*First, Middle, Last*) WADE ALEXANDER PRICE

Social Security # _____ Race: WHITE Sex: (✓)M ( )F

Driver License # _____ State AL

Title (*i.e. Owner, President, Member*) OWNER

Date of Birth 01 / 28 / 92

Place of Birth MOBILE *County* AL *State* USA *Nation*

Present Address: _____ *Street Address (Apt#)* _____ *City* _____ *State* _____ *Zip Code* 36604

Length of Time at Address: 1 year Home# 251-442-4803 Cell# 251-442-4803

INFORMATION SHEET

Contact Person: WINSTON EVANS **Phone #:** (850)378-9155

Business Name: SLURP SOCIETY

Corporation Name: SLURP SOCIETY, LLC

Business Address: 69 SAINT MICHAEL STREET MOBILE, AL 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? YES **Building seating capacity:** 48

Does the premises have a fully equipped and operational kitchen? YES

Is the place of business habitually used to serve food to the public? YES

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building 1300

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social____; Patriotic____; Political____; Athletic____.**
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221005140007304

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: SLURP SOCIETY **Filing Fee:** $50.00

Applicant: SLURP SOCIETY LLC **Transfer Fee:**

Location Address: 69 SAINT MICHAEL STREET MOBILE, AL 36602

Mailing Address: 69 SAINT MICHAEL STREET MOBILE, AL 36602

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: L22000369686

Do you sell Draft Beer?:

Date Incorporated: 08/22/2022 **State incorporated:** FL **County Incorporated:** ESCAMBIA

Date of Authority: 09/06/2022

Federal Tax ID: 88-3948131 **Alabama State Sales Tax ID:** r011534046

Name:	Title:	Date and Place of Birth:	Residence Address:
WINSTON ERROL EVANS E152885823420 - FL	MEMBER	09/22/1982 PENSACOLA FL	
WADE ALEXANDER PRICE 8493972 - AL	MEMBER	01/28/1992 WEST PALM BEACH FL	

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: WADE PRICE
Business Phone: 251-442-4803
Fax:

Home Phone: 251-442-4803
Cell Phone: 251-442-4803
E-mail: CHEFWADEPRICE@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221005140007304

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ZDA LLC 251-367-8538
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1300 Display Square Footage:
Building seating capacity: 46 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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221005140007304

Initial each — **Signature page**

WE — In reference to law violations, I attest to the truthfulness of the responses given within the application.

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

WE — 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.

XXX — 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.

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

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

WE — 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.

WE — 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.

WE — 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): WINSTON EVANS

Signature of Applicant: [signature]

Notary Name (print): Sandy Dunham

Notary Signature: Sandy Dunham Commission expires: 9/17/25

Application Taken: 10/5/22 **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:**

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
WADE PRICE		NONE		
WINSTON EVANS		NONE		

I certify that the above information is correct and true.

Signature & Title

Date: 11/2/2022

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: DAVID ADKINS

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 1029 ESPLANADE AVE. APT 21 NOLA 70116

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FORM A

Name: WINSTON EVANS Account #

Business Name: SLURP SOCIETY, LLC

Business Location and Tax ID No.: 109 SAINT MICHAEL STREET R011534046 (STATE) 83-3948131 (FEDERAL)
MOBILE, AL 36602

For Official Use Only	FORM A
Citizenship status confirmed by	Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, WINSTON EVANS *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 10/25/2022

Declarant's Signature

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

CHARGES AND DISPOSITIONS AS CODED HEREIN REFLECT STANDARDIZED UNIFORM OFFENSE AND DISPOSITION CLASSIFICATIONS FOR COMPUTERIZED CRIMINAL HISTORY RECORDS. MORE DETAILED AND SPECIFIC INFORMATION MAY BE AVAILABLE FROM CONTRIBUTORS. FDLE DOES NOT WARRANT THAT THESE RECORDS ARE COMPREHENSIVE OR ACCURATE, ONLY THAT THIS RECORD CONTAINS ALL INFORMATION ON THE SUBJECT THAT THE DEPARTMENT HAS RECEIVED AND IS PRESENTLY AUTHORIZED BY LAW TO DISSEMINATE.

REPORT FOR null BATCH 20221011001

THE FOLLOWING RECORD IS ASSOCIATED WITH TRANSACTION: 000001
CONTROL NBR: NAME: EVANS, WINSTON E

--FLORIDA CCH RESPONSE--
FC.DLE/06711398.PUR/P.ATN/C00079504/SHIELD
SID NUMBER: 06711398 PURPOSE CODE: Public Record Checks

Because additions or deletions may be made at any time, a new copy should be requested when needed for future use.

- Florida Criminal History -

IDENTITY SECTION

State ID
06711398

DEMOGRAPHICS

Name	Date of Birth	Social Security Number
EVANS, WINSTON	09/22/1982	
Sex	**Race**	**Place of Birth**
Male	White	Unknown
Hair Color	**Eye Color**	
Unknown	Unknown	

Address
3 NW GILYLAND, PENSACOLA, Florida

Cycle 1

Date of Arrest	02/02/2007		
Charge	001		
Arresting Agency ORI	FL0170100		
Arresting Agency Name	Pensacola Police Department		
AON Description	Shoplifting		
Statute	Level	Degree	
812.015.2	Misdemeanor	1st Degree	
Statute Description	SHOPLIFTING		
Offense Literal	PETIT FROM MERCHANT 2ND OR SUBSQ OFF		
Charge Count	1		
Judicial Charge	001-1		
Arrest Charge Status	Charge Resulted From Arrest		
Judicial Agency ORI	FL017023J		
Judicial Agency Name	Escambia County Clerk of Court		
Uniform Case Number	172007MM020800XXXAXX		
Sequence Number	1		
Prosecution Prosecution			
Charge Status	Amended		
PON Description	Larc		
Offense Literal	PETIT THEFT FIRST OFFENSE		
Statute	Level	Degree	
812.014.3a	Misdemeanor	2nd Degree	
Statute Description	OTHER THEFT		
Charge Count	1		
Counsel Type	Self		
Final Action Taken	Filed		
Final Decision Date	02/20/2007		
Court			
Court Charge Status	Same		
CON Description	Larc		
Offense Literal	PETIT THEFT FIRST OFFENSE		
Statute	Level	Degree	
812.014.3a	Misdemeanor	2nd Degree	
Statute Description	OTHER THEFT		
Charge Count	1		
Trial Type	Non Jury		
Final Plea	Nolo Contendre		
Final Action Taken	Adjudication Withheld		
Final Decision Date	06/11/2007		
Sentence			
Sentence Type	N/A - Not Applicable		
Sentence Imposed Date	06/11/2007		
Sentence Sequence Number	0		
Confinement Type	Not Applicable		

This record contains Florida information only. When explanation of a charge or disposition is needed, communicate directly with the agency that contributed the record information.

This record may only be used for the purpose requested as defined by the Code of Federal Regulations and/or Florida Statute.

As mandated by Florida Statute 119.071(5), full social security numbers are no w exempt from public disclosure and may be disclosed only to governmental enti ties and certain commercial entities (upon a showing of business necessity as defined by the law). FDLE will, however, release the last four digits of the s ocial security number. Example: XXX XX 1234.

End of record

--END--

STATE OF FLORIDA
COUNTY OF

Administrator
Criminal History Services
Florida Dept. of Law Enforcement
Sworn and subscribed before me by means of physical presence

FORM A

Name: Wade Price Account #

Business Name: Staff Society

Business Location and Tax ID No.: Mobile, Al, RD1153404 6 (STATE) 88-3948131 (FEDERAL)

For Official Use Only	FORM A
Citizenship status confirmed by	Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Wade Price *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 10/24/22

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

September 30th, 2022

Dear Mr. Price,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXX[redacted] STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN
NAME:[redacted]DER
SOC:593199448
ABI RESULT:NON-IDENT
SID

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

Slurp Society, LLC

2. The date the Certificate of Formation was filed: 09 / 06 / 2022 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 038 - 503 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

001-038-503 DLL

Date	10/25/2022
Time	11:33:17
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 10 / 25 / 2022 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*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 Certificate** 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). **Agent information will NOT be changed with an amendment**.

5. 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.

10 / 25 / 2022
Date (MM/DD/YYYY)

Winston Evans
Signature as required by 10A-5A-2.04

Owner
Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name	Entity ID
Slurp Society, LLC	
Type	**Formation Date**
Limited Liability Company (LLC)	2022-09-06

Members and Addresses

Original

Member	Street Address	Mailing Address
Winston Evans	)7	

Amended

Member	Street Address	Mailing Address	
Winston Evans			(No change)
Wade Price			(Added)

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

Date of this notice: 08-30-2022

Employer Identification Number:
88-3948131

Form: SS-4

Number of this notice: CP 575 A

SLURP SOCIETY LLC
SLURP SOCIETY
% WINSTON E EVANS MBR
69 SAINT MICHAEL ST
MOBILE, AL 36602

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 88-3948131. 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	10/31/2022
Form 940	01/31/2023
Form 1065	03/15/2023

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.

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an FULL SERVICE RESTAURANT
(Type of business)

SLURP SOCIETY, LLC
(Name of applicant whether individual, corporation, etc.)

69 SAINT MICHAEL STREET
(Location address for application)

Mobile AL. 36602
City State Zip

1,300 sq ft.
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

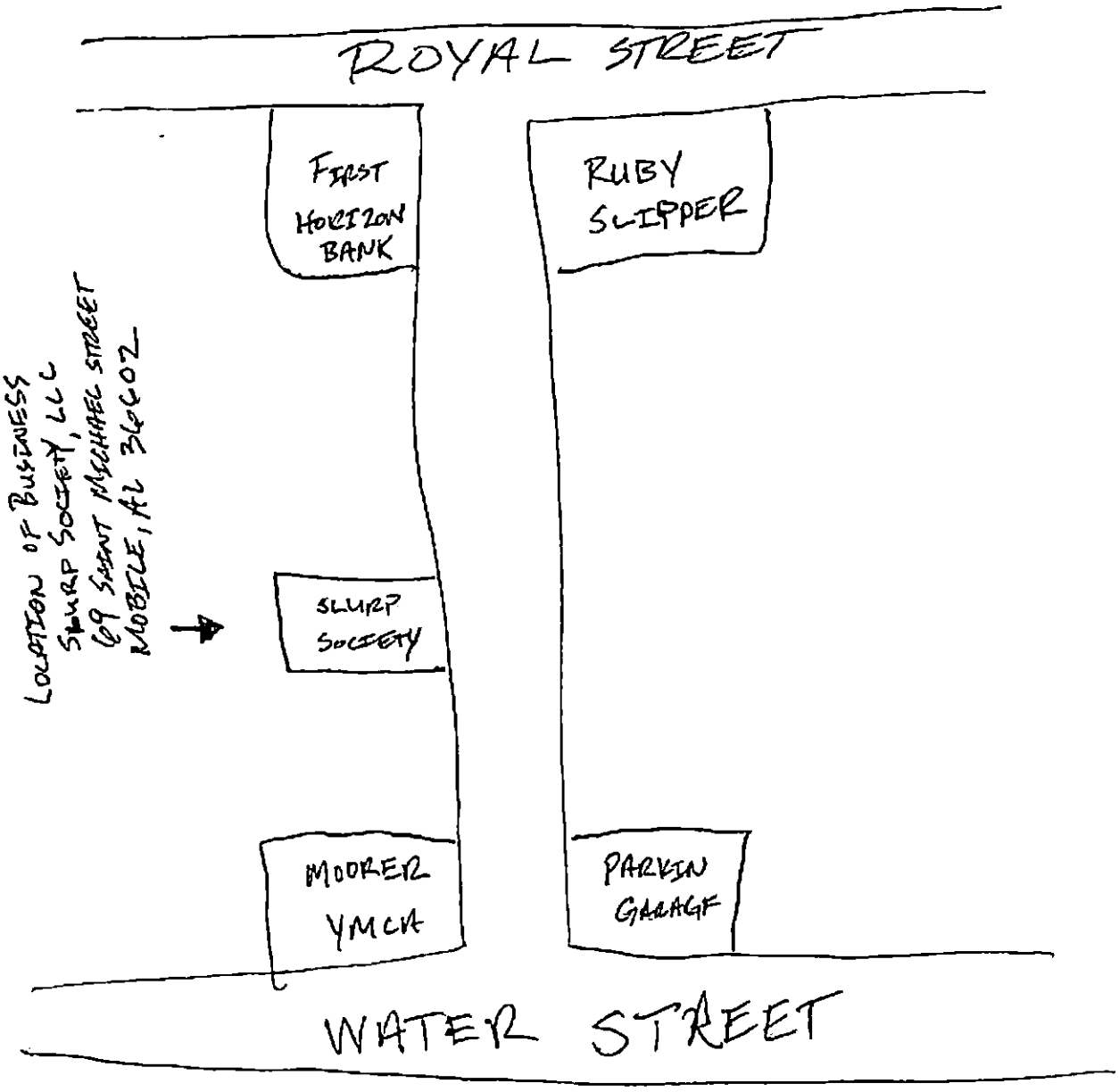
URBAN DEVELOPMENT DEPARTMENT

Zoning T-6 Parking Provided N/A

Parking Required N/A Compliance: X* Yes _____ No

A. Logan Anderson 10/26/2022
(Signed by Urban Development Dept) Date

*The site is within the Downtown Development District, which exempts T-6 from parking requirements.


ROYAL STREET
FIRST HORIZON BANK
RUBY SLIPPER
LOCATION OF BUSINESS
SLURP SOCIETY, LLC
69 SAINT MICHAEL STREET
MOBILE, AL 36602
SLURP SOCIETY
MOORER YMCA
PARKIN GARAGE
WATER STREET

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

Legally Described as: COMM AT SE COR OF N ROYAL ST & ST MICHAELS ST & RUN ELY ALG S/L OF ST MICHAELS ST 166.3 FT TO POB TH CONT ELY ALG S/L OF ST MICHAELS ST 20.5 FT TH RUN WLY 20 FT TH RUN

The above described property is ( ) owned, (x) leased, ( ) sub-leased, or otherwise surrendered to **Slurp Society, LLC** who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 2nd day of November, 20 22.

MARY C. NELSON NOTARY PUBLIC ALABAMA STATE AT LARGE

Mary C Nelson
Notary Public

August 08, 2023
My Commission Expires

12/2/22
Property Owner Date

11/2/2022
Licensee Date

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE

THIS LEASE is made this 29 day of August, 2022 by and between ZDA, LLC. ("Landlord") and Slurp Society, LLC ("Tenant").

WITNESSETH: That the Landlord does hereby demise and let unto the Tenant the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon ("Premises"):

1. DESCRIPTION: 69 Saint Michael Street, Mobile, AL 36602, Containing approximately 1,300 Sq Ft.

Legally described as: COMM AT SE COR OF N ROYAL ST & ST MICHAEL ST & RUN ELY ALG S/L OF ST MICHAEL ST 166.3 FT TO POB TH CONT ELY ALG S/L OF ST MICHAEL ST 20.5 FT TH RUN SLY 63.6 FT TH RUN WLY 20 FT TH RUN

2.TERM: For continuous use and occupancy by the Tenant as a restaurant and for no other different use or purpose, for and during the term of 21 months, beginning on the 1st day of September, 2022, and ending on the 31st day of May 2024.

IN CONSIDERATION WHEREOF, the Tenant promises and agrees to pay the Landlord, or Agent, at the Office of Agent, a fixed minimum rent for the Premises for years 2 and 3 to Two Thousand Three Hundred Ninety-One Dollars and 00/100 ($2,391.00) per month based on the current tax and insurance costs. For the Base year of this Lease the Taxes are currently $1,671/yr. and insurance is currently $2,900/yr.

Rent due payable to Merrill P. Thomas Co., Inc. at 3280 Dauphin St. Ste C Mobile, AL 36606 on the 1st day of each month

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

3. SECURITY: Tenant has deposited with Landlord the sum of Dollars Two Thousand Three Hundred Ninety-One Dollars and 00/100 ($2,391.00) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Landlord may be required to expend by reason of Tenant's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Landlord. In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant without interest, after the expiration of the lease and delivery of entire possession of the Premises to Landlord.

4. LATE CHARGE In addition to all other payments provided for in this lease, Tenant shall be assessed with and shall pay a late charge, for each rental installment which is delinquent for ten (10) days or more of $ 100

5. POSSESSION: The Landlord covenants that the Tenant on paying the fixed minimum rent, and additional rent reserved, if any ("rent"), and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the Premises. However, the Landlord shall not be liable for the failure or inability of the Tenant to obtain possession of the Premises provided the Landlord shall exercise due diligence to place the Tenant in possession.

6. AGENCY AND COMMISSIONS: In consideration of Agent's services in negotiating this Lease, Landlord agrees to pay Agent, a commission of 10% of the gross rents and additional rents payable during the term of this lease and any extensions, renegotiations, or renewals thereof; said commission to be paid as and when rents are paid by Tenant and, regardless of where, when or by whom said rents may actually be collected. Additionally, Agent agrees to furnish the services of its organization for the rental operation and management of the Premises. Agent is hereby authorized to collect all rental due hereunder and to withhold therefrom, before remitting to Landlord, the amount due Agent as such commission.

7.ALTERATIONS: Tenant will make no alterations in or to the Premises and will not paint any part of the improvements thereon without the written consent of the Landlord or Agent, except as otherwise herein provided, and in no event shall Tenant paint sprinkler heads, if sprinkler system exists on the Premises.

8. ADDITIONAL TENANT'S DUTIES: Tenant will replace all plate and other glass, if and when broken, and will replace all keys lost or broken, keep the roof, gutters and downspouts clean, and will pay all bills for sewer, water, light and gas used on the Premises, and will keep the interior of the Premises, together with all electrical, plumbing (above or below the ground), elevators, heating, air conditioning, sprinkler systems, and other mechanical installations and/or systems therein, and interior ceilings, in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Tenant's neglect. However, air conditioning systems that require repairs that the exceed $500 per occurrence shall be borne by Landlord provided Tenant provide evidence of routine maintenance of such unit. Should Tenant fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Tenant, the Landlord may do and undertake the same, after two days' written notice, and the Tenant will pay the Landlord the costs and expenses thereof, together with interest hereon at the highest legal rate, not to exceed 15% per annum, upon demand, and any sum thus due from Tenant to Landlord by virtue hereof shall be secured as additional rent under the terms of this lease.

Tenant shall maintain the Premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Tenant shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the Premises.

9. LANDLORD RELEASED. Landlord shall not be liable for any losses or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of elevators, heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, or plumbing, or any of them, nor shall Landlord be liable for any damage to any property on the Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

10. ORDINANCES AND NUISANCES: Tenant will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation in so far as the Premises and the streets and highways bounding the same are concerned, and the Tenant will not by any act, or omission, render the Landlord liable for any violation thereof. Tenant will not commit any waste of the Premises, or permit the same to be done, and will take good care of the Premises at all times. If the Premises, or any part thereof, consist of first floor space, adjacent upon the street, or alley, the Tenant will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save harmless the Landlord from all damages or claims for damages for failure so to do. Tenant shall not conduct or permit any activity on the Premises which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners.

11. OVERLOADING: Tenant will not overload the building, or its floors, roof, walls or elevators and shall be liable for all damages to the Premises or other consequences of overloading and Tenant assumes the further responsibility to determine the extent to which the Premises may be used without violating this provision.

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

11/22/22
Date

Owner of Property (Signature)

David Adkins
Print Name of Property Owner

69 St Michaels St
Address

Mobile	**AL**	**36602**
City	State	Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

11/2/2022
Date

Applicant's Signature

Winston Evans
Print Name of Applicant

32507

City State Zip

Public Hearing on Application for Alcohol Licenses

A. 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 governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. 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.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5541
Business Name	SLURP SOCIETY LLC
Company DBA	SLURP SOCIETY
Business Address	69 ST MICHAEL STREET 36602
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	11.02.2022
Agenda Meeting Date	11.15.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/15/2022

Funding Source

Project # 607 Petit Avenue - ME-042-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 607 Petit Avenue	Cover Memo	11/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/9/2022 - 5:25 PM
City Clerk	Gauthier, Lana	Approved	11/10/2022 - 12:12 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **607 PETIT AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **607 PETIT AVENUE** described as:

LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 103

Last Assessed to: TERRY LULA GAMBLE, JOHNNY GAMBLE, ELLA GAMBLE WILMER, TONY GAMBLE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 8, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 15, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **607 PETIT AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **TERRY LULA GAMBLE, JOHNNY GAMBLE, ELLA GAMBLE WILMER, TONY GAMBLE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 027 103
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

607 PETIT AVE

Property Details

PARCEL KEYX	00700842	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	63	SCORE DISCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-13-22

Voted 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/08/2022

Property Address: 607 Petit Avenue **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

NOTICE
NOV 07 2022 12:37

NOV 07 2022 12:48

NOV 07 2022 12:48

NOV 07 2022 12:48

NOV 07 2022 12:48

NOV 07 2022 12:48

NOV 07 2022

Affidavit of Mailed Notice

November 8, 2022

State of Alabama
County of Mobile

Subject Property – 607 PETIT AVENUE.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **19** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Ella Gamble Wilmer
2502 Philpot Avenue
Selma, AL 36703-1939

September 22, 2022

RE: **607 Petit Avenue**
Project Number: ME-042-22

Dear Ella Gamble Wilmer:

On September 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 607 Petit Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 103

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 6, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 6, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 6, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 6, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on November 15, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 607 Petit Avenue Date: August 16, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 18, 2022

Per the Title Report, the owners are: Ella Gamble Wilmer, Johnny Gamble, Tony Gamble, Joseph Gamble, Jr., Latosha Brown, Heirs at law and next of kin of Lula Gamble Terry, deceased. Heirs at law and next of kin of Nellie Gamble Hale, deceased. Heirs at law and next of kin of Rosetta Gamble Brown, deceased. Heirs at law and next of kin of Marcus Brown, deceased. The death date and heirs of law for Marcus Brown are unknown. The heirs at law for Lula Gamble Terry are unknown.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Ella Gamble Wilmer 2502 Philpot Ave Selma AL 36703-1939	Fee Simple Owner Phone number 334-872-1113
2	Johnny Wilmer 2502 Philpot Ave Selma AL 36703-1939	Son to Ella Wilmer (elderly)
3	Latosha Brown 3600 Renaissance Cir Atlanta GA 30349-1042	Heir/daughter of Rosetta Gamble deceased 5/17/2016 Phone number 770-728-5070
4	Bernard Hale PO Box 180905 Mobile AL 36618-0905	Heir/Son of Nellie Gamble Hale deceased 12/16/2009 Phone number 251-377-4390
5	Bernard Hale 1901 Pallister Pl W Mobile AL 36618-2220	Secondary Address

6	Johnny A Hale 2304 Roberta Dr Mobile AL 36617-2566	Heir/Son of Nellie Gamble Hale deceased 12/16/2009 Phone number 251-545-9860
7	Jeremy A Hale 2304 Roberta Dr Mobile AL 36617-2566	Heir/Son of Nellie Gamble Hale deceased 12/16/2009
8	Seretha M Gamble 10608 Parkview Ave Cleveland OH 44104-4912	Heir/ Wife of Johnny Gamble deceased 02/27/2020 Phone number 216-229-6010
9	Joseph Gamble, Jr 19617 Longbrook Rd Cleveland OH 44128-2762	Fee Simple Owner Phone number 216-561-0483 Phone number 216-224-8675 Phone number 216-556-2764
10	Joseph Gamble, III 19617 Longbrook Rd Cleveland OH 44128-2762	Son to Joseph Gamble (elderly) Phone number 216-561-0483 Phone number 216-224-8675 Phone number 216-556-2764
11	Tony Gamble 1457 Virginia St Mobile AL 36604-1853	Fee simple owner Possibly Deceased 04/01/2021/No obit Available Phone number 251-458-4841
12	Annie Louise Gamble 1457 Virginia St Mobile AL 36604-1853	Heir/Wife of Tony Gamble

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

13	Maison De Ville Apartments 3920 Berwyn Dr S Mobile AL 36608	Maison De Ville Apartments vs Latosha Brown bk 7064 pg 807 recorded 8/19/2013
14	Internal Revenue Service 820 S University Blvd Mobile, AL 36609	IRS vs Bernard Hale bk 6705 pg 1763 recorded 10/5/2010

15	United States District Court Southern District of Alabama 155 St. Joseph Street Mobile, AL 36602	Department of Justice vs Bernard D Hale bk 6956 pg 1699 recorded 11/16/2012
16	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Bernard D Hale Instrument number 2022005596 recorded 1/25/2022
17	Internal Revenue Service 820 S University Blvd Mobile, AL 36609	IRS vs Bernard Hale Instrument number 2019049737 recorded 8/26/2019
18	United States District Court Southern District of Alabama 155 St. Joseph Street Mobile, AL 36602	Department of Justice vs Johnny A. Hale bk 6956 pg 1698 recorded 11/16/2012
19	Progressive Insurance ATTN: Processing PO Box 31260 Tampa FL 33631-3260	Progressive vs Marcus Christopher Brown Recorded 3/22/2011 bk 6761 pg 970

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Terry Lula Gamble, Johnny Gamble, Ella Wilmer, etc.
Recorded 7/6/2022 instrument number 2022045618

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/15/2022

Funding Source

Project # 357 Rylands Lane f/k/a Street - ME-049-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 357 Rylands Lane f/k/a Street	Cover Memo	11/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/9/2022 - 5:22 PM
City Clerk	Gauthier, Lana	Approved	11/10/2022 - 12:12 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **357 RYLANDS LANE F/K/A STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **357 RYLANDS LANE F/K/A STREET** described as:

LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 232

Last Assessed to: DAVIS MELISSA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 8, 2022

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 15, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **357 RYLANDS LANE F/K/A STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DAVIS MELISSA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 002 232
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

357 RYLANDS ST

Property Details

PARCEL KEYX	00801975	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Lafayette Heights
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-11	COMMENTS	

Property Score

SCORE	73	SCORE DISCRIPTION	Demo

Notes

IC BURN

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 6-22-22

Voted 4-0-1 For Demolition (Historic Abstained)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/08/2022

Property Address: 357 Rylands Lane f/k/a Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

NOV 01 2022 12:06

NOTICE
NOV 07 2022

NOV 07 2022 13:01

Jeep
NOV 07 2022 12:07

NOV 07 2022 12:07

Affidavit of Mailed Notice

November 8, 2022

State of Alabama
County of Mobile

Subject Property – 357 RYLANDS LANE F/K/S STREET.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Vaddie Charles
Joseph Roper
1704 Sigler Avenue
Mobile, AL 36605-4247

September 22, 2022

RE: **357 Rylands Lane f/k/a Street**
Project Number: ME-049-22

Dear Joseph Roper:

On September 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 357 Rylands Lane f/k/a Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 14 THOMAS MOODY ESTATES AS REC IN DBK 70/169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 232

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **November 6, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 6, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 6, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 6, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on November 15, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 357 Rylands Street Date: August 29, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 6, 2022

Per the Title Report, the owner is: Heirs of Vaddie Charles (DOD 03/20/2012)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Joseph Roper 1704 Sigler Ave Mobile AL 36605-4247	Heir (son of Vaddie Charles) Phone number 251-408-8604
2	Katherine D Roper 2513 Pineway Dr S Mobile AL 36605-5224	Heir (daughter of Vaddie Charles) Phone number 251-518-1598 Phone number 251-623-4850
3	Katherine or Joseph Roper 357 Rylands St Mobile AL 36603-5419	Subject Address

TAX STATUS: STATE TAX DEED INTEREST

4	Melissa Davis 1508 Eslava St Apt A Mobile AL 36604-1954	Tax Deed Interest Holder through Quit Claim recorded 9/1/2020 Instrument number 20200054099

Parties with recorded liens per Title Report:

5	Alabama Medicaid Liens Division P. O. Box 5624 Montgomery, AL 36103-5624	Medical Lien recorded 11-10-2011 instrument number 2011059717 bk 68321 pg 184

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Melissa Davis recorded 7/6/2022 instrument number 2022045598

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/15/2022

Funding Source

Project # 604 Titi Street - ME-059-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	11/9/2022 - 5:24 PM
City Clerk	Gauthier, Lana	Approved	11/10/2022 - 12:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	8 Cases
Council District 2	William Carroll	11 Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Scott Jones	3 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1636

Effective Date of Contract:

11/15/2022

Funding Source

Project # Weed Lien Group 1636 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1636	Cover Memo	11/9/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 3:45 PM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **November 9, 2022**

SUBJECT: WEED LIEN GROUP **1636**

Attached, please find Assessment Lists for Weed Lien Group Number **1636** 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): 11/15/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 12/20/2022

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

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

NUISANCE PHOTOS (DATED): 11/17/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 12/1/2022

LEGAL NOTICE ADS: 12/7/2022-12/14/2022

POSTING DATE: 12/13/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1636	Res. No.
10/25/2022	LOTS TO BE DECLARED	58-
12/20/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	2905 Pages Lane	27200	22239		1	
2	200 Cuba St	21226	22240		2	
3	2440 Ridge Rd N	20909	22241		1	
4	254 N Pine St	21756	22242		2	
5	2862 Pages Lane	29664	22244		1	
6	1612 Roach St	27578	22245		1	
7	1825 St Charles Ave	27619	22246		1	
8	1402 Pecan St	28781	22247		2	
9	1101 Bay Ave	21783	22248		3	
10	163 Kennedy St	19392	22249		2	
11	161 Kennedy St A	27805	22250		2	
12	607 Petit Ave	29557	22251		1	
13	662 Stimrad Rd	28912	22252		2	
14	660 Stimrad Rd	28914	22253		2	
15	609 Petit Ave	29560	22254		1	
16	630 Stimrad Rd	28911	22255		2	
17	0 Crystal Ct N	30101	22256		6	
	Par No. (28 09 32 1 000 001.053)					
18	0 Crystal Ct N	30103	22257		6	
	Par No. (28 09 32 1 000 001.061)					
19	0 Crystal Ct N	30104	22258		6	
	Par N. (28 09 32 1 000 001.062)					
20	616 Petit Ave	29568	22259		1	
21	0 Stimrad Rd/628 Stimrad Rd	28910	22260		2	
	Par No. (29 02 44 0 017 049.XXX)					
22	0 Stimrad Rd/624 Stimrad Rd	28909	22261		2	
	Par No. (29 02 44 0 017 048.XXX)					
23	666 Stimrad Rd/1858 Reddy St	27753	22262		2	
	Par No. (29 02 44 0 017 057.XXX)					
				$ -		

District total for this group		Numbers of lots cut	
1	8	1	
2	11	2	
3	1	3	
4	0	4	
5	0	5	
6	3	6	
7	0	7	
	23		0

*ADD Added in from other Groups

*CBC Cut By Contractor

*CBO Cut By Owner

*UDL Undeveloped Lot

*N/A Taken out by Inspector

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH PURCHASING FOOD BOXES FROM FEEDING THE GULF COAST TO HELP FAMILIES AND SENIORS IN THE COMMUNITY

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - YORKTOWN BAPTIST CHURCH	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/10/2022 - 1:09 PM

60- 2022

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

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,500.00** to Yorktown Baptist Church, from his discretionary funds*; and

WHEREAS, *Yorktown Baptist Church* is an Alabama non-profit religious 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 *Yorktown Baptist Church to assist with purchasing food boxes from Feeding the Gulf Coast to help families and seniors in the community*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Yorktown Baptist Church for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSSIT WITH THE PURCHASE OF A TABLE FOR ITS ANNUAL LUNCHEON ON NOVEMBER 16, 2022

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-03 / 10041020-42080	**Discretionary Funds** DSC-03
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/10/2022 - 12:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL GIVING $2,500.00
COUNCILMEMBER JOEL DAVES GIVING $1,500.00
COUNCILMEMBER GINA GREGORY GIVING $2,500.00
TOTAL $6,500.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS "SEMINAR AND DEMONSTRATION VENUE TO BE HELD MARCH 23RD THRU 26TH, 2023 THAT WILL TAKE PLACE ON PROVIDENCE CAMPUS

Amount of Contract:

$6,500.00

Funding Source

Project # DSC-02 / 10041020-42200; DSC-05 / 10041020-42080 & DSC-07 / 10041020-42080	**Discretionary Funds** DSC-02; DSC-05; & DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PROVIDENCE FOUNDATION FOR ITS FESTIVAL OF FLOWERS	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
		11/10/2022 -

Accounting	Daniels, Bettye	Approved	1:02 PM

60- 2022

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

Sponsored by: *Councilmember William Carroll*
Councilmember Joel Daves
Councilmember Gina Gregory

WHEREAS, *Councilmember Carroll wishes to appropriate* ***$2,500.00;*** *Councilmember Daves wishes to appropriate* ***$1,500.00*** *and Councilmember Gregory wishes to appropriate* ***$2,500.00 (TOTAL $6,500.00****) to Providence Foundation for its Festival of Flowers, from their discretionary funds*; and

WHEREAS, *Providence Foundation* 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 *Providence Foundation will be used for their annual Festival of Flowers "Seminars and Demonstration Venue" to be held March 23th thru 26th, 2023 that will take place on Providence Campus,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$6,500.00*** *to Providence Foundation for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel for various City locations.

General fund.

Amount of Contract:
Total of all is $389,326.57

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20221108 Agenda Package Fuel POs	Cover Memo	11/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 9:06 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1857	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,168.02	(279229) PETROLEUM TRADERS CORPORATION
1858	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,168.02	(279229) PETROLEUM TRADERS CORPORATION
1860	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,168.02	(279229) PETROLEUM TRADERS CORPORATION
1847	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.255	(279229) PETROLEUM TRADERS CORPORATION
1848	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1849	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION

1850	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1851	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1852	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1853	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1854	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1855	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1856	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00001857-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8225.00 GALLON	2.69000	22125.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22125.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8225.00 EACH	0.00520	42.77
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.77

Bill To	Requisition 00001857-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22168.02

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22168.02	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001857-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001858-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8225.00 GALLON	2.69000	22125.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22125.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8225.00 EACH	0.00520	42.77
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.77

Bill To	Requisition 00001858-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22168.02

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22168.02	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001858-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001860-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8225.00 GALLON	2.69000	22125.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22125.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8225.00 EACH	0.00520	42.77
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.77

Bill To	Requisition 00001860-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22168.02

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22168.02	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001860-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001847-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001847-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001847-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001848-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001848-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001848-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001849-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001849-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001849-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001850-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001850-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001850-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001851-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001851-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001851-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001852-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001852-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001852-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001853-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001853-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001853-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001854-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001854-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001854-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001855-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001855-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001855-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001856-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001856-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 32282.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001856-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
GASOLINE & DIESEL FUEL Amendment #2

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
180000000002-999-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
12/30/2022

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
AUTAUGA, GASOLINE, 8,200 > GALLONS	180000000002-999-1-1	0.00	Gallon
AUTAUGA, DIESEL, 7,500 > GALLONS	180000000002-999-1-2	0.00	Gallon

Item Name	Product Code		UOM
BALDWIN, DIESEL, 7,500 > GALLONS	180000000002-999-1-3	0.00	Gallon
BARBOUR, GASOLINE, 8,200 > GALLONS	180000000002-999-1-4	0.00	Gallon
BARBOUR, DIESEL, 7,500 > GALLONS	180000000002-999-1-5	0.00	Gallon
BIBB, GASOLINE, 8,200 > GALLONS	180000000002-999-1-6	0.00	Gallon
BLOUNT, GASOLINE, 8,200 > GALLONS	180000000002-999-1-7	0.00	Gallon
BLOUNT, DIESEL, 7,500 > GALLONS	180000000002-999-1-8	0.00	Gallon
BULLOCK, GASOLINE, 8,200 > GALLONS	180000000002-999-1-9	0.00	Gallon
BULLOCK, DIESEL, 7,500 > GALLONS	180000000002-999-1-10	0.00	Gallon
BUTLER, GASOLINE, 8,200 > GALLONS	180000000002-999-1-11	0.00	Gallon
BUTLER, DIESEL, 7,500 > GALLONS	180000000002-999-1-12	0.00	Gallon
CALHOUN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-13	0.00	Gallon
CALHOUN, DIESEL, 7,500 > GALLONS	180000000002-999-1-14	0.00	Gallon
CHAMBERS, DIESEL, 7,500 > GALLONS	180000000002-999-1-15	0.00	Gallon

1 2 3 4 5 6 7 ›

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

Final

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

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40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

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MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

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40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Relya Gill Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To consolidate funds by transferring $67,500.00 from Capital Project #C0626 Pole Barn-Mounted Unit to C0634 Mounted Unit-New Training Facility.

Funding Source

Project # C0634 Mounted Unit-New Training Facility **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Police Mounted Unit-New Training Facility	Cover Memo	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	11/4/2022 - 9:21 AM
Legal	Kern, Chris	Approved	11/10/2022 - 10:45 AM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:23 PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $67,500.00 be transferred from Capital Project #C0626 Pole Barn-Mounted Unit in the Alabama Municipal Trust Fund (Fund 2010) to Capital Project #C0634 Mounted Unit-New Training Facility.

These funds are being consolidated in an effort to prioritize construction of the Mounted Unit-Training Facility and better manage the costs.

Adopted: _____

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson, Councilman C.J. Small

Purpose and Scope of Project:

This contract is between the City of Mobile and Chris Brewer Contracting, Inc. to administer the Demolition of the Ziebach Waste Water Treatment Plant. The funding for the Demolition of the Ziebach Waste Water Treatment Plant is allocated from CIP by the City of Mobile for $484,027.75.

This project is the first step in preparing to transform the site into part of the Perch Creek Preserve, which will serve as a series of interconnected recreational parks at the south. The park masterplan repurposes a portion of the structures into restrooms, lookouts with vistas of Mobile Bay, and elements of the park structure.

Amount of Contract:

$484,027.75

Effective Date of Contract:

11/15/2022

Funding Source

Project # Demolition of Decomissioned Ziebach Waste Water Treatment Plant; 2022-2045-04

Discretionary Funds N/A

Project String C00432

Contract Number:4139

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $0

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	11/9/2022

Resolution	Resolution Letter	11/9/2022
Capital Sheet	Backup Material	11/9/2022
Contract	Backup Material	11/9/2022
Bonds and Insurance	Backup Material	11/9/2022
Revised Capital Summary Sheet	Cover Memo	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	11/9/2022 - 6:03 PM
Capital	Rhodes, Brenda	Approved	11/10/2022 - 11:13 AM
Legal	Kern, Chris	Approved	11/10/2022 - 11:42 AM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:22 PM

November 9, 2022

To Whom It May Concern:

Attached to this memo is a contract between the City of Mobile and Chris Brewer Contracting, Inc. to administer the Demolition of the Ziebach Waste Water Treatment Plant. The funding for the Demolition of the Ziebach Waste Water Treatment Plant is allocated from CIP by the City of Mobile for $484,027.75.

This project is the first step in preparing to transform the site into part of the Perch Creek Preserve, which will serve as a series of interconnected recreational parks at the south. The park masterplan repurposes a portion of the structures into restrooms, lookouts with vistas of Mobile Bay, and elements of the park structure.

We look forward to continued communication on this important CIP funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson
Councilman C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Chris Brewer Contracting, Inc.
Project Name:	Ziebach Waste Water Treatment Plant – Demolition COM Project No. 2022-2045-04
Cost:	$484,027.75

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

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

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

Chris Brewer Contracting, Inc.
P. O. Box 70211
Mobile, Alabama 36607

City of Mobile Business License No.: 071970
Secretary of State Registration No.: 239-704

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

Ziebach Waste Water Treatment Plant - Demolition (Project No 2022-1045-04)
4612 Park Rd
Mobile, Alabama 36605

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

Moffatt & Nichol, Inc.
11 North Water Street, Suite 20220
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

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

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

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

Init.
/

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User Notes: (1883647854)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than ninety (90) calendar days from the date of commencement of the Work.

(Table deleted)
(Paragraph deleted)

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User Notes: (1883647854)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred and Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($ 484,027.75), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$370,027.75
Contingency Allowance:	$114,000.00
Total Contract Sum:	$484,027.75

§ 4.2 Alternates

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

Item		Price
100A	Stockpile Trickle Filter Stone Aggregate (CREDIT)	(1,500.00)
	TOTAL	(1,500.00)

(Table deleted)
(Paragraphs deleted)
§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

1001	Allowance – Flowable Fill	150 CY	$300/CY	$45,000.00
1002	Allowance – Imported & Placed Backfill Material	1,000 CY	$10/CY	$19,000.00
N/A	Contingency Allowance			$50,000.00
	TOTAL			$114,000.00

Contingency Allowance: One Hundred and Fourteen Thousand Dollars and no cents ($114,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1003 Demolition of Asphalt Pavement	SY (4,210 SY)	$6.75
1004 Demolition of Concrete Pavement	SY (1,500 CY)	$6.75
1013 Junction Box / Manhole Demolition	EA (11 EA)	$3,000.00
1014 Remove Manhole, Drainage Box	EA (4 EA)	$2,500.00
1016 4" thru 8" Piping Removal	LF (800 LF)	$18.00
1017 10" thru 15" Piping Removal	LF (100 LF)	$22.00
1018 18" thru 24" Piping Removal	LF (100 LF)	$25.00
1019 30" thru 42" Removal	LF (100 LF)	$35.00
1020 42" flowable fill pipe plug	EA (1 EA)	$750.00
1021 36" flowable fill pipe plug	EA (14 EA)	$600.00
1022 24" flowable fill pipe plug	EA (7 EA)	$500.00

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User Notes: (1883647854)

1023 18" flowable fill pipe plug	EA (7 EA)	$400.00
1024 Silt Fence	LF (1,165 LF)	$5.25
1025 Temporary Seeding	AC (2.8 AC)	$2,200.00
1026 Permanent Seeding	AC (2.8 AC)	$2,600.00
1028 Imported Topsoil Material Placement (4")	SY (418 SY)	$8.75
1029-1034 Imported Material Placement	CY (2,748.5 CY)	$19.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect/Engineer not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect/Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect/Engineer receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect/Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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User Notes:
(1883647854)

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect/Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Engineer/Owner and the project accepted.

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§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents); and
- Any additional close out requirements per the contract documents
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Chris Brewer Contracting, Inc. has completed the contract for ZIEBACH WASTE WATER TREATMENT PLANT - DEMOLITION (2022-2045-04), Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Programs & Project Management Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Project Manager will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Project Manager.)*

N/A

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§ 6.2 Binding Dispute Resolution

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise. The method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner with thirty (30) days written notice to the Contractor. In the event of termination, the Contractor shall be compensated for services performed prior to termination.

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Programs and Project Management Department
P. O. Box 1827
Mobile, Alabama 36633-1827

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

Randall Carter
Chris Brewer Contracting, Inc.
P. O. Box 70211
Mobile, Alabama 36607
randall@chrisbrewercontracting.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth below:

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The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor form claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury & Property Damage	$1,000,000 combined single limit

4. Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit shall apply on a "Per Project" Basis.

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E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below

F. Broad Form Property damage Coverage, including Completed Operations.

G. Personal Injury Liability, with employee's exclusions removed.

H. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged 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.

I. Explosion and Collapse Hazard:
Included or X Not Applicable.

J. Underground Hazard:
Included or X Not Applicable.

5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury & Property damage	$1,000,000 combined single limit

6. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

7. Builder's Risk Coverage: The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

9. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

11. "In Rem" endorsement.

12. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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Certificates of insurance acceptable to the Owner shall be filed with the Owner within seven (7) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Project Manager and Moffatt and Nichol, Inc. (Consultant) as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Other provisions:

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Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
G-001	COVER SHEET	08-16-22
G-002	NOTES	08-16-22
G-003	ABBREVIATIONS AND LEGEND	08-16-22
V-100	SURVEY PLAN	08-16-22
V-101	SUBDIVISION PLAN	08-16-22
V-102	EXISTING CONDITIONS PLAN	08-16-22
V-103	AS-BUILT WWTP	08-16-22
CE-001	EROSION CONTROL NOTES	08-16-22
CE-103	INITIAL ESPC PLAN	08-16-22
CE-104	FINAL ESPC PLAN	08-16-22
CD-105	DEMOLITION PLAN	08-16-22
CG-106	GRADING PLAN	08-16-22
C-501	SECTIONS AND DETAILS	08-16-22
C-502	SEDIMENT AND EROSION CONTROL DETAILS	08-16-22
C-503	SEDIMENT AND EROSION CONTROL DETAILS	08-16-22
CE-301	PRIMARY CLARIFIER	08-16-22
CE-302	TRICKLE FILTER	08-16-22
CE-303	FINAL CLARIFER	08-16-22
CE-304	OFFICE BUILDING	08-16-22
CE-305	OFFICE BUILDING	08-16-22
CE-306	CONTACT CHAMBER	08-16-22
CE-307	CONTACT CHAMBER	08-16-22
CE-308	CONTACT CHAMBER	08-16-22
CE-309	CONTACT CHAMBER	08-16-22
CE-310	OUTFALL BOX	08-16-22
CE-311	ELECTRICAL SITE PLAN	08-16-22
CE-312	COMMINUTOR (TO REMAIN)	08-16-22
CE-313	DEGRITTER (TO REMAIN)	08-16-22
CE-314	HEADWORKS (TO REMAIN)	08-16-22
CE-315	DIGESTER (TO REMAIN)	08-16-22
CE-316	SHOP – CO2 (TO REMAIN)	08-16-22
CE-317	SHOP – CO2 (TO REMAIN)	08-16-22

.4 Specifications

Section	Title	Date
DIVISION 01	GENERAL	
Section 01100	Definition of Bid Items	8-17-22
Section 01 10 00	Summary of Work	8-17-22
Section 01 14 00	Testing Laboratory Services	8-17-22

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Section 01 33 00	Submittals	8-17-22
Section 01 35 43	Environmental Procedure	8-17-22
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Section 01 70 00	Contract Closeout	8-17-22
DIVISION 2	SITEWORK	
Section 02 22 40	Fill and Backfill	8-17-22
Section 02 41 00	Demolition	8-17-22
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.5 Addenda, if any:

Number	**Date**

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

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Table deleted)

§ 9.2 [ ] Supplementary and other Conditions of the Contract:

Document	**Title**	**Date**	**Pages**

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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BID SUBMITTAL DOCUMENTS

Bid Bond
Bid Form
Sales Tax Form C-3A
Subcontracting and Major Supplier Plan

CONTRACT DOCUMENTS

Performance Bond
Labor and Material Payment Bond
E-Verify
Certificate of Insurance and Builder's Risk Policy

§ 9.2.2 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.3 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

City of Mobile

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
William S. Stimpson, Mayor City of Mobile	Chris Brewer, President Chris Brewer Contracting, Inc.
(Printed name and title)	*(Printed name and title)*

ATTEST:

City Clerk

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Ziebach Waste Water Treatment Plant - Demolition
4612 Park Rd.
Mobile, Alabama 36605
Project No 2022-2045-04

THE OWNER:
(Name, legal status and address)
City of Mobile
Programs & Project Management
P. O. Box 1827
Mobile, Alabama 36633-1827

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

THE ARCHITECT:
(Name, legal status and address)
Moffatt & Nichol, Inc.
11 North Water Street, Suite 20220
Mobile, Alabama 26602

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.1.2 ~~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.~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.~~ site, as may be required. 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.

§ 2.2.4 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.

§ 2.2.5 ~~Unless otherwise provided in the Contract Documents, the~~ The Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~up to ten copies of the drawings and specifications as required for Contractor's execution of the Work. Any additional sets of documents that the contractor desires for construction of the Project will be issued to contractor at actual printing and handling costs.

§ 2.3 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 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.

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§ 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 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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.

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§ 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 authorized by the Architect in accordance with Sections 3.12.8 or 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.~~them.

3.4.4 The Contractor's or his 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 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 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 Contractor on the Bid Form (Section 00410).

§ 3.5 WARRANTY

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.

§ 3.6 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.

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§ 3.7 ~~PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS~~
PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 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.

§ 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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~~ 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~~ 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.

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§ 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, ~~promptly~~ within ten (10) business days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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

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upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule,~~ with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp 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 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor

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shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 ~~that~~ 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

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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 utilities 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. "Architect" may also designate the Licensed Designer of the Project and may be an Engineer or Landscape Architect.

§ 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.

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

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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.

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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 subcontractors of a separate contractor.

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract,~~ The apparent low bidder, within (3) days after bids are opened shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 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. ~~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.~~

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

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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

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.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 in writing; 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 ~~shall~~ may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such 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.~~

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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.

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§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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 ten percent (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 on the Contract.

.4 Changes or Alternates provided for in 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, and the Contractor shall proceed promptly, 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

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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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall~~ may be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ allowance of 10% mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and 15% mark-up on a 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 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.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;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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

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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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

.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 a written Notice to Proceed.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the ~~Owner pending mediation and arbitration;~~ Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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.

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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 closeouts 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 s a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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.

§ 9.2 SCHEDULE OF VALUES

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

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 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 done 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,~~ 9.2., for completed portions of the Work. Such application shall be ~~notarized, if required,~~ notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such ~~as~~ copies of requisitions from ~~Subcontractors~~ subcontractors and material suppliers, and shall reflect retainage ~~if provided for in the Contract Documents~~ 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 ~~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 material 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 approve 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.

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§ 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

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Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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 or awarded by binding dispute resolution,~~ Architect, then the Contractor may, upon seven additional days' written 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 shut-down, 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.

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§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such ~~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.~~ 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed

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to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.~~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 four (4) 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 or by issuance of Change Orders affecting final completion,~~ 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 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 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; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 revision. 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 or the Contractor's Subcontractors or Sub-subcontractors; 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.

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§ 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 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 owners and users of adjacent sites and utilities.

§ 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 (other than damage or loss insured under property insurance required by the Contract Documents)~~ 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, except damage or loss 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, 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.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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.

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§ 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 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 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.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 ~~shall indemnify~~ 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 ~~shall~~ may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, ~~other than to the Work itself,~~ because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the Owner named as an additional insured. Contractor shall submit a Certificate of Insurance and a supplemental Attachment for Certificate of Insurance 25-2 (7/90), AIA Document G715, Insurance companies listed as the "Companies Affording Coverage"

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shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation and Employer's Liability Insurance: - Statutory-amount and coverage as required by law of place in which the Work is performed.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

.3 The 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; or
C.	Bodily Injury & Property Damage	$1,000,000 combined single limit

4. Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically Items 11.1.1.8.3G herein below
E. Broad Form Property damage Coverage, including Completed Operations.
F. Personal Injury Liability, with employee's exclusions removed.
G. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged 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.
H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
I. Underground Hazard:
Included or ☒ Not Applicable.

5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry until the Contract is completed. Comprehensive Automobile Liability Coverage for Bodily Injury and property Damage in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury & Property damage	$1,000,000 combined single limit

6. Excess Liability: $2,000,000 limit

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7. Builder's Risk Coverage. The Contractor shall carry for the Owner, himself, and all Subcontractor's a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrications or erection of any equipment.

8. A Surety authorized to do business in the State of Alabama shall furnish the required insurance.

9. The ACCORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. best Company, Inc., if the bid price exceeds $50,000.00

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages 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. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 ~~Unless otherwise provided, the Owner~~ The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional ~~deductibles.~~ deductibles (See 11.1.1 Supplement Builder's Risk Coverage). Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner~~ Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

~~§ 11.3.3 LOSS OF USE INSURANCE~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable~~

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~~conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

~~§ 11.3.7 WAIVERS OF SUBROGATION~~

~~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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The ~~Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising ~~thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~thereunder.

§ 11.4.2 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.

11.4.3. The Labor and Material Payment Bond and Performance Bond shall each be for one hundred percent (100%) of the Contract price if the Contract Price is greater than $10,000.00

1. Cost of the bonds shall be included in the bid.

2. Bonds shall be submitted with the executed agreement on provided form(s).

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3. Power of Attorney is required for both bonds.

4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

5. A Surety licensed to do business in the State of Alabama must execute the bonds.

6. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.

7. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

8. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

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

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

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

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors 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 the ~~place where the Project is located except that, 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 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 such 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 such 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 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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

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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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

13.5.7 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 B102-2007 as amended by the Owner and is available to Contractor on request.

13.5.8 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.

§ 13.6 INTEREST

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.~~

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.8.1 As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

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2. Between Substantial Completion and Final Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event snot later than the date of issuance of the final Certificate for Payment; and

3. After Final Payment. As to acts or failures to act occurring after the relevant date of the final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

13.9.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of ~~such termination, along with reasonable overhead and profit on the Work not executed.~~termination.

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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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated ~~by written 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 must 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, reasonable 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been

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rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker~~ 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.

§ 15.2.3 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 such 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 ~~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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 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~~

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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 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

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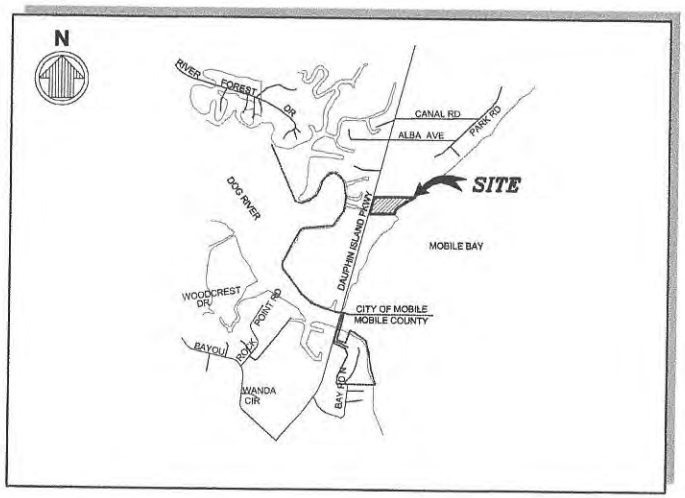
ZIEBACH WWTP DEMOLITION

PROJECT NO. 2022-2045-04
PARK ROAD
MOBILE BAY, ALABAMA



VICINITY MAP
SCALE: NTS

CONTACTS:

CITY OF MOBILE
MS. EMMA COCHRAN, PROJECT MANAGER
PO BOX 1827
MOBILE, AL 36633-1827
PH: (251) 208-1084
EMAIL: EMMA.COCHRAN@CITYOFMOBILE.ORG

ENGINEERING CONSULTANT
MR. ERIC GRANRUD, P.E.
11 N. WATER ST., SUITE 20220
MOBILE, AL 36602
PH: (225) 610-1934
EMAIL: EGRANRUD@MOFFATTNICHOL.COM

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INDEX NO.	SHEET NO.	SHEET TITLE
1	G-001	COVER SHEET
2	G-002	NOTES
3	G-003	ABBREVIATIONS AND LEGEND
4	V-100	SURVEY PLAN
5	V-101	SUBDIVISION PLAN
6	V-102	EXISTING CONDITIONS PLAN
7	V-103	AS-BUILT WWTP
8	CE-001	EROSION CONTROL NOTES
9	CE-103	INITIAL ESPC PLAN
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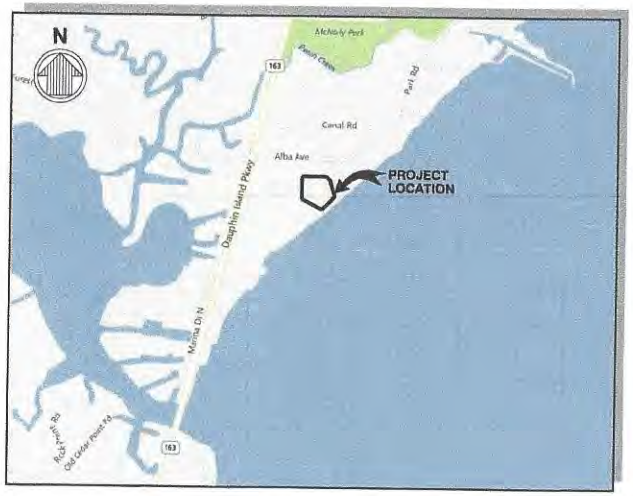
16	CE-301	PRIMARY CLARIFIER
17	CE-302	TRICKLE FILTER
18	CE-303	FINAL CLARIFIER
19	CE-304	OFFICE BUILDING
20	CE-305	OFFICE BUILDING
21	CE-306	CONTACT CHAMBER
22	CE-307	CONTACT CHAMBER
23	CE-308	CONTACT CHAMBER
24	CE-309	CONTACT CHAMBER
25	CE-310	OUTFALL BOX
26	CE-311	ELECTRICAL SITE PLAN
27	CE-312	COMMINUTOR (TO REMAIN)
28	CE-313	DEGRITTER (TO REMAIN)
29	CE-314	HEADWORKS (TO REMAIN)
30	CE-315	DIGESTER (TO REMAIN)
31	CE-316	SHOP - CO2 (TO REMAIN)
32	CE-317	SHOP - CO2 (TO REMAIN)

PROJECT ADDRESS:
4601 Park Road, Mobile, AL 36618
Parcel # R023213400001026



LOCATION PLAN
SCALE: NTS

Digitally signed by Eric Granrud
Date: 2022.08.17 14:27:33 -05'00'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

COVER SHEET

Designed by: EGRANRUD
Drawn by: PMCOUAME
Checked by: EGRANRUD
Submitted by: ERIC GRANRUD, P.E. ALABAMA No. 36459
Date: 08-16-22
Job No.: 10436 - 00
Drawing Scale:
Plot scale: 1:1 (0 INCH)

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 36459 ERIC J. GRANRUD SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 32

File: Q:\BR\10536_Mobile Bay Shore HM, City of Mobile\0536_CAD_Active_Demo\Set\10456G-001 - Plotted: 8/17/2022 1:39 PM by EGRANRUD, ERIC - Saved: 8/17/2022 1:12 AM by EGRANRUD

GENERAL NOTES

1. THE FOLLOWING NOTES ARE NOT INTENDED TO REPLACE SPECIFICATIONS. SEE SPECIFICATIONS FOR REQUIREMENTS IN ADDITION TO GENERAL NOTES.
2. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING DEMOLITION, FABRICATION, AND CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
4. ALL INFORMATION SHOWN ON THESE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. THE CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER ANY CONDITIONS CONFLICTING WITH THE DRAWINGS. FIELD MODIFICATIONS TO THE DRAWINGS SHALL NOT BE MADE WITHOUT THE CONSENT OF THE OWNER'S REPRESENTATIVE.
5. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
6. ALL AREAS OUTSIDE THE "PROJECT LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
7. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
9. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
10. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF DEMOLITION, CONSTRUCTION, AND ERECTION OF STRUCTURAL MATERIAL IS THE CONTRACTOR'S RESPONSIBILITY.
11. THE CONTRACTOR SHALL PREPARE AS-BUILT DRAWINGS INDICATING WHERE ABANDONED IN PLACE FOUNDATIONS AND DRAINS ARE APPROXIMATELY LOCATED IN HORIZONTAL AND VERTICAL DIMENSIONS.
12. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
13. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL WORK ON THE CONTRACT DOCUMENTS INCLUDING DEMOLITION AND REMOVALS AND INSTALLATION OF ALL MATERIALS IN COMPLIANCE WITH CODES, RULES AND REGULATIONS GOVERNING SAID WORK.
15. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
3. A TRAFFIC CONTROL PLAN THRU NEIGHBORHOOD USING PUBLIC STREETS SHALL BE MUTUALLY AGREED UPON BETWEEN CONTRACTOR AND CITY OF MOBILE (OWNER).
4. THE EXISTING PUMP STATION FACILITY (OWNED AND OPERATED BY MAWSS) LOCATED WITHIN THE PROJECT SITE SHALL REMAIN OPERATIONAL AT ALL TIMES.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS ASSOCIATED WITH THE EXISTING MAWSS PUMP STATION. ANY REQUIRED IMPACT TO THE OPERATION OF THE STATION SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

DEMOLITION

1. THE CONTRACTOR SHALL PROTECT ALL FACILITIES DENOTED AS TO REMAIN IN PLACE INCLUDING THREE EXISTING STRUCTURES COMPRISED OF THE PRIMARY SLUDGE DIGESTER TANK, THE DEGRITTER / COMMINUTOR STRUCTURE AND MAINTENANCE SHOP BUILDING.
2. EXISTING SITE PAVEMENT SHALL REMAIN IN PLACE UNTIL THE SUBSTANTIAL COMPLETION OF DEMOLITION AND LAND DISTURBANCE WORK. PRIOR TO PAVEMENT DEMOLITION, THE CONTRACTOR AND CITY ENGINEER OR OWNER REPRESENTATIVE SHALL MEET IN THE FIELD TO DETERMINE THE EXACT LIMITS OF PAVEMENT TO BE DEMOLISHED AND REMOVED FROM THE SITE.
3. THE CONTRACTOR SHALL STOCKPILE AND LEAVE ONSITE ANY EXISTING AGGREGATE ROAD BASE MATERIALS IF ENCOUNTERED DURING PAVEMENT REMOVAL. THE AGGREGATE STONE SHALL BE STOCKPILED IN AN AGREED UPON LOCATION.
4. UNLESS OTHERWISE STATED, ALL DEMOLITION DEBRIS AND GENERAL CONSTRUCTION WASTE (MATERIALS) SHALL BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR IN AN APPROPRIATE AND LEGAL MANNER.
5. ALL DISPOSAL FEES, TIPPING CHARGES, HAULING, LOADING AND UNLOADING COSTS, ETC... ASSOCIATED WITH DEMOLITION SHALL BE INCLUDED IN THE PRICE OF THE CONTRACT.
6. EXISTING EXCAVATED SOIL SHALL BE USED FOR BACK FILLING PROVIDED IT MEETS THE SPECIFICATIONS. THE CONTRACTOR SHALL PERFORM QUALITY CONTROL TESTING OF BACK FILL AND BORROW MATERIAL. THE CONTRACTOR SHALL SUBMIT THE QUALIFICATIONS OF THE SOIL TESTING COMPANY WHICH WILL PERFORM THE QUALITY CONTROL TESTS. THE SOIL TESTING COMPANY SHALL HAVE A MINIMUM OF FIVE YEARS EXPERIENCE DOING RELATED WORK.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.
4. FINISHED SLOPES SHALL BE GRADED TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL PAVEMENTS AND TO PROPOSED DITCHES AND BASINS.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE NEIGHBORHOOD CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC., ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

SURVEY NOTES

1. VERTICAL DATUM (NAVD88) - ELEVATIONS SHOWN ARE APPROXIMATE ONLY. A DETAILED TOPOGRAPHIC SURVEY WAS NOT PREPARED FOR THE PROJECT AND THEREFORE ELEVATIONS SHALL BE CONFIRMED BY THE CONTRACTOR AND BROUGHT TO THE ATTENTION OF THE ENGINEER IF A DISCREPANCY IS FOUND.
2. HORIZONTAL DATUM - ALABAMA STATE PLANE COORDINATE SYSTEM (WEST ZONE "102") NAD 83 (86)
3. SURVEY INFORMATION IS BASED ON A FIELD SURVEY PREPARED BY ROWE ENGINEERING AND SURVEYING, INC., A HIGHLAND TECHNICAL SERVICES COMPANY, 3502 LAUGHLIN DRIVE, SUITE B, MOBILE, AL 36693.
4. BOUNDARY INFORMATION FOR PROPERTY IS BASED UPON PLAT OF SUBDIVISION PREPARED BY McCRORY WILLIAMS, INC.

ENVIRONMENTAL NOTES

1. AN ENVIRONMENTAL SITE ASSESSMENT (PHASE I & II) WAS COMPLETED FOR THE PROJECT SITE. SOIL SAMPLES TAKEN AT RANDOM LOCATIONS AROUND THE SITE WERE NOT FOUND TO CONTAIN ANY EVIDENCE OF CONTAMINATED SOILS.
2. IF REQUIRED, DISPOSAL OF HAZARDOUS OR CONTAMINATED MATERIALS, GROUNDWATER OR SOIL ENCOUNTERED SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
3. NO GEOTECHNICAL SOIL EXPLORATION WAS PERFORMED FOR THE PROJECT.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

NOTES

Sheet Reference No.
G-002
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DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

File: C:\BIM Data_Mobile Bay Sewer Pkt_City of Mobile\2580_CAD_Active_DemoSet\P2580C-002 - Permit - 8/17/2022 1:39 PM - by EDWARD.ERIC - Saved: 8/17/2022 12:16 PM by EDWARD

ABBREVIATIONS LIST

ABBREVIATIONS	DESCRIPTIONS
A	
ABBR	ABBREVIATION
ABV	ABOVE
AFF	ABOVE FINISHED FLOOR
APPROX	APPROXIMATE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE
AWS	AMERICAN WELDING SOCIETY
AWWA	AMERICAN WATER WORKS ASSOCIATION
B	
BC	BEGIN CURVE
BLDG	BUILDING
BFS	BEGIN FULL SLOPE
BNC	BEGIN NORMAL CROWN
BNS	BEGIN NORMAL SHOULDER
BOS	BOTTOM OF STEEL
BOT	BOTTOM
C	
C	CONDUIT
CATV	CABLE TELEVISION
CB	CONTAINER BERTH
CF	CUBIC FEET
CJ	CONSTRUCTION JOINT
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT OR CONDUIT ONLY
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
COORD	COORDINATES
CTR	CENTER
D	
DEG	DEGREE
DGAB	DENSE GRADE AGGREGATE BASE
DIA	DIAMETER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DWG	DRAWING
E	
EA	EACH
EC	EMPTY CONDUIT
EC	END CURVE
EF	EACH FACE
EFS	END FULL SLOPE
EG	EXISTING GROUND
EJ	EXPANSION JOINT
EL OR ELEV	ELEVATION
ELEC	ELECTRICAL
ENC	END NORMAL CROWN
ENS	END NORMAL SHOULDER
EOP	EDGE OF PAVEMENT
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EACH SIDE
EW	EACH WAY OR EXISTING WATER
EXIST	EXISTING
EXP	EXPANSION
F	
FFE	FINISH FLOOR ELEVATION
FG	FINISHED GROUND
FH	FIRE HYDRANT
FT	FOOT OR FEET
FR	FRAME
G	
GA	GAUGE
GABC	GRADED AGGREGATE BASE COURSE
GALV	GALVANIZED
GI	GRATE INLET
I	
IE	INVERT ELEVATION
INV	INVERT
J	
JB	JUNCTION BOX
JT	JOINT
K	
KSI	KIPS PER SQUARE INCH
kV	KILOVOLTS
kVA	KILOVOLT-AMPERES
kW	KILOWATTS
kWHM	KILOWATT HOUR METER
L	
LB	POUND

ABBREVIATIONS LIST

ABBREVIATIONS	DESCRIPTIONS
LF	LINEAR FEET
M	
MAX	MAXIMUM
MECH	MECHANICAL
MH	MANHOLE
MHW	MEAN HIGH WATER
MHHW	MEAN HIGHER HIGH WATER
MIN	MINIMUM
MLW	MEAN LOW WATER
MLLW	MEAN LOWER LOW WATER
MSL	MEAN SEA LEVEL
N	
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
O	
OC	ON CENTER
OD	OUTER DIAMETER
OE	OVERHEAD ELECTRICAL
P	
PL	PLATE
PNL	PANEL
P/S	PRESTRESSED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER
R	
R	RADIUS
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
REINF	REINFORCING
REQD	REQUIRED
R/W	RIGHT-OF-WAY
S	
SAN	SANITARY
SCH	SCHEDULE
SD	STORM DRAIN
SF	SQUARE FEET
SPECS	SPECIFICATIONS
SQ	SQUARE
SS	STAINLESS STEEL OR SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
STL	STEEL
STRUC	STRUCTURE OR STRUCTURAL
SGD	SUBGRADE DRAIN
T	
T&B	TOP & BOTTOM
TC	TOP OF CURB
TEMP	TEMPORARY
TOS	TOP OF STEEL
TRNSFMR	TRANSFORMER
TYP	TYPICAL
T/CONC.	TOP OF CONCRETE
T/P	TOP OF PAVEMENT
T/S	TOP OF SCALE
U	
UE	UNDERGROUND ELECTRICAL
UL	UNDERWRITERS LABORATORY
UON	UNLESS OTHERWISE NOTED
V	
V	VOLT
VERT	VERTICAL
W	
W/	WITH
WP	WORKING POINT
WWF	WELDED WIRE FABRIC

SYMBOLS LIST

SYMBOLS	DESCRIPTION
&	AND
@	AT
*	ASTERISK
L	ANGLE
°	DEGREES
'	MINUTES OR FEET
#	NUMBER OR POUNDS
%	PERCENT
"	SECONDS OR INCH

811 Know what's below. Call before you dig.

LEGEND

EXISTING

- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- POWER POLE
- EXISTING ELECTRICAL BOX/TRANSFORMER/VAULT
- +17.99 EXISTING SPOT ELEVATION
- 16 EXISTING CONTOURS
- EXISTING DROP INLET
- EXISTING FIRE HYDRANT
- EXISTING WATER VAULT
- EXISTING WATER/GAS/SEWER VALVE
- EXISTING CONTROL POINT/BENCHMARK
- UE EXISTING UNDERGROUND ELECTRICAL
- OE EXISTING OVERHEAD ELECTRICAL
- W EXISTING WATER LINE
- SD EXISTING STORM DRAINAGE PIPE
- UC EXISTING UNDERGROUND COMMUNICATIONS
- DB EXISTING DUCT BANK
- FM EXISTING FORCE MAIN
- FP EXISTING FIRE PROTECTION
- AM EXISTING AMMONIA LINE
- UNG EXISTING UNDERGROUND NATURAL GAS
- SS EXISTING SANITARY SEWER
- X EXISTING FENCE
- EXISTING TREE LINE
- ASPHALT EXISTING PAVEMENT - ASPHALT
- CONC EXISTING PAVEMENT - CONCRETE
- EXISTING CONCRETE BARRIER
- LIMITS OF CONSTRUCTION

PROPOSED

- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED SIGN
- PROPOSED POLE
- PROPOSED ELECTRICAL BOX/TRANSFORMER/VAULT
- PROPOSED HIGH MAST LIGHT POLE
- 17.99 PROPOSED SPOT ELEVATION
- 16 PROPOSED CONTOURS
- PROPOSED GRATE INLET
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VAULT
- PROPOSED WATER/GAS/SEWER VALVE
- TPXX TEST PIT
- HAXX HAND AUGER
- CXX CPT SOUNDINGS
- UE PROPOSED UNDERGROUND ELECTRICAL
- OE PROPOSED OVERHEAD ELECTRICAL
- W PROPOSED WATER LINE
- SD PROPOSED STORM DRAINAGE PIPE
- COMM PROPOSED UNDERGROUND COMMUNICATIONS
- DB PROPOSED DUCT BANK
- FM PROPOSED FORCE MAIN
- FP PROPOSED FIRE PROTECTION
- SS PROPOSED SANITARY SEWER
- X PROPOSED FENCE
- PROPOSED TREE LINE
- PROPOSED PAVEMENT - ASPHALT
- PROPOSED PAVEMENT - CONCRETE

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

ABBREVIATIONS AND LEGEND

Date: 08-16-22
MAN Project No.: 10488 - 02
Drawing Scale: As Noted
Full Scale: 1:1 (D SHEET)
Designed by: EGRAHMUD
Drawn by: ABOCKUNE/JBENTLEY
Reviewed by: EGRAHMUD
Submitted by: ERIC GRAHMUD, P.E. MOFFATT & NICHOL

moffatt & nichol

ALABAMA LICENSED No. 35439 PROFESSIONAL ENGINEER ERIC J. GRAHMUD
SEAL

Sheet Reference No.
G-003
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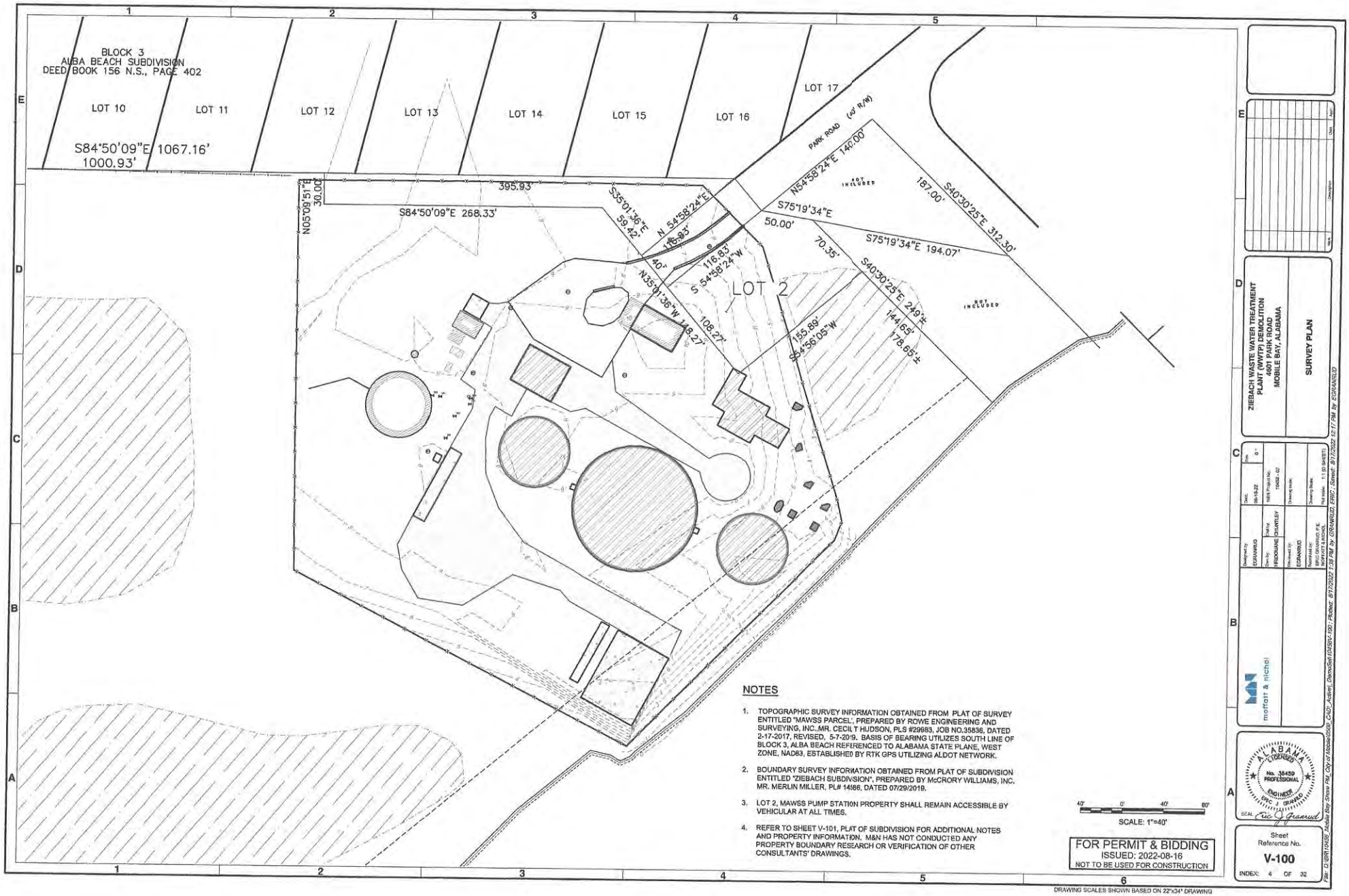

NOTES

1. TOPOGRAPHIC SURVEY INFORMATION OBTAINED FROM PLAT OF SURVEY ENTITLED "MAWSS PARCEL', PREPARED BY ROWE ENGINEERING AND SURVEYING, INC..MR. CECIL T HUDSON, PLS #29983, JOB NO.35836, DATED 2-17-2017, REVISED, 5-7-2019. BASIS OF BEARING UTILIZES SOUTH LINE OF BLOCK 3, ALBA BEACH REFERENCED TO ALABAMA STATE PLANE, WEST ZONE, NAD83, ESTABLISHED BY RTK GPS UTILIZING ALDOT NETWORK.
2. BOUNDARY SURVEY INFORMATION OBTAINED FROM PLAT OF SUBDIVISION ENTITLED "ZIEBACH SUBDIVISION", PREPARED BY McCRORY WILLIAMS, INC. MR. MERLIN MILLER, PL# 14166, DATED 07/29/2019.
3. LOT 2, MAWSS PUMP STATION PROPERTY SHALL REMAIN ACCESSIBLE BY VEHICULAR AT ALL TIMES.
4. REFER TO SHEET V-101, PLAT OF SUBDIVISION FOR ADDITIONAL NOTES AND PROPERTY INFORMATION. M&N HAS NOT CONDUCTED ANY PROPERTY BOUNDARY RESEARCH OR VERIFICATION OF OTHER CONSULTANTS' DRAWINGS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SURVEY PLAN

moffatt & nichol

ALABAMA LICENSED PROFESSIONAL ENGINEER
No. 38459
ERIC J. GRAHAM
SEAL

Sheet Reference No.
V-100
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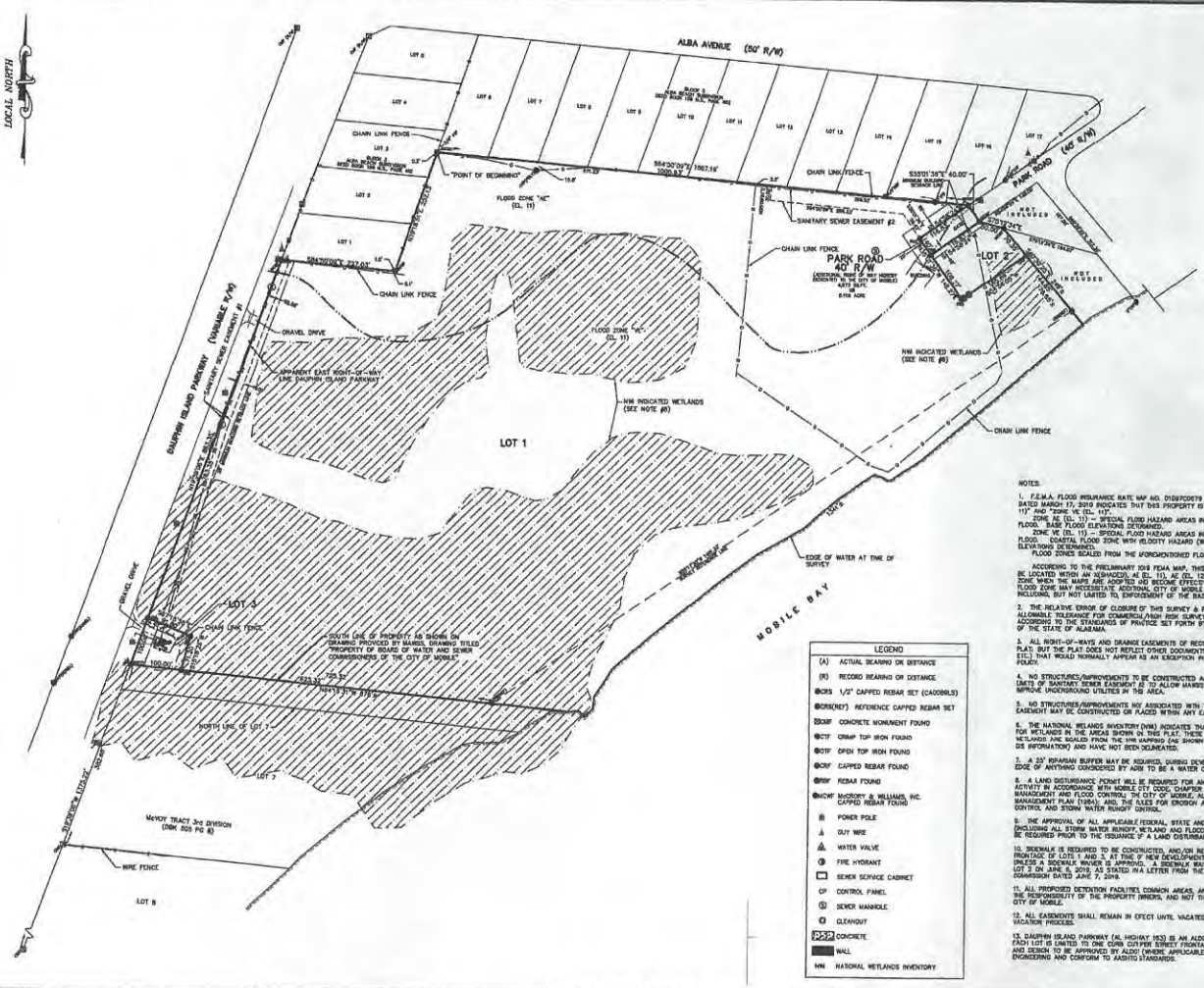
File: G:\SR\10438_Mobile Bay Sewer Pkt_City of Mobile\Dsgn_CAD_Addm_DemoSet\10438V-100 - Plotted: 8/17/2022 1:39 PM by EGRAHAM, ERIC - Saved: 8/17/2022 12:17 PM by EGRAHAM



DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 3, ALBA BEACH SUBDIVISION, AS RECORDED IN DEED BOOK 156, PAGE 402 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID BLOCK 3, ALBA BEACH SUBDIVISION, RUN S 84°50'09" E 1067.16 FEET TO A POINT ON THE SOUTH TERMINUS OF PARK ROAD; THENCE ALONG SAID SOUTH TERMINUS OF PARK ROAD, RUN S 35°01'56" E 40.00 FEET TO A POINT; THENCE RUN S 79°19'34" E 50.00 FEET TO A POINT; THENCE RUN S 40°36'25" E 249 FEET, MORE OR LESS, TO A POINT ON THE WEST MARGIN OF MOBILE BAY; THENCE RUN SOUTHWESTERLY ALONG THE MEANDERING OF SAID WEST MARGIN OF MOBILE BAY, A DISTANCE OF 1341 FEET, MORE OR LESS; THENCE RUN N 84°18'3" W 676 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE RUN N 12°37'06" E 863.35 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 1 OF THE AFOREMENTIONED BLOCK 3, ALBA BEACH SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 1, BLOCK 3, ALBA BEACH SUBDIVISION, RUN S 84°50'09" E 227.03 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH BOUNDARY OF BLOCK 3, ALBA BEACH SUBDIVISION, RUN N 18°15'01" E 253.13 FEET TO THE POINT OF BEGINNING. CONTAINING 30.06 ACRES, MORE OR LESS.

STATE OF ALABAMA:
COUNTY OF MOBILE:

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

BENJAMIN C. MILLER, JR.
ALABAMA REGISTRATION NUMBER 14566 — DATE

OWNER: BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE

CHARLES E. HYLAND, JR. - ITS DIRECTOR

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN SAID STATE, DO HEREBY CERTIFY THAT CHARLES E. HYLAND, JR., WHOSE NAME AS DIRECTOR OF THE BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE, IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, HE, AS SUCH OFFICER/REPRESENTATIVE AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS AN ACT OF SAID BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS THE 29 DAY OF July, 2019.

Donna Phillips — NOTARY PUBLIC — MY COMMISSION EXPIRES 3/29/2023

APPROVED:

MOBILE CITY PLANNING COMMISSION: Jennifer Dean 8-1-2019
SECRETARY — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEERING DIRECTOR — 07.30.19 — DATE

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0079 K, COMMUNITY NO. 015007, DATED MARCH 17, 2010 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE AE (EL. 11)" AND "ZONE VE (EL. 11)".
ZONE AE (EL. 11) – SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD. BASE FLOOD ELEVATIONS DETERMINED.
ZONE VE (EL. 11) – SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD. COASTAL FLOOD ZONE WITH VELOCITY HAZARD (WAVE ACTION). BASE FLOOD ELEVATIONS DETERMINED.
FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.

ACCORDING TO THE PRELIMINARY 2018 FEMA MAP, THIS PARCEL IS PROPOSED TO BE LOCATED WITHIN AN X(SHADED), AE (EL. 11), AE (EL. 12) AND VE (EL. 14) FLOOD ZONE WHEN THE MAPS ARE ADOPTED AND BECOME EFFECTIVE. ANY CHANGE TO A FLOOD ZONE MAY NECESSITATE ADDITIONAL CITY OF MOBILE CODE REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, ENFORCEMENT OF THE BASE FLOOD ELEVATIONS.

2. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR COMMERCIAL/HIGH RISK SURVEYS (1' IN 10,000') ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.

3. ALL RIGHT-OF-WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THE PLAT DOES NOT REFLECT OTHER DOCUMENTS (I.E., UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

4. NO STRUCTURES/IMPROVEMENTS TO BE CONSTRUCTED ABOVE GROUND WITHIN THE LIMITS OF SANITARY SEWER EASEMENT #2 TO ALLOW MANSIL TO MAINTAIN, REPAIR OR IMPROVE UNDERGROUND UTILITIES IN THIS AREA.

5. NO STRUCTURES/IMPROVEMENTS NOT ASSOCIATED WITH THE PURPOSE OF THE EASEMENT MAY BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT.

6. THE NATIONAL WETLANDS INVENTORY (NWI) INDICATES THAT THERE IS A POTENTIAL FOR WETLANDS IN THE AREAS SHOWN ON THIS PLAT. THESE LIMITS OF POSSIBLE WETLANDS ARE SCALED FROM THE NWI MAPPING (AS SHOWN ON THE CITY OF MOBILE GIS INFORMATION) AND HAVE NOT BEEN DELINEATED.

7. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

8. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE 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.

9. 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.

10. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF LOTS 1 AND 3, AT THE 9' NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED. A SIDEWALK WAIVER WAS APPROVED FOR LOT 2 ON JUNE 6, 2019, AS STATED IN A LETTER FROM THE CITY OF MOBILE PLANNING COMMISSION DATED JUNE 7, 2019.

11. ALL PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

12. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

13. DAUPHIN ISLAND PARKWAY (AL HIGHWAY 163) IS AN ALDOT MAINTAINED ROADWAY. EACH LOT IS LIMITED TO ONE CURB CUT PER STREET FRONTAGE WITH SIZE, LOCATION AND DESIGN TO BE APPROVED BY ALDOT (WHERE APPLICABLE) AND TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

LEGEND

(A)	ACTUAL BEARING OR DISTANCE
(R)	RECORD BEARING OR DISTANCE
⊕CRS	1/2" CAPPED REBAR SET (CA0008LS)
⊕CRS(REF)	REFERENCE CAPPED REBAR SET
⊡CMF	CONCRETE MONUMENT FOUND
⊕CTF	CRIMP TOP IRON FOUND
⊕OTF	OPEN TOP IRON FOUND
⊕CRF	CAPPED REBAR FOUND
⊕RBF	REBAR FOUND
⊕MCW	McCRORY & WILLIAMS, INC. CAPPED REBAR FOUND
	POWER POLE
	GUY WIRE
	WATER VALVE
	FIRE HYDRANT
	SEWER SERVICE CABINET
CP	CONTROL PANEL
S	SEWER MANHOLE
C	CLEANOUT
CONC	CONCRETE
	WALL
NWI	NATIONAL WETLANDS INVENTORY

	AREA (SQUARE FEET)	AREA (ACRES)	MINIMUM FINISHED FLOOR ELEVATION
LOT 1	1,305,668	30.04	12'
LOT 2	15,736	0.36±	12'
LOT 3	8,084	0.19±	12'

REVISION

McCrory Williams INCORPORATED
Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mail@mcwinc.com

M3712-2506

ZIEBACH SUBDIVISION

GRANT SECTION 40, T5S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=100'	DATE: Dec. 21, 2007	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

NOTES

1. THE ATTACHED SUBDIVISION PLAT IS A SCANNED IMAGE (NOT TO SCALE) AND THEREFORE SHALL NOT BE USED TO ACCURATELY MEASURE DISTANCES, ETC..
2. DRAWING PROVIDED FOR INFORMATION ONLY.

120' 0' 120' 240'
SCALE: 1"=120'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SUBDIVISION PLAN

Date: 08-19-22 — Rev: 0 -
Drawing name: NAN — Project No.: 19450 - 02
Drawn by: NA — Check: NA — Drawing date:
Approved by: NA — Drawing Scale: 1:1 (24 SHEETS)
Plot Date: 8/17/2022 1:39 PM by CBOWRUD — Plot Scale: 1:1
Path: EDC: CBOWRUD P:\C McCRORY & NICHOL

mccrory williams
3207 LAMB ST., STE 1000
BIRMINGHAM, AL 35210
205-326-3275

mccrory & nichol

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 38450 BENJAMIN C. MILLER, JR. CERTIFICATE NUMBER
SEAL — 8/17/2022

Sheet Reference No.
V-101
INDEX: 5 OF 32

File: G:\SRT\2450_Mobile Bay Shores PM, City of Mobile\dwg_CAD_Active_Demo\Set\19450V-101 - Plotted: 8/17/2022 1:39 PM by CBOWRUD, ERIC - Saved: 8/17/2022 12:16 PM by EGRAHAM

NOTES

1. THE CONTRACTOR SHALL NOTE THIS PLAN REFLECTS DIGITIZING THE EXISTING WWTP AS-BUILT CONSTRUCTION PLAN (SHEET V-103) AND THEREFORE IS NOT NECESSARILY A COMPLETE INVENTORY OF ALL ONSITE UTILITY PIPING, APPURTENANCES, STRUCTURES AND LINES. (SEE ELECTRICAL SITE PLAN SHEET CE-311 FOR ADDITIONAL BURIED UTILITIES)
2. PRIOR TO BIDDING, THE CONTRACTOR IS RESPONSIBLE FOR CONDUCTING THEIR OWN REQUIRED SITE INVESTIGATION TO REVIEW COMPLETE STRUCTURE DEMOLITION REQUIREMENTS AND PROVIDED AS-BUILT PLAN INFORMATION SO AS TO IDENTIFY AND PROPERLY BID THE REMOVAL OR ABANDONMENT OF ALL EXISTING WWTP BURIED PIPING, FITTINGS, STRUCTURES, ETC.,..
3. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING THE PROJECT'S INTENT TO DEMOLISH SURFACE AND SUBSURFACE EVIDENCE OF THE EXISTING WWTP FACILITIES IN CONCERT WITH THE SITE BECOMING A FUTURE CITY PARK.
4. LINES NOT LABELED ON THIS PLAN IN LOCATION OR SIZE ARE INTERPRETED TO CONSIST OF SMALL DIAMETER (LESS THAN 6") TREATMENT PLANT PROCESS LINES MADE OF IRON OR PLASTIC MATERIALS. THESE LINES ARE UNDERSTOOD TO GENERALLY EXIST LESS THAN 3 FEET IN DEPTH AND THEREFORE WILL BE REMOVED AS NECESSARY WHEN ENCOUNTERED DURING REMOVAL OR ABANDONMENT IN PLACE OF OTHER EXISTING LARGER DIAMETER PIPES.
5. NO EVIDENCE OF PIPES, PIECES OF PIPE MATERIALS, CONCRETE DEBRIS OR CONSTRUCTION WASITE REFUSE WILL BE ACCEPTED TO REMAIN ABOVE FINISHED GRADE AT COMPLETION OF THE PROJECT.

STRUCTURE INFORMATION

LOCATION	DESCRIPTION	AREA (S.F.)	DIMENSIONS (FT)	TOP OF WALL ELEV. *	BOTTOM ELEV. *	SEE SHEET
0	MAWSS PUMP STATION	N/A	N/A	N/A	N/A	-
1	SLUDGE / DIGESTER TANK	3,217	64' - 0"	~ 27.5	~ 4.0	-
2	PRIMARY CLARIFIER TANK	3760	69' - 2"	~ 24.8	VARIES	CE-301
3	TRICKLING FILTER TANK	11,651	121' - 9"	~ 19.0	VARIES	CE-302
4	FINAL CLARIFIER TANK	3,760	69' - 2"	~ 8.25	~ (6.8)	CE-303
5	DEGRITTER -COMMUTATOR	N/A	N/A	N/A	N/A	-
6	OFFICE BUILDING	1,729	44' - 8" x 38' - 8"	N/A	N/A	CE-304 & CE-305
7	MAINT. BUILDING / SHOP	1,254	46' - 5" x 27' - 1"	N/A	N/A	-
8	CONTACT CHAMBER	2,552	VARIES	~ 13.0	~1.7	CE-306 - CE-309
9	HEADBOX / OUTFALL BOX	VARIES	VARIES	~ 7.0	~ 0.7	CE-310
10	GRIT BOX & PIT	VARIES	VARIES	N/A	N/A	CE-311

(#) ~ NEGATIVE ELEVATION

* INFORMATION BASED UPON ORIGINAL PLANT CONSTRUCTION PLANS AND DETAILS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING AND INCLUDING COMPLETE REMOVAL OF STRUCTURE WITHIN BID AS REQUIRED BY DEMOLITION PLAN.

N

EXISTING CURB AND GUTTER

ABOVE GROUND POWER LINE

WATERS EDGE (AT TIME OF SURVEY)

WWTP PLANT LAYOUT KEY:

BUILDINGS / TANKS / STRUCTURES

0. MAWSS PUMP STATION ("ACTIVE" PROTECT)
1. SLUDGE DIGESTER TANK (TO REMAIN)
2. PRIMARY CLARIFIER TANK CE-301
3. TRICKLING FILTER TANK CE-302
4. FINAL CLARIFIER TANK CE-303
5. DEGRITTER / COMMINUTOR (TO REMAIN)
6. OFFICE BUILDING CE-304 & CE-305
7. MAINTENANCE BUILDING / SHOP (TO REMAIN)
8. CONTACT CHAMBER CE-306, CE-307, CE-308 & CE-309
9. HEAD BOX / OUTFALL BOX CE-310
10. DECANTING GRIT BOX / HEADWORKS CE-310

MISCELLANIOUS FEATURE KEY:

11. SEWER MANHOLES (TYPICAL 48" DIAM.)
12. SEWER MANHOLES (SPECIAL)
13. JUNCTION BOX
14. ABOVE GROUND GAS PIPING
15. VALVES (SIZE VARIES)
16. CLEANOUTS (SIZE VARIES)
17. DRAINAGE BOX
18. WATER VALVE BOX (T.B.V.)
19. CHAINLINK FENCE

PIPE LOCATION KEY:

20. 6"-8" DIAM. PIPE (LOCATION FROM RECORDS)
21. 36" DIAM. PIPE, 57 LF
22. 36" DIAM. PIPE, 105 LF
23. 36" DIAM. PIPE, 22 LF
24. 36" DIAM. PIPE, 22 LF
25. 36" DIAM. PIPE, 38 LF
26. 36" DIAM. PIPE, 33 LF
27. 36" DIAM. PIPE, 25 LF
28. 24" DIAM. PIPE, 11 LF
29. 24" DIAM. PIPE, 44 LF
30. 24" DIAM. PIPE, 186 LF
31. 18" DIAM. PIPE, 127 LF
32. 18" DIAM. PIPE, 100 LF
33. 18" DIAM. PIPE, 112 LF
34. 18" DIAM. PIPE, 94 LF
35. 18" DIAM. PIPE, 84 LF
36. 18" DIAM. PIPE, 58 LF
37. 42" DIAM. PIPE, 92 LF
38. 24" DIAM. PIPE, 22 LF
39. PIPE CONTINUATION UNKNOWN

(LOCATION FROM RECORDS PLANS)

40. 8" DIAM. PIPE, 140 LF (BY RECORD)
41. 8" DIAM. PIPE, 53LF (BY RECORD)
42. 8" DIAM. PIPE, 69 LF (BY RECORD)
43. 8" DIAM. PIPE, 84 LF (BY RECORD)
44. 8" DIAM. PIPE, 111 LF (BY RECORD)
45. 8" DIAM. PIPE, 210 LF (BY RECORD)
46. 8" DIAM. PIPE, 72 LF (BY RECORD)
47. 8" DIAM. PIPE, 92 LF (BY RECORD)
48. 6" DIAM. PIPE, 122 LF (BY RECORD)
49. ABOVE GROUND TANK
50. ABOVE GROUND FM CONNECTION VALVE (TO REMAIN)

30' 0' 30' 60'

SCALE: 1"=30'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

EXISTING CONDITIONS PLAN

Designed by: EDRAHRUD
Drawn by: FERDOUNE EHENTLEY
Reviewed by: EDRAHRUD
Submitted by: ERIC DRAHRUD P.E. MAFFATT & NICHOL
Date: 08-16-22
Drawing Scale: 1:1 (22"x34" SHEET)

maffatt & nichol

ALABAMA LICENSED No. 38450 PROFESSIONAL ENGINEER ERIC J. DRAHRUD
SEAL: Eric J. Drahrud

Sheet Reference No.
V-102
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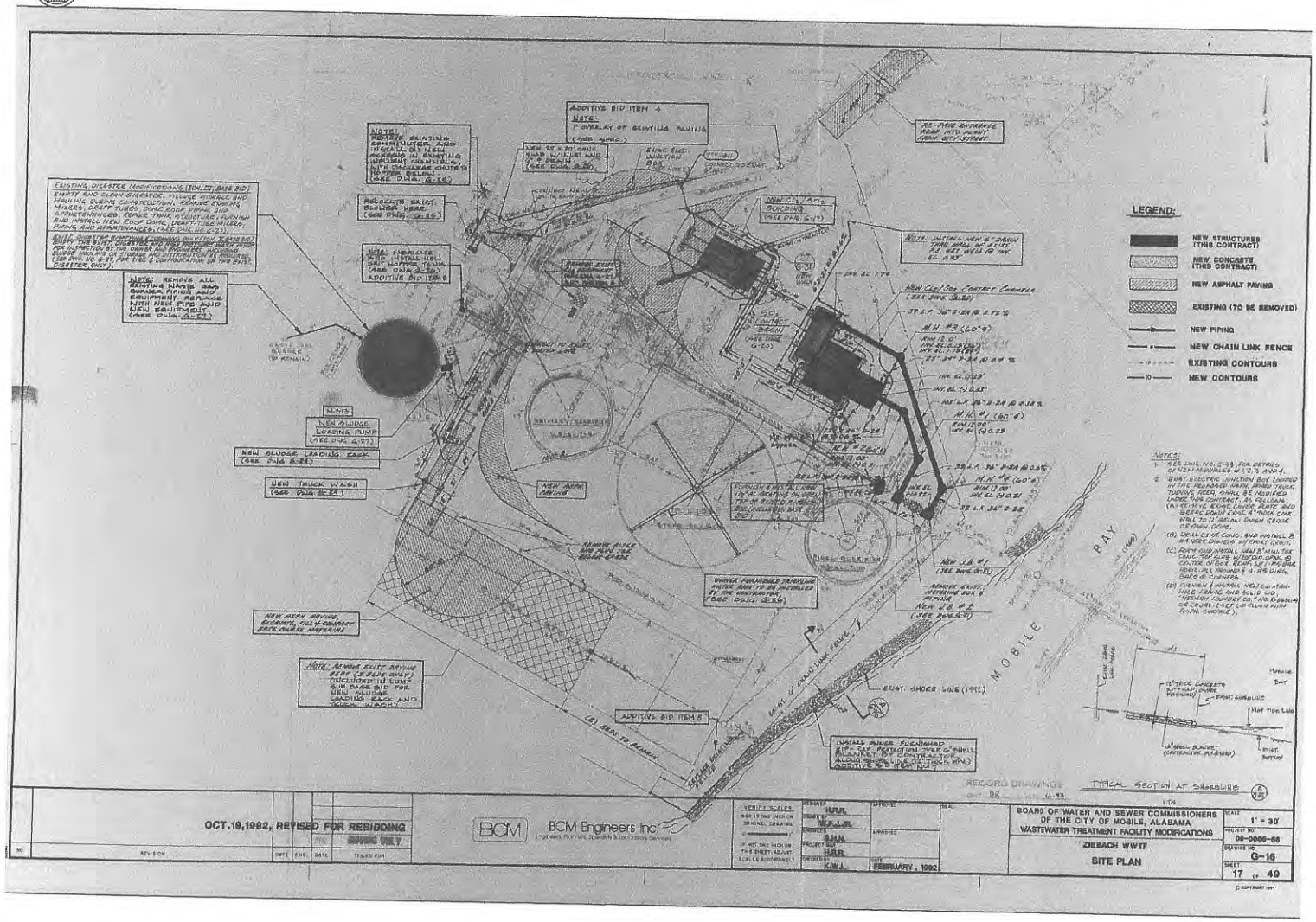
File: Q:\BRIT\A\56_Mobile Bay Shore PM_City of Mobile\Dsgn_CAD_Active_Demo\Sht\MASBY-102_Plotted: 8/17/2022 2:39 PM by DRAHRUD, ERIC | Saved: 8/17/2022 12:16 PM by EDRAHRUD


N
ADDITIVE BID ITEM 4
NOTE:
1" OVERLAY OF EXISTING PAVING
(SEE SPEC.)
NOTE:
REMOVE EXISTING COMMUTATOR AND INSTALL (1) NEW COMMUTATOR IN EXISTING SPLITBOX CHANNEL W/ NEW CHANNEL WITH DRAINAGE CHUTE IN HOPPER BELOW
(SEE DWG. G-22)
NEW 6" x 30" CAKE SLAB U/SPLIT AND 6" x 8" PLIN.
(SEE DWG. G-20)
EXIST. ELEC. JUNCTION BOX
EXISTING CONCRETE SLAB
RE-PAVE ENTRANCE ROAD INTO PLANT FROM 61ST STREET.
EXISTING DIGESTER MODIFICATIONS (BDN. 22 BASE BID)
EMPTY AND CLEAN DIGESTER, REMOVE HYDRAULIC UNIT HAULING DURING CONSTRUCTION, REMOVE EXISTING MIXERS, DRAFT TUBES, DOME ROOF PIPING AND APPURTENANCES, REMOVE TANK STRUCTURE, FURNISH AND INSTALL NEW ROOF DOME, DRAFT TUBE MIXERS, PIPING AND APPURTENANCES. (SEE DWG. NO. G-21)
BIDDER SHOULD BE FAMILIAR WITH THE EXISTING DIGESTER AND THE PROPOSED DEMOLITION AND CONSTRUCTION BY THE OWNER AND ENGINEERS INCLUDING THE EXISTING MIXERS OR PIPING AND DISTRIBUTION (TOP DOME ONLY) OR THE SIZE & CONFIGURATION OF THE DIGESTER (TOP DOME ONLY).
NOTE: REMOVE ALL EXISTING WASTE GAS BURNER, PIPING AND EQUIPMENT. REPLACE WITH NEW PIPE AND NEW EQUIPMENT
(SEE DWG. G-21)
RELOCATE EXIST. SCRUBBER HERE.
(SEE DWG. G-25)
NOTE: FABRICATE AND INSTALL NEW HOPPER TO MATCH
(SEE DWG. G-20)
ADDITIVE BID ITEM 8
NEW CAST IRON CONTACT CHAMBER
(SEE DWG. G-23)
SCM CONTACT BASIN
(SEE DWG. G-23)
NOTE: EXISTING NEW 8" DRAIN LINE SHALL BY-PASS WET WELLS TO INT. EX. MH
NEW 8" DRAIN LINE
EXISTING CONCRETE SLAB
EXISTING GRAVEL SURFACE
EXISTING CONCRETE SLAB
EXISTING CONCRETE SLAB
NEW SLUDGE LOADING PUMP
(SEE DWG. G-27)
NEW SLUDGE LOADING RACK
(SEE DWG. G-24)
NEW TRUCK WASH
(SEE DWG. G-24)
NEW ASPH. PAVING
REMOVE EXIST. ASPHALT PAVING AS REQUIRED FOR NEW CONSTRUCTION
NEW ASPH PAVING, BOUNDARY, FULLY COMPACT WITH CRUSH MATERIAL
NOTE: REMOVE EXIST. ASPHALT PAVING (3" DEEP ONLY) INCLUDING 11 LUMP SUM BASE BID FOR NEW ALUMINUM LOADING RACK AND SCALE ASSY.
ADDITIVE BID ITEM 8
(2) SEAT TO REMAIN
EXIST. SHORE LINE (1992)
INSTALL RANGE FLASHBOARD RIP-RAP PROTECTION OVER 6" SHELL ALIGNED BY CONTRACTOR ALONG SHORELINE (TYP. 100 LIN. FT. MIN.)
ADDITIVE BID ITEM 9
MOBILE BAY
EXIST. 6' CHAIN LINK FENCE
NEW 18" Ø
(SEE DWG. G-21)
NEW 18" Ø
(SEE DWG. G-21)
EXISTING EFFLUENT FLOWING IN 24" Ø EXISTING PIPE TO BE PLUGGED AT MH #4 FOR UNDERSIZED PIPE (INCLUDED BID ITEM 8C)
EXISTING 24" Ø EFFLUENT PIPE

DESIGN PROFESSIONAL'S CERTIFICATION

(1) "I CERTIFY UNDER PENALTY OF LAW THAT A COMPREHENSIVE CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) FOR THE PREVENTION AND MINIMIZATION OF ALL SOURCES OF POLLUTION IN STORMWATER AND AUTHORIZED RELATED PROCESS WASTEWATER RUNOFF HAS BEEN PREPARED UNDER MY SUPERVISION FOR THIS SITE/ACTIVITY, AND ASSOCIATED REGULATED AREAS/ACTIVITIES. THE CBMPP MEETS THE REQUIREMENTS OF THIS PERMIT AND IF PROPERLY IMPLEMENTED AND MAINTAINED BY THE OPERATOR, DISCHARGES OF POLLUTANTS IN STORMWATER RUNOFF CAN REASONABLY BE EXPECTED TO BE EFFECTIVELY MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE ACCORDING TO THE REQUIREMENTS OF ADEM ADMINISTRATIVE CODE CHAPTER 335-6-9-.23 AND THIS PERMIT. THE CBMPP DESCRIBES THE EROSION AND SEDIMENT CONTROL MEASURES THAT MUST BE FULLY IMPLEMENTED AND REGULARLY MAINTAINED AS NEEDED AT THE PERMITTED SITE IN ACCORDANCE WITH SOUND SEDIMENT AND EROSION CONTROL PRACTICES TO ENSURE THE PROTECTION OF WATER QUALITY." GENERAL NPDES PERMIT NO. ALR100000.

CGP DESIGNATION : DESCRIPTION: PROFESSIONAL ENGINEER

ADDRESS: 11 N. WATER STREET, SUITE 20220, MOBILE, AL 36602 REGISTRATION / CERTIFICATION: #39459

NAME AND TITLE ERIC GRANRUD, PROJECT ENGINEER PHONE NUMBER 251.376.9006

SIGNATURE _____ DATE SIGNED _____

GENERAL EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL ADHERE TO THE PROJECT'S CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) DOCUMENT AT ALL TIMES. A COPY OF THE NOTICE OF INTENT SHALL BE KEPT ONSITE WITH A CURRENT VERSION OF THE CBMPP. ANY AMENDMENT TO THE EROSION CONTROL PLANS WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
2. AFTER CONSTRUCTION, EROSION AND SEDIMENTATION WILL BE MANAGED GRASSING.
3. MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
   A. COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODIBLE MATERIAL.
   B. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND.
   C. FREQUENT WATERING OF DISTURBED AREAS AND TRUCK ROUTES BEING USED FOR VEHICULAR ACCESS.
   D. REDUCE STRIPPING OF NATURAL GROUND COVER IN LARGE QUANTITIES.
   E. MAINTAIN EXISTING PAVEMENT AND EXISTING AGGREGATE ROAD BASE WHERE PRACTICAL AND MANDATORY AT ENTRANCE / EXIT DRIVES.

THIS PROJECT CONSISTS OF PAVED AND GRASSED AREAS.
THE TOTAL SITE AREA : 29.24 ACRES
THE TOTAL DISTURBED AREA: 2.8 ACRES

PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE SITE SHALL BE REGISTERED WITH THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND A SIGN SHALL BE POSTED CONTAINING THE ADEM NPDES ALR10 FIVE DIGIT PERMIT NUMBER PER THE EXAMPLE SIGN DIAGRAM PROVIDED WITHIN THE CSMPP DOCUMENT APPENDICES.

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.

FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES DUE TO ANY CONSTRUCTION ACTIVITY BY OTHERS.

EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED THROUGHOUT THE DURATION OF DEMOLITION WORK. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL SEDIMENT CONTROL MEASURES AS REQUIRED SUCH AS DIVERSION SWALES, TEMPORARY SEDIMENT TRAPS ETC... TO TRAP SEDIMENT LADEN WATER FROM ENTERING MOBILE BAY.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 10 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

INITIAL PHASE EROSION CONTROL NOTES

PRIOR TO THE LAND DISTURBING CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE OWNER.

THE CONTRACTOR SHALL REFER TO THE EROSION CONTROL PLANS AND THE CBMPP DOCUMENT FOR LOCATIONS, SEQUENCING, MAINTENANCE AND INSPECTION REQUIREMENTS AS RELATED TO EROSION AND SEDIMENT CONTROL PRACTICES ON THE PROJECT. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.

PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.

THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.

1. THE CONSTRUCTION EXIT, CONSISTING OF A MINIMUM PAD SIZE OF 20 FT BY 50 FT WITH A MINIMUM OF 6" THICK STONE, SHALL BE PLACED AS SHOWN ON THE PLAN. THE STONE SIZE SHOULD CONSIST OF COURSE AGGREGATE BETWEEN 1-1/2" & 3-1/2" IN DIAMETER AND OVERLAID ON A GEOTEXTILE UNDERLINER. THE GEOTEXTILE UNDERLINER SHALL MEET THE REQUIREMENTS OF AASHTO M288-96, SECTION 7.3 SEPARATION REQUIREMENTS. (ROCK INSTALLATION TO COINCIDE WITH DEMOLITION). THE CONTRACTOR MAY UTILIZE ONSITE AGGREGATE LOCATED WITHIN THE TRICKLE FILTER TANK.
2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCE/EXITS, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE INITIAL EROSION CONTROL PLAN.
3. TYPE "NS" & "S" SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA IF CONDITIONS WARRANT INSTALLATION. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-20.2. THE SILT FENCE SHOULD BE KEPT ERECT AT ALL TIMES AND REPAIRED WHEN REQUESTED BY THE SITE INSPECTOR OR THE PROJECT DESIGN PROFESSIONAL OF RECORD. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHES 1/2 HEIGHT OF THE BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.

AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT DESIGN PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE SITE INSPECTION.

AFTER APPROVAL OF THE INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CONSTRUCTION, CLEARING AND GRUBBING ACTIVITIES.

NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE.

SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH 0.75" RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

SEE CBMPP DOCUMENT FOR ADDITIONAL PROCEDURES AND REQUIREMENTS.

GRADING/INTERMEDIATE PHASE EROSION CONTROL NOTES

DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED.

SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.

EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING BARRIERS AT THE TOE OF SLOPES UNDER CONSTRUCTION. THESE BARRIERS SHALL BE AS SHOWN IN THE PLANS. THESE BARRIERS MAY BE RELOCATED AND REUSED AFTER PERMANENT SLOPE STABILIZATION BECOMES FULLY ESTABLISHED. AS THEY ARE RELOCATED, ANY DEFECTIVE MATERIALS IN THE BARRIER SHALL BE REPLACED. IN ADDITION, ALL DEBRIS AND SILT AT THE PREVIOUS LOCATION SHALL BE REMOVED.

CUT AND FILL SLOPES ARE NOT TO EXCEED "3H:1V"

SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH 0.75" RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING EXCAVATION AND DEMOLITION WORK WITHIN THE SITE.

1. TYPE "S" SILT FENCE SHALL BE PLACED AT THE TOE OF ALL DIRT STOCK PILE AREAS. SEE DETAILS FOR REQUIREMENTS AND INSTALLATION INFORMATION.
2. ALL TEMPORARY DRAINAGE SWALES SHALL BE PROTECTED FROM EROSION BY USE OF MULCHING AND HAYBALE CHECK DAMS.
3. ALL GRADED AREAS SHALL BE APPLIED WITH TEMPORARY OR PERMANENT VEGETATIVE COVER AND MULCH WHEN PRACTICAL AND AS SOON AS FINAL GRADE IS ACHIEVED.
4. STABILIZE DISTURBED AREAS THAT WILL BE INACTIVE FOR MORE THAN 10 DAYS WITH TEMPORARY SEED AND MULCH.

FINAL PHASE EROSION CONTROL NOTES

REFER TO CBMPP FOR FINAL EROSION CONTROL BMPS AND SEQUENCE INFORMATION.

IF REQUIRED, ACCUMULATED SEDIMENT WITHIN BMPS SHALL BE REMOVED AND DISPOSED OF IN ACCEPTABLE MANNER.

ALL DISTURBED AREAS SHOULD RECEIVE TOPSOIL, SEED AND TEMPORARY OR PERMANENT MULCH AS SOON AS FINAL GRADE IS ACHIEVED.

SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH 0.75" RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

UPON COMPLETION OF THE PROJECT AND RECEIPT OF CERTIFICATE OF OCCUPANCY, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM UNLESS NOTED ON PLANS.

CONSTRUCTION ACTIVITIES SCHEDULE

DEMOLITION	NOV 2022 - JAN 2022		
	NOV 2022	DEC 2022	JAN 2023
INSTALL SIGN AND INSTALL INITIAL EROSION CONTROL BMP'S	X		
COMMENCE DEMOLITION WORK	X	—	
CLEAR AND GRADE WITH TEMPORARY VEGETATION PRACTICES TO STABILIZE DISTURBED AREAS		X	—
MAINTAIN BMPS THROUGHOUT CONSTRUCTION DURATION	X	—	—
REMOVE TEMPORARY EROSION CONTROL MEASURES			X

NOTIFICATION REQUIREMENTS:
CONTRACTOR SHALL CONTACT CITY ENGINEERING DEPARTMENT VIA EMAIL AT LAND.DISTURBANCE@CITYOFMOBILE.ORG AT LEAST 24 HOURS PRIOR TO BEGINNING ANY WORK ON THIS SITE, TO SCHEDULE AN INITIAL ON-SITE BMP INSPECTION WITH THE APPROPRIATE CITY ENGINEERING INSPECTOR. FAILURE TO CONTACT THE CITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING ANY WORK IS A VIOLATION OF THE STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE AND MAY INVOKE ENFORCEMENT ACTION IN THE FORM OF A MUNICIPAL OFFENSE TICKET

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

No.	Description	Date
1	PERMIT SUBMITTAL	8/16/22

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

EROSION CONTROL NOTES

Designed by: EGRANRUD
Drawn by: TIREDUNE CHANTLEY
Reviewed by: EGRANRUD
Submitted by: ERIC GRANRUD, P.E. MOFFATT & NICHOL
Date: 08-16-22
Moffatt Project No. 10425.02
Drawing date
Planning Dates
Plot scale: 1:1 (@ SHEET)

moffatt & nichol

ALABAMA LICENSED No. 39459 PROFESSIONAL ENGINEER ERIC GRANRUD
SEAL

Sheet Reference No.
CE-001
INDEX 6 OF 32

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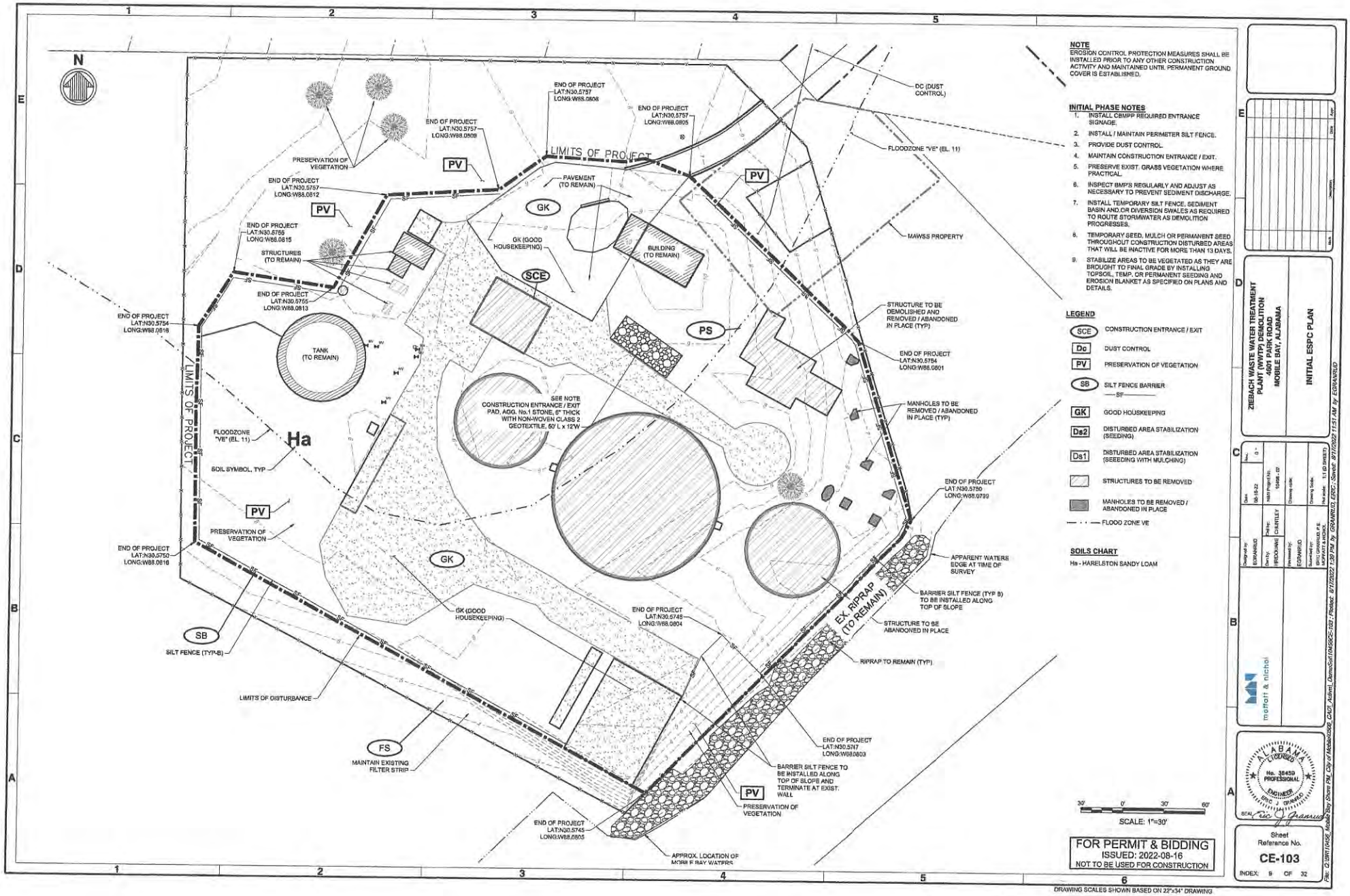

NOTE
EROSION CONTROL PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

INITIAL PHASE NOTES

1. INSTALL CBMPP REQUIRED ENTRANCE SIGNAGE.
2. INSTALL / MAINTAIN PERIMETER SILT FENCE.
3. PROVIDE DUST CONTROL.
4. MAINTAIN CONSTRUCTION ENTRANCE / EXIT.
5. PRESERVE EXIST. GRASS VEGETATION WHERE PRACTICAL.
6. INSPECT BMP'S REGULARLY AND ADJUST AS NECESSARY TO PREVENT SEDIMENT DISCHARGE.
7. INSTALL TEMPORARY SILT FENCE, SEDIMENT BASIN AND /OR DIVERSION SWALES AS REQUIRED TO ROUTE STORMWATER AS DEMOLITION PROGRESSES.
8. TEMPORARY SEED, MULCH OR PERMANENT SEED THROUGHOUT CONSTRUCTION DISTURBED AREAS THAT WILL BE INACTIVE FOR MORE THAN 13 DAYS.
9. STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE BY INSTALLING TOPSOIL, TEMP. OR PERMANENT SEEDING AND EROSION BLANKET AS SPECIFIED ON PLANS AND DETAILS.

LEGEND

- SCE — CONSTRUCTION ENTRANCE / EXIT
- Dc — DUST CONTROL
- PV — PRESERVATION OF VEGETATION
- SB — SILT FENCE BARRIER —SF—
- GK — GOOD HOUSEKEEPING
- Ds2 — DISTURBED AREA STABILIZATION (SEEDING)
- Ds1 — DISTURBED AREA STABILIZATION (SEEEDING WITH MULCHING)
- STRUCTURES TO BE REMOVED
- MANHOLES TO BE REMOVED / ABANDONED IN PLACE
- FLOOD ZONE VE

SOILS CHART

Ha - HARELSTON SANDY LOAM

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4001 PARK ROAD
MOBILE BAY, ALABAMA

INITIAL ESPC PLAN

Designed by: EDRAMSUD
Drawn by: KROUSHAM
Date: 08.15.22
Field No.: CHUNTLEY
MBH Project No.: 19488 - 07
Reviewed by: EDRAMSUD
Drawing date:
Submitted by: ERIC GRAMSUD, P.E.
Drawing Scale:
Plot scale: 1:1 (@ SHEET)
Rev.: 0

mott & nichol

ALABAMA LICENSED No. 38439 PROFESSIONAL ENGINEER ERIC J GRAMSUD
SEAL Eric J Gramsud

Sheet Reference No.
CE-103
INDEX: 9 OF 32

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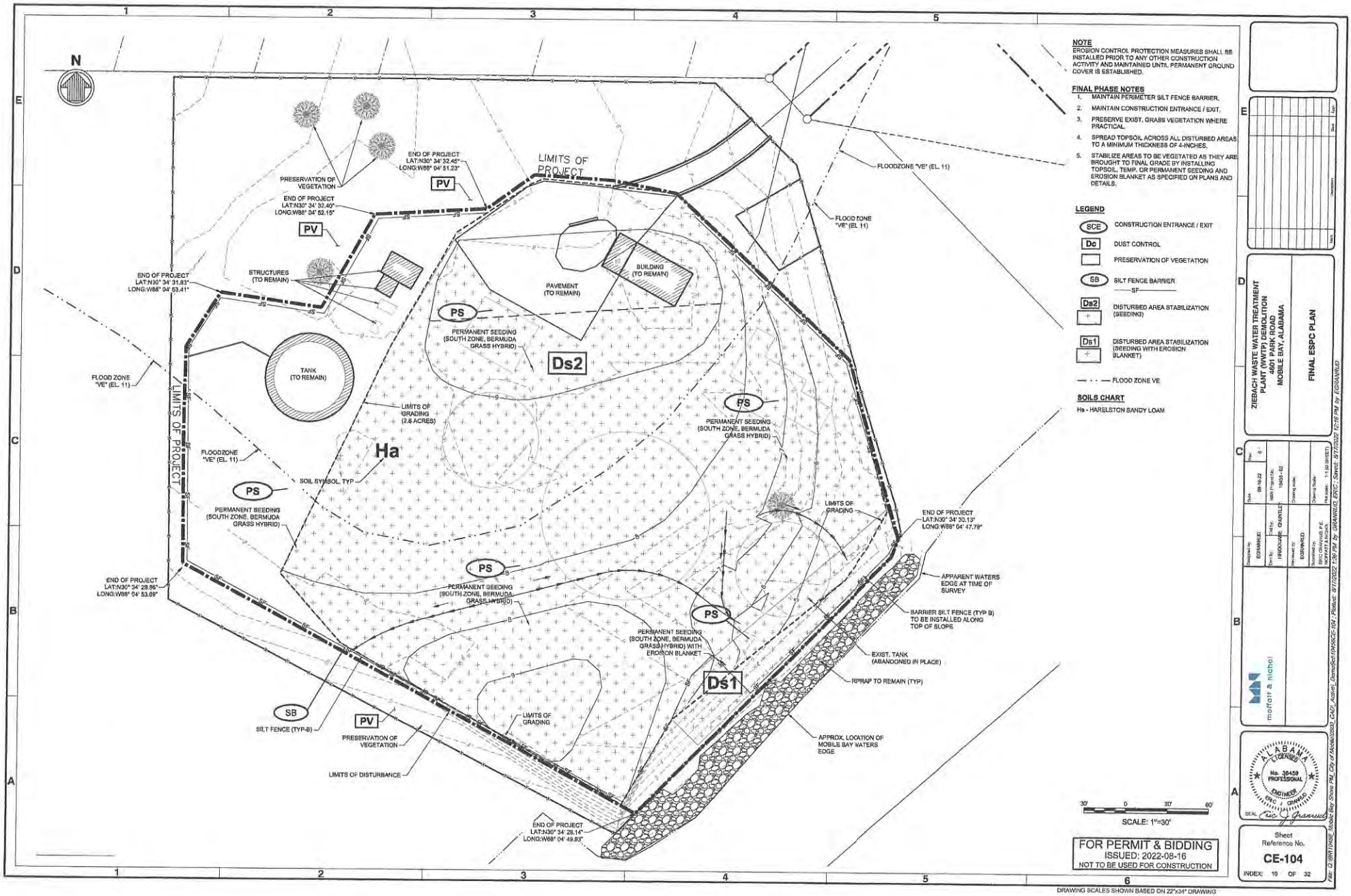

NOTE
EROSION CONTROL PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

FINAL PHASE NOTES
1. MAINTAIN PERIMETER SILT FENCE BARRIER.
2. MAINTAIN CONSTRUCTION ENTRANCE / EXIT.
3. PRESERVE EXIST. GRASS VEGETATION WHERE PRACTICAL.
4. SPREAD TOPSOIL ACROSS ALL DISTURBED AREAS TO A MINIMUM THICKNESS OF 4-INCHES.
5. STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE BY INSTALLING TOPSOIL, TEMP. OR PERMANENT SEEDING AND EROSION BLANKET AS SPECIFIED ON PLANS AND DETAILS.

LEGEND
- SCE — CONSTRUCTION ENTRANCE / EXIT
- Dc — DUST CONTROL
- PRESERVATION OF VEGETATION
- SB — SILT FENCE BARRIER —SF—
- Ds2 — DISTURBED AREA STABILIZATION (SEEDING)
- Ds1 — DISTURBED AREA STABILIZATION (SEEDING WITH EROSION BLANKET)
- — · · — FLOOD ZONE VE

SOILS CHART
Ha - HARELSTON SANDY LOAM

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

FINAL ESPC PLAN

Designed by: EDRAWILD
Drawn by: HRODGERS
Checked by: EDRAWILD
Approved by: ERIC GRAWILD, P.E.
Date: 08-16-22
Mobile Project No.: 19453 - 02
Drawing Scale: 1" = 30'

ALABAMA LICENSED No. 30459 PROFESSIONAL ENGINEER ERIC J. GRAWILD
SEAL

Sheet Reference No.
CE-104
INDEX: 10 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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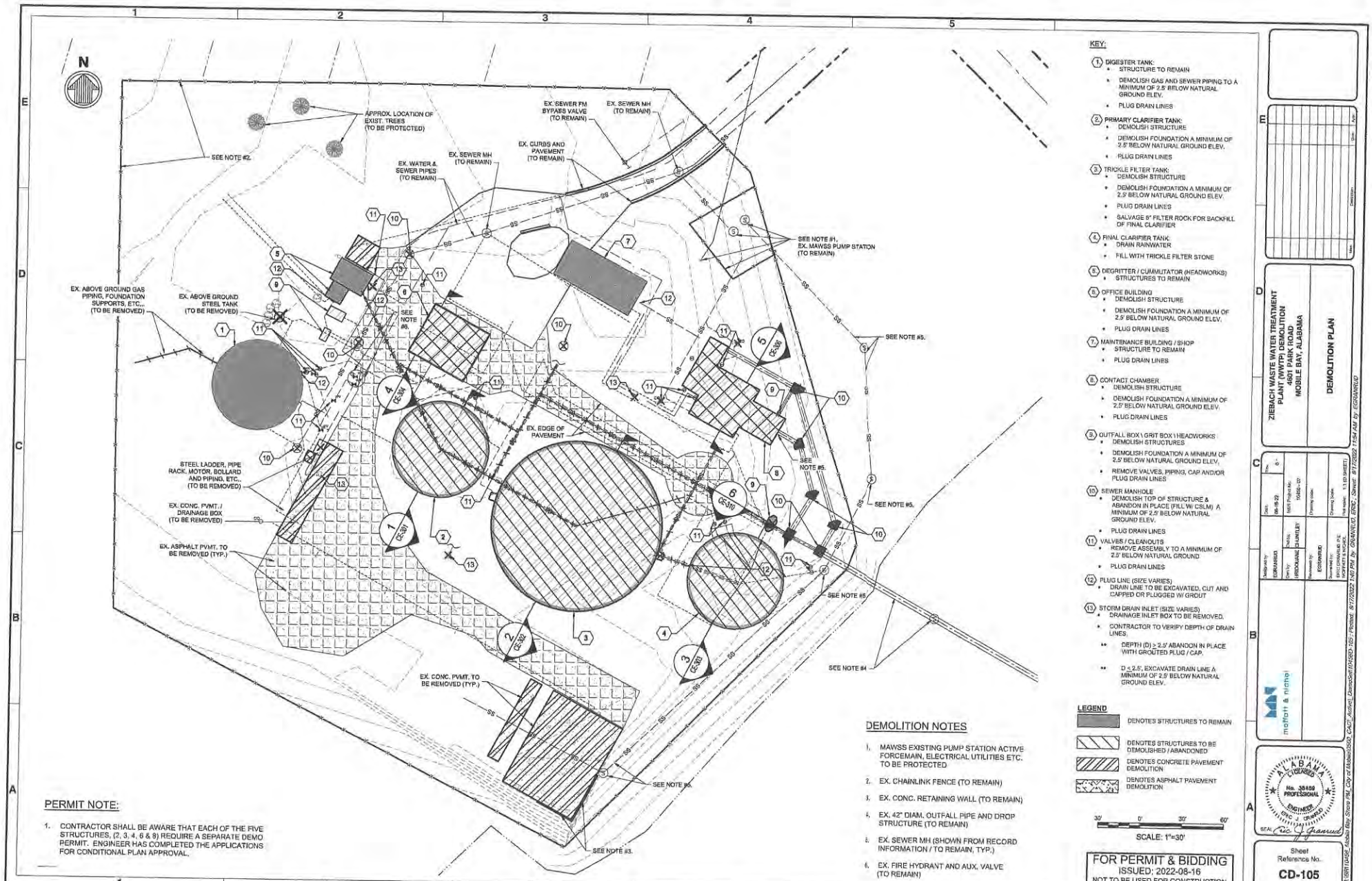

KEY:

1. DIGESTER TANK:
   - STRUCTURE TO REMAIN
   - DEMOLISH GAS AND SEWER PIPING TO A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
2. PRIMARY CLARIFIER TANK:
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
3. TRICKLE FILTER TANK:
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
   - SALVAGE 8" FILTER ROCK FOR BACKFILL OF FINAL CLARIFIER
4. FINAL CLARIFIER TANK:
   - DRAIN RAINWATER
   - FILL WITH TRICKLE FILTER STONE
5. DEGRITTER / CUMMULATOR (HEADWORKS)
   - STRUCTURES TO REMAIN
6. OFFICE BUILDING
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
7. MAINTENANCE BUILDING / SHOP
   - STRUCTURE TO REMAIN
   - PLUG DRAIN LINES
8. CONTACT CHAMBER
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
9. OUTFALL BOX \ GRIT BOX \ HEADWORKS
   - DEMOLISH STRUCTURES
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - REMOVE VALVES, PIPING, CAP AND/OR PLUG DRAIN LINES
10. SEWER MANHOLE
    - DEMOLISH TOP OF STRUCTURE & ABANDON IN PLACE (FILL W/ CSLM) A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
    - PLUG DRAIN LINES
11. VALVES / CLEANOUTS
    - REMOVE ASSEMBLY TO A MINIMUM OF 2.5' BELOW NATURAL GROUND
    - PLUG DRAIN LINES
12. PLUG LINE (SIZE VARIES)
    - DRAIN LINE TO BE EXCAVATED, CUT AND CAPPED OR PLUGGED W/ GROUT
13. STORM DRAIN INLET (SIZE VARIES)
    - DRAINAGE INLET BOX TO BE REMOVED.
    - CONTRACTOR TO VERIFY DEPTH OF DRAIN LINES.
    - ** DEPTH (D) ≥ 2.5' ABANDON IN PLACE WITH GROUTED PLUG / CAP.
    - ** D ≤ 2.5', EXCAVATE DRAIN LINE A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.

LEGEND

- DENOTES STRUCTURES TO REMAIN
- DENOTES STRUCTURES TO BE DEMOLISHED / ABANDONED
- DENOTES CONCRETE PAVEMENT DEMOLITION
- DENOTES ASPHALT PAVEMENT DEMOLITION

30' 0' 30' 60'

SCALE: 1"=30'

DEMOLITION NOTES

1. MAWSS EXISTING PUMP STATION ACTIVE FORCEMAIN, ELECTRICAL UTILITIES ETC. TO BE PROTECTED
2. EX. CHAINLINK FENCE (TO REMAIN)
3. EX. CONC. RETAINING WALL (TO REMAIN)
4. EX. 42" DIAM. OUTFALL PIPE AND DROP STRUCTURE (TO REMAIN)
5. EX. SEWER MH (SHOWN FROM RECORD INFORMATION / TO REMAIN, TYP.)
6. EX. FIRE HYDRANT AND AUX. VALVE (TO REMAIN)

PERMIT NOTE:

1. CONTRACTOR SHALL BE AWARE THAT EACH OF THE FIVE STRUCTURES, (2, 3, 4, 6 & 8) REQUIRE A SEPARATE DEMO PERMIT. ENGINEER HAS COMPLETED THE APPLICATIONS FOR CONDITIONAL PLAN APPROVAL.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4901 PARK ROAD
MOBILE BAY, ALABAMA

DEMOLITION PLAN

Designed by: EDRAWERS
Drawn by: JBOOKARE
Reviewed by: EGRAWRUD
Submitted by: ERIC GRAWRUD, PE
Date: 08-16-22
MAWA Project No.: 10262-00
Drawing Date:
Total Sheets: 11 (32 SHEETS)

mafrett & mcneil

ALABAMA LICENSED No. 35459 PROFESSIONAL ENGINEER ERIC J. GRAWRUD
SEAL

Sheet Reference No.
CD-105
INDEX: 11 OF 32

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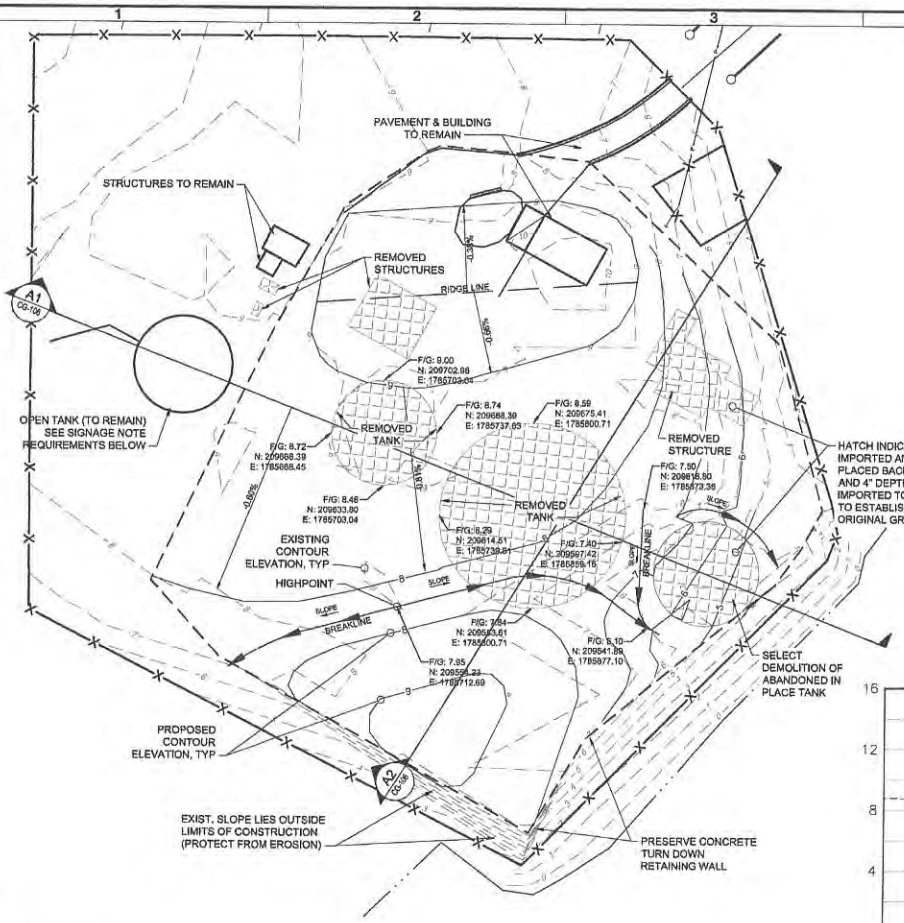

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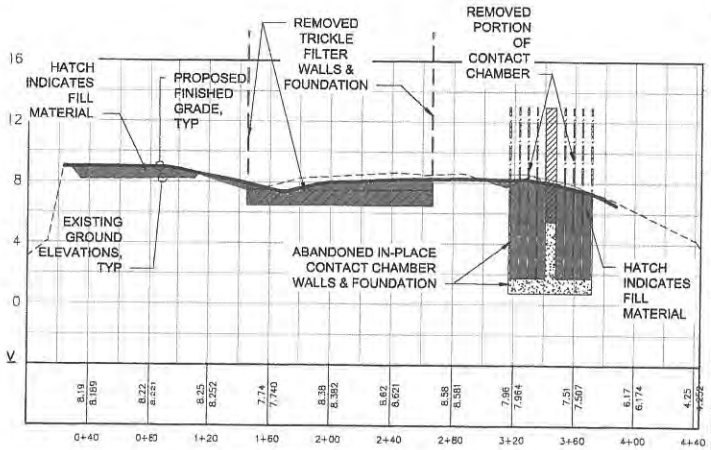
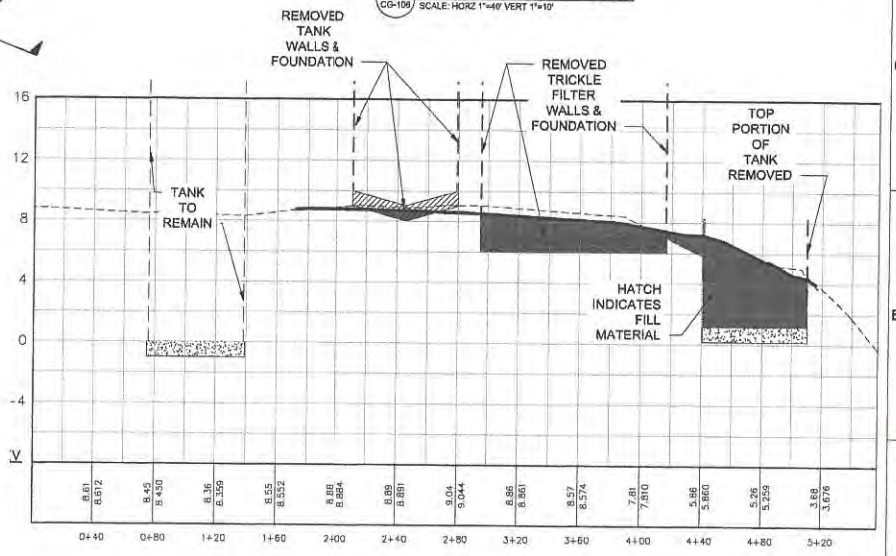


A2 CG-106 SITE PROFILE - SOUTH TO NORTH
SCALE: HORZ 1"=40' VERT 1"=10'



A1 CG-106 SITE PROFILE - WEST TO EAST
SCALE: HORZ 1"=40' VERT 1"=10'

40' 0 40' 80'
SCALE: 1"=40'

OPEN TANK NOTE

1. 2012 IPC SECTION 108.7 DECLARES ABANDONED TANKS AS UNSAFE. ABANDONED TANKS SHALL BE MADE SAFE BY FILLING, DEMOLISHING, OR OTHERWISE SECURING AGAINST ENTRY BY MEANS OF AN APPROVED METHOD.

REQUIRED WARNING SIGNS

2. THE CONTRACTOR SHALL FURNISH AND INSTALL FIVE (5) WARNING SIGNS AFFIXED TO STAKE OR MOUNTED TO WALL OF TANK, SPACED EQUIDISTANCE AROUND PERIMETER OF TANK TO REMAIN. THE SIGNS SHALL READ "DO NOT ENTER" "DANGER - SEWAGE" OR SIMILAR WARNING MESSAGE. CONTRACTOR SHALL SUBMIT SIGN DESIGN TO OWNER FOR APPROVAL PRIOR TO PURCHASING.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

GRADING PLAN

Sheet Reference No.
CG-106
INDEX: 12 OF 32

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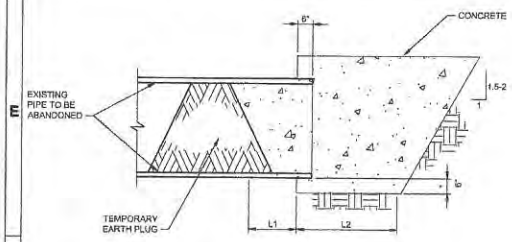
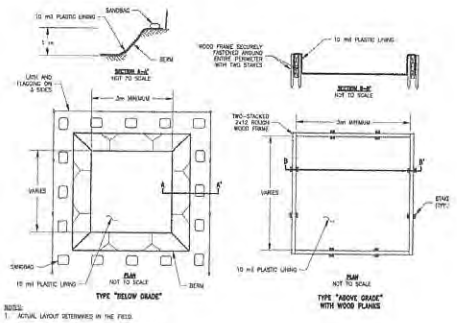


+ 2" ALL AROUND PIPE FOR PIPES LESS THAN 30" IN DIAMETER.

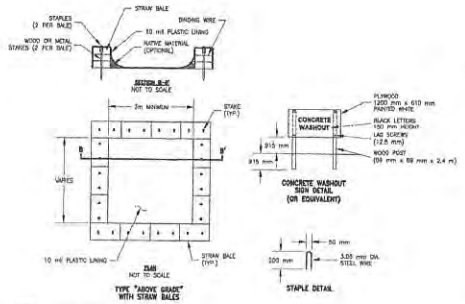
PIPE DIA.	L1	L2
4" - 8"	2"	6"
10" - 12"	4"	12"
16" - 30"	4"	18"
30" - LARGER	1'-0"	3'-0"

C2 / CD-105 DETAIL SCALE: NTS

CE-301, CE-302, CE-303, CE-307

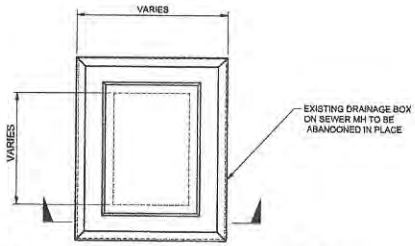


NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN (SEE PAGE 63) SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

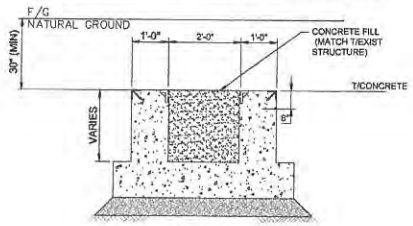


NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN (SEE FIG. 4-115) SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONCRETE WASHOUT DETAIL (CW)



PLAN - MANHOLE STRUCTURE TO BE ABANDONED IN PLACE



SECTION

NOTES:
1. DETAIL APPLIES TO ABANDONMENT OF EITHER ROUND, RECTANGULAR AND/OR SQUARE MANHOLE STRUCTURES "BOXES".
2. THE MANHOLE FRAME, GRATE, RINGS AND ALL REQUIRED MANHOLE TOP SECTIONS "RISERS" SHALL BE REMOVED AS PART OF ABANDONING STRUCTURE IN PLACE. INCOMING AND EXITING PIPES SHALL BE PLUGGED PER DETAILS AND SPECIFICATIONS. STRUCTURE BOTTOM SHALL BE FILLED WITH GROUT PER DETAILS AND SPECIFICATIONS.

A1 / CD-105 DETAIL SCALE: NTS

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SECTIONS AND DETAILS

Date: 08-16-22
MMI Project No.: 19458 -02
Drawing code:
Drawing Scale: 1:1 (E-SHEET)
Designed by: EGRANRUD
Drawn by: SHEROUANE CHANTLEY
Reviewed by: EGRANRUD
Submitted by: ERIC GRANRUD, P.E. MORPHY & MICHEL
Rev.: 0 -

morphy & michel

ALABAMA LICENSED ENGINEER No. 36459 PROFESSIONAL ENGINEER ERIC J. GRANRUD

SEAL: Eric J. Granrud

Sheet Reference No.
C-501
INDEX: 13 OF 32

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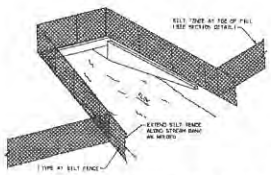
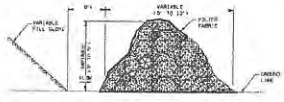


SEDIMENT BARRIER AT CROSS DRAIN

REAR ELEVATION

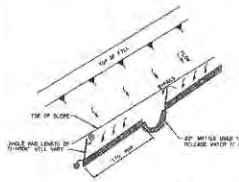


SIDE ELEVATION

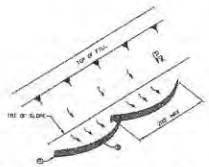
TEMPORARY BRUSH BARRIER

NOTES:
1. BRUSH BARRIER MAY BE USED WHERE SHEET FLOW IS LESS THAN 0.5 CFS.
2. PLACE BRUSH, LOG AND TREE LIMB APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE BRANCH MATERIALS LYING ACROSS THE TOP TO PROVIDE A BARRIER TO UNDERFLOW AT LOCATIONS SHOWN IN PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LIMB SO AS NOT TO FORM A SOLID WALL.
4. THE BRUSH BARRIER SHALL BE ENCASED WITH FILTER FABRIC.

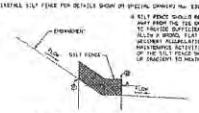
NOTE: PLACE AND INSTALL SILT FENCE FOR DETAILS SHOW ON SPECIAL DRAWING No. ESC-202-S.



'J-HOOK' SILT FENCE APPLICATION



'SMILE-CONFIGURATION' SILT FENCE APPLICATION



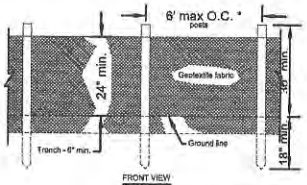
SILT FENCE SECTION AT TOE OF FILL

SB

SPECIFICATIONS
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

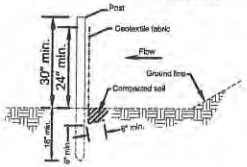
ALABAMA DEPARTMENT OF TRANSPORTATION
DETAILS OF SEDIMENT BARRIER APPLICATIONS
ESC-200-3
1161-B

NOT TO SCALE



FRONT VIEW
(Not to scale)

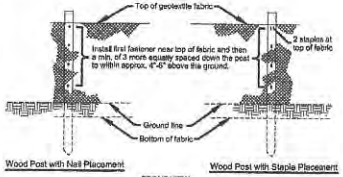
* According to ASTM D4632/D4632M : When geotextile elongation ≥ 50%, use 4 ft. post spacing



SIDE VIEW
(Not to scale)

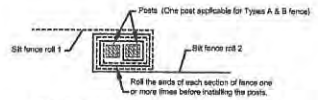
SB

FigSB-3
Alabama Soil & Water Conservation Committee



FRONT VIEW

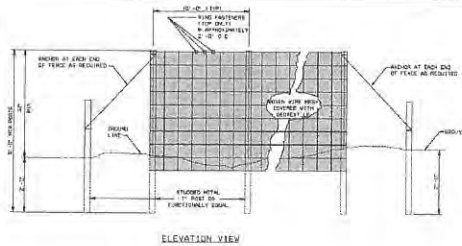
FASTENERS FOR SILT FENCES
(Not to scale)



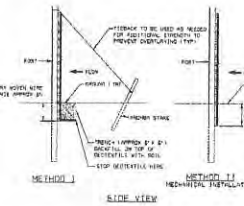
ROLL JOINT FOR JOINING TWO ADJACENT SILT FENCE SECTIONS
(Not to scale)

SB

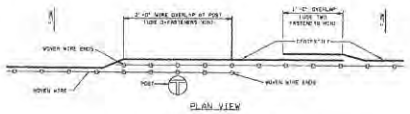
FigSB-4
Alabama Soil & Water Conservation Committee



ELEVATION VIEW



SIDE VIEW



PLAN VIEW

REQUIRED LAMPING

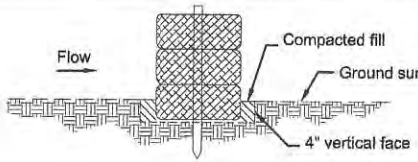
NOTES:
1. SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS LOW TO MODERATE OR AS DIRECTED BY THE ENGINEER.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL BARRIERS THAT SHALL BE ERECTED BEFORE GRADING OR CONSTRUCTION AREAS SUCH AS NEWLY GRADED FILL SLOPES AND EMBANKMENT TO STRUCTURES AND CHANNELS.
3. SILT FENCES SHALL BE PLACED WELL ENOUGH RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW NORMAL CONSTRUCTION OPERATIONS FROM DISTURBING THE CONTROL DEVICE.
4. ADDITIONAL POSITIONAL SILT FENCES SHALL BE CONSTRUCTED ACROSS A LEVEL AREA (ALONG THE SHAPE OF A SWALE). THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER INSTALLATION METHOD I OR METHOD II.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A SLOT OPENING WIDTH NO GREATER THAN THE SILT FENCE MATERIAL TO BE INSTALLED.
7. SEE ALDOT LIST 11-3 FOR APPROVED SILT FENCE GEOTEXTILES.

SPECIFICATIONS
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

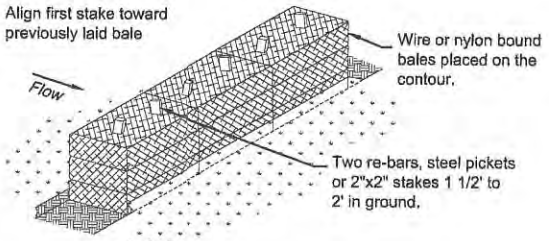
ALABAMA DEPARTMENT OF TRANSPORTATION
DETAILS OF SILT FENCE INSTALLATION
ESC-200-4
1161-C

SB

NOT TO SCALE



EMBEDDING DETAIL



ANCHORING DETAIL

Note:
- Anchor and embed into soil to prevent washout or water working under barrier.
- Repair or replacement must be made promptly as needed.

SB

FigST-1
Alabama Soil & Water Conservation Committee

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4501 PARK ROAD
MOBILE BAY, ALABAMA

SEDIMENT AND EROSION CONTROL DETAILS

Designed by: EDRAMIREZ
Drawn by: BRODOUANE
Checked by: CHANTLEY
Date: 08-16-22
Project No: 19458 - 02
Drawing code:
Drawing Scale:
Field scale: 1:1 (D SHEET)
Reviewed by: EDRAMIREZ
Submitted by: ERIC GRANVILLE, P.E.
Rev. 0 -

moffatt & nichol

ALABAMA LICENSED No. 38459 PROFESSIONAL ENGINEER ERIC J. GRANVILLE REGISTERED
SEAL Eric J. Granville

Sheet Reference No.
C-502
INDEX: 14 OF 32

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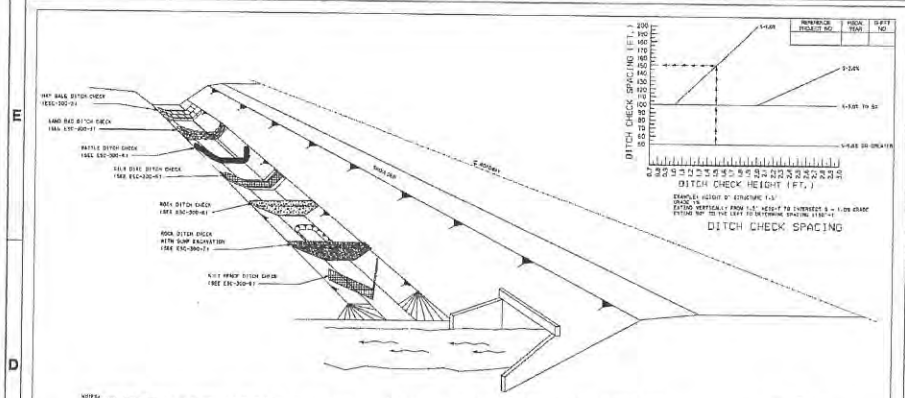
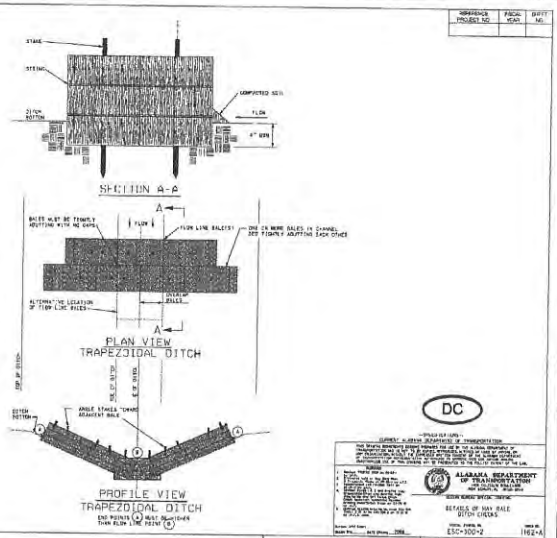
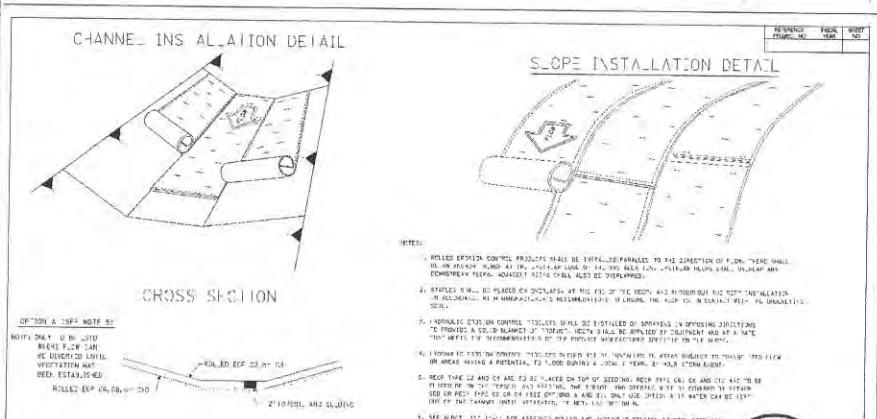
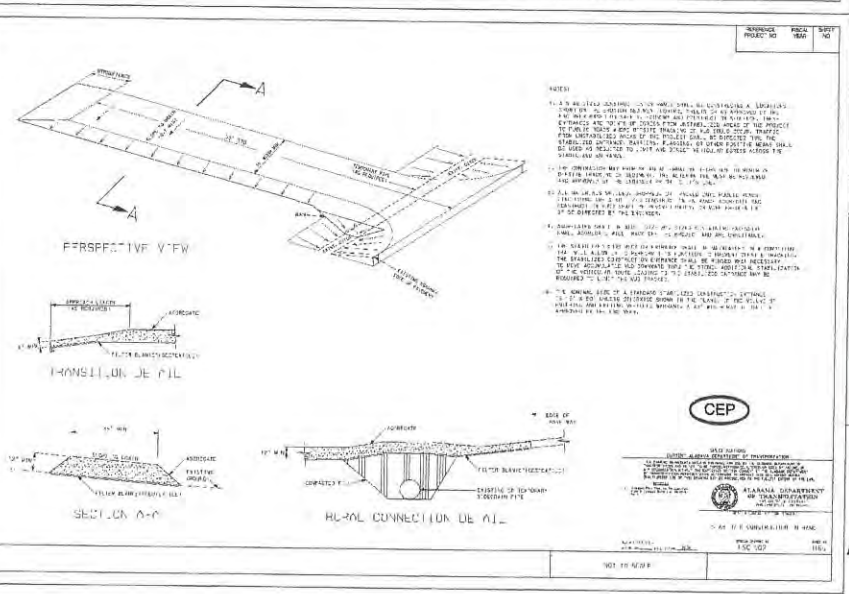
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING









FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SEDIMENT AND EROSION CONTROL DETAILS

Designed by: EDMANFIELD
Drawn by: FREDCHANE DRENTLEY
Reviewed by: EDMANFIELD
Submitted by: ERIC EDMANFIELD, P.E.
Date: 08/16/22
Project No.: 19SUE-307
Drawing Scale: 1:1 (B SHEET)

Sheet Reference No.
C-503
INDEX: 15 OF 32

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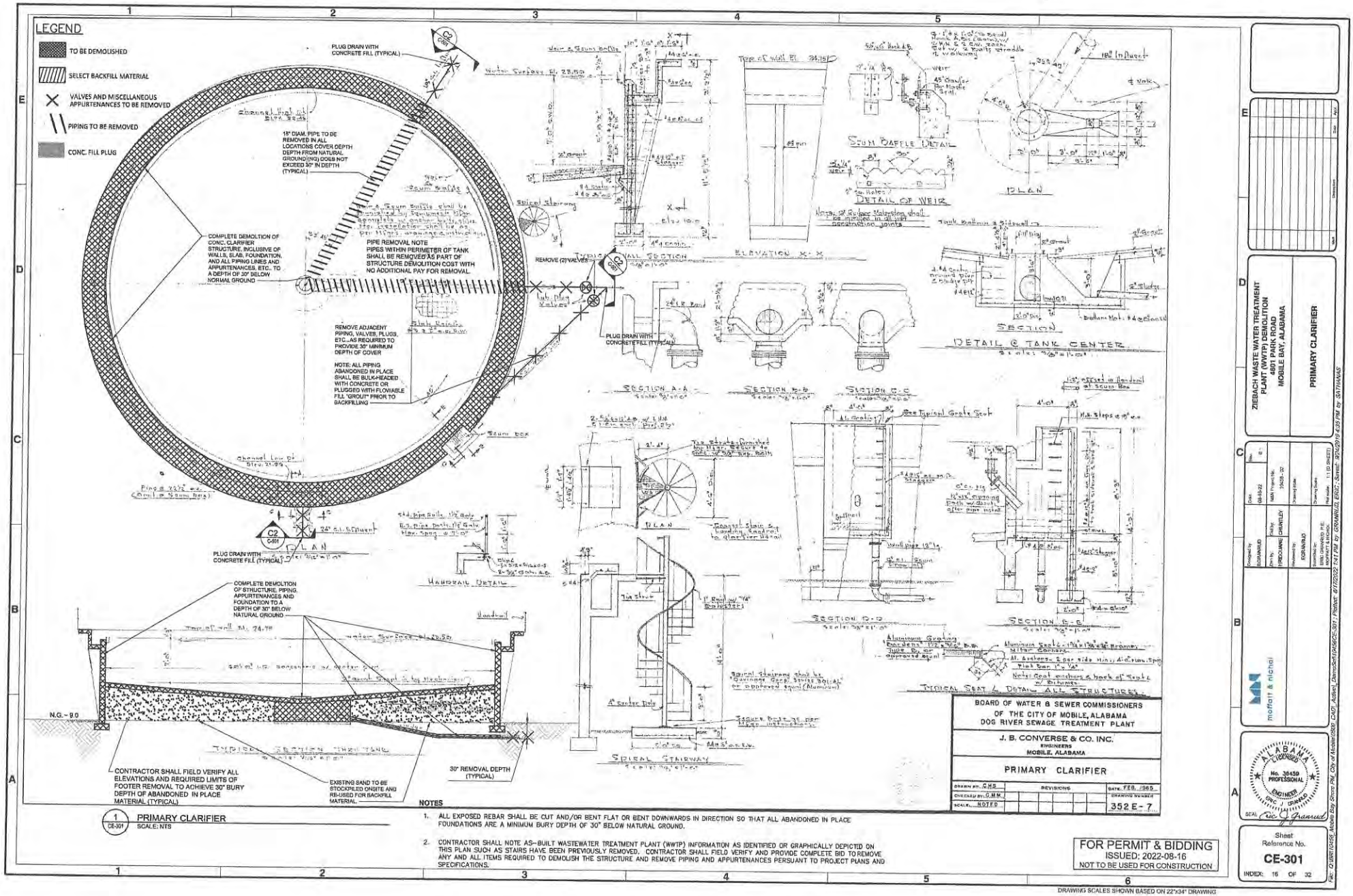

1 CE-301 PRIMARY CLARIFIER
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

PRIMARY CLARIFIER

DRAWN BY: C.H.S | REVISIONS | DATE: FEB. 1965
CHECKED BY: C.M.M. | DRAWING NUMBER
SCALE: NOTED | 352 E-7

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

PRIMARY CLARIFIER

moffatt & nichol

ALABAMA LICENSED No. 36439 PROFESSIONAL ENGINEER
SEAL Eric J. Granlund

Sheet Reference No.
CE-301
INDEX: 16 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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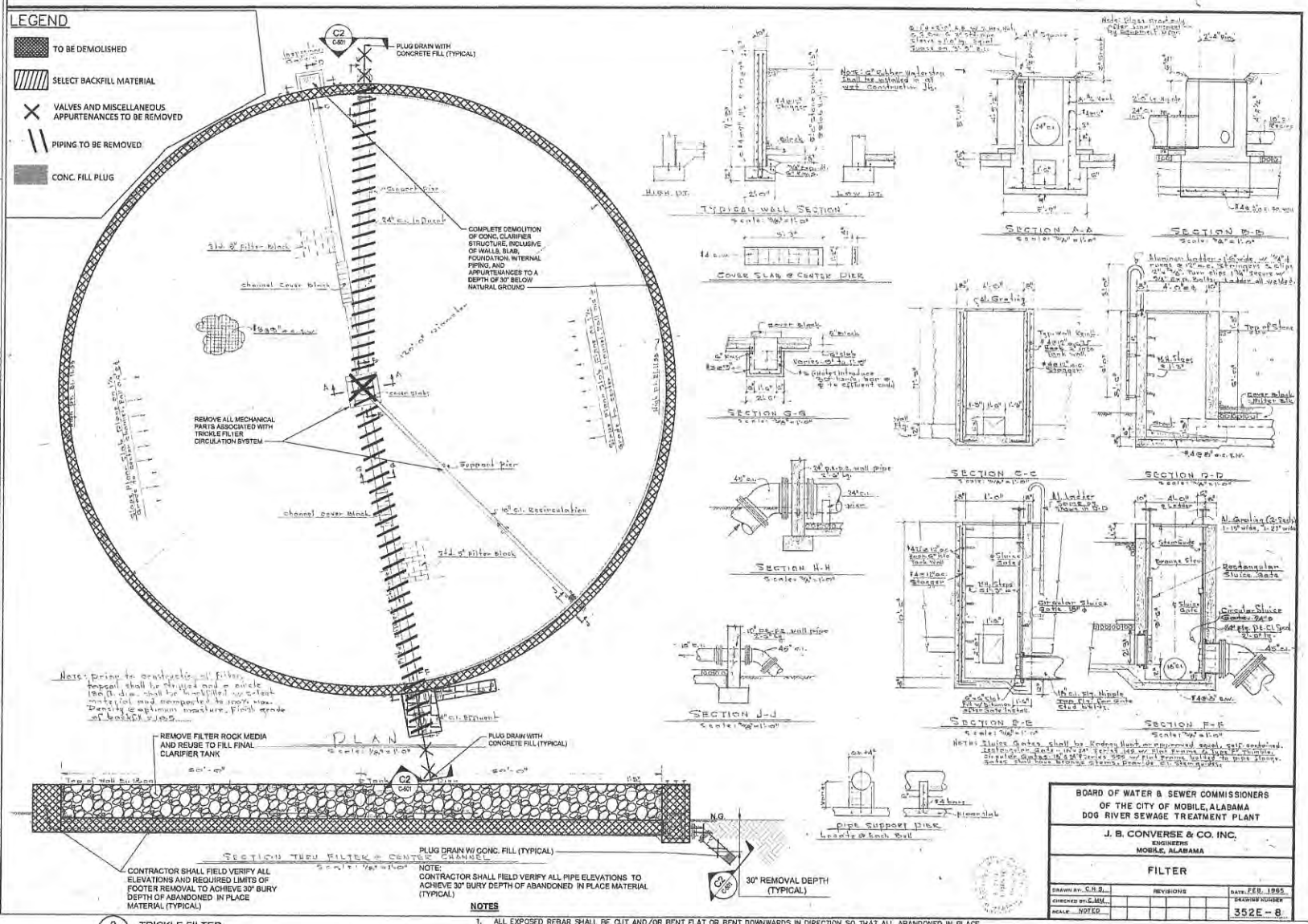

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

FILTER

DRAWN BY: C.H.B. | REVISIONS | DATE: FEB. 1965
CHECKED BY: C.MM | DRAWING NUMBER
SCALE: NOTED | 352E-8

2 CE-303 TRICKLE FILTER
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

TRICKLE FILTER

malfatt & nichol

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER ERIC C. GRANNIS

Sheet Reference No.
CE-302
INDEX: 17 OF 32

DRAWING SCALES SHOWN BASED ON 22"X34" DRAWING

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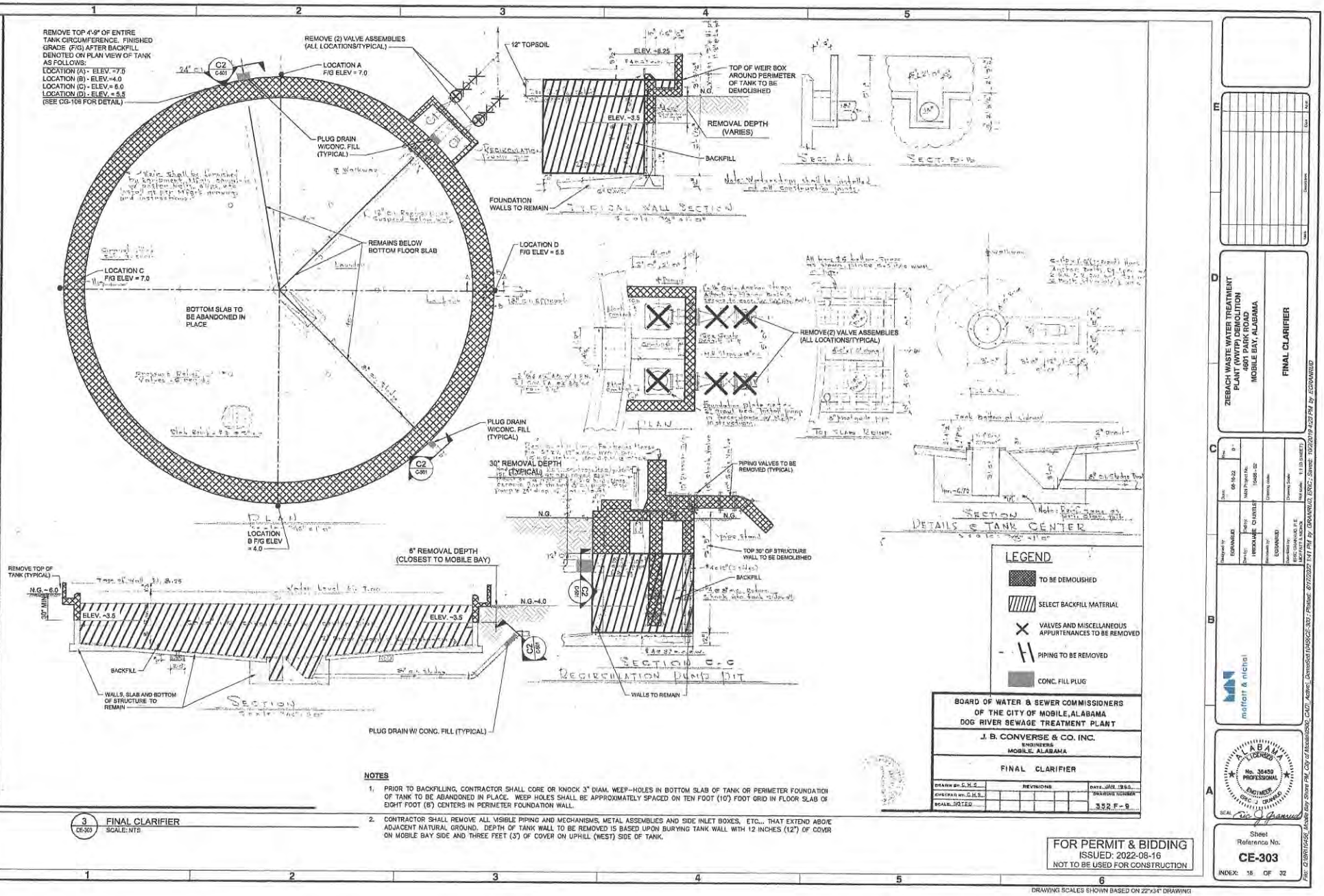

NOTES

1. PRIOR TO BACKFILLING, CONTRACTOR SHALL CORE OR KNOCK 3" DIAM. WEEP-HOLES IN BOTTOM SLAB OF TANK OR PERIMETER FOUNDATION OF TANK TO BE ABANDONED IN PLACE. WEEP HOLES SHALL BE APPROXIMATELY SPACED ON TEN FOOT (10') FOOT GRID IN FLOOR SLAB OR EIGHT FOOT (8') CENTERS IN PERIMETER FOUNDATION WALL.
2. CONTRACTOR SHALL REMOVE ALL VISIBLE PIPING AND MECHANISMS, METAL ASSEMBLIES AND SIDE INLET BOXES, ETC... THAT EXTEND ABOVE ADJACENT NATURAL GROUND. DEPTH OF TANK WALL TO BE REMOVED IS BASED UPON BURYING TANK WALL WITH 12 INCHES (12") OF COVER ON MOBILE BAY SIDE AND THREE FEET (3') OF COVER ON UPHILL (WEST) SIDE OF TANK.

3 CE-303 FINAL CLARIFIER
SCALE: NTS

BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT
J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA
FINAL CLARIFIER

DRAWN BY: C.H.S.
CHECKED BY: C.H.S.
SCALE: NOTED
REVISIONS
DATE: JAN. 1965
DRAWING NUMBER: 352 F-9

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4801 PARK ROAD
MOBILE BAY, ALABAMA
FINAL CLARIFIER

Date: 08-16-22
Main Project No.: 19468-02
Drawing Date:
Drawing Scale:
Plot Scale: 1:1 (3 SHEET)
Designed by: EGRANADO
Drawn by: IRENE MAE CASTILLO
Reviewed by: EGRANADO
Submitted by: EDC DIAGNOLD, P.E. MICHAEL A. MICHAEL

malfatt & michel

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER EDC DIAGNOLD

Sheet Reference No.
CE-303
INDEX: 18 OF 32

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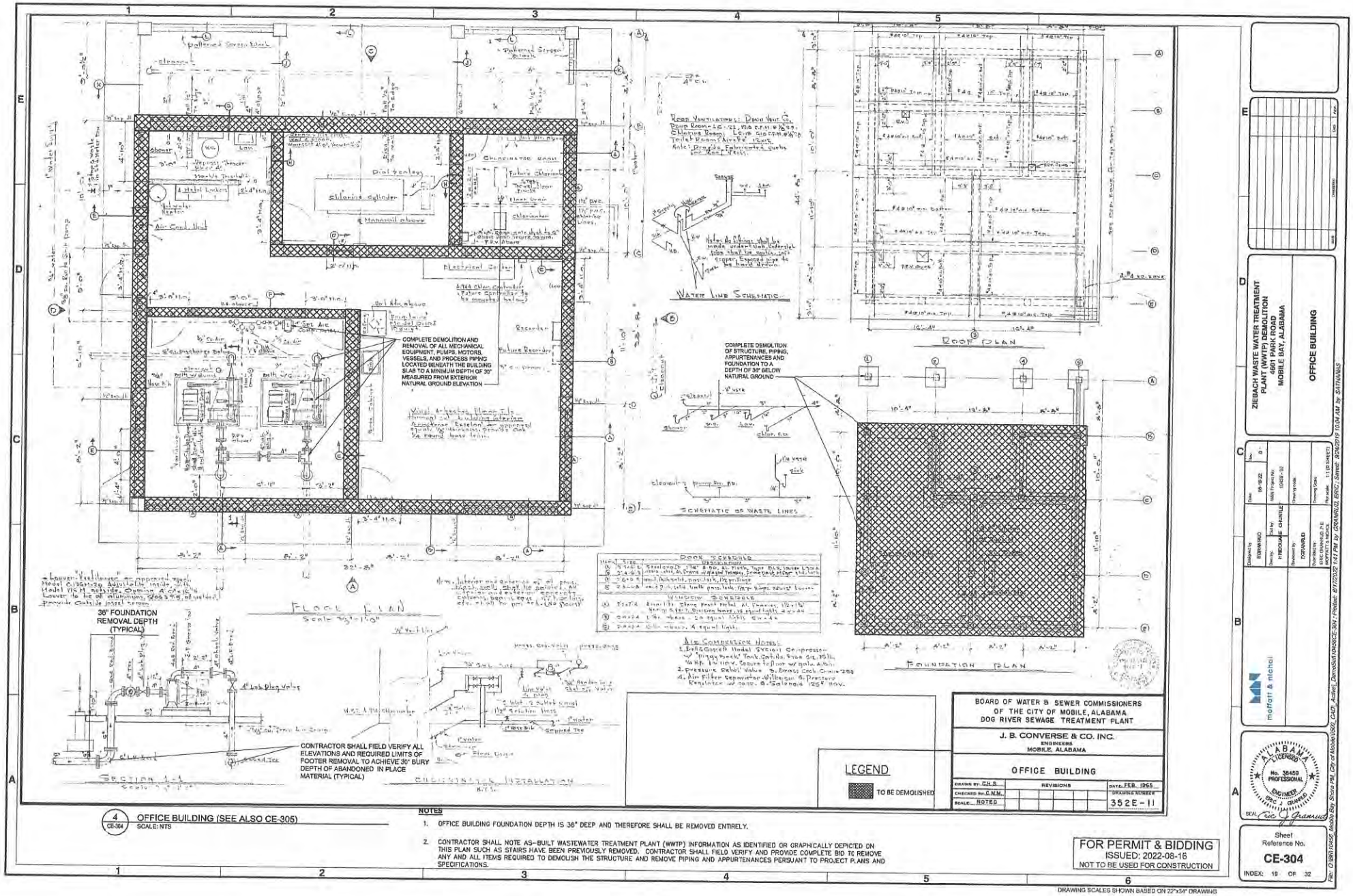

4 CE-304 OFFICE BUILDING (SEE ALSO CE-305)
SCALE: NTS

NOTES

1. OFFICE BUILDING FOUNDATION DEPTH IS 36" DEEP AND THEREFORE SHALL BE REMOVED ENTIRELY.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

OFFICE BUILDING

DRAWN BY: C.H.S. | REVISIONS | DATE: FEB. 1965
CHECKED BY: C.M.M.
SCALE: NOTED | DRAWING NUMBER: 352E-11

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

OFFICE BUILDING

Moffatt & Nichol

ALABAMA LICENSED No. 38459 PROFESSIONAL ENGINEER ERIC J. GRANRUD
SEAL

Sheet Reference No.
CE-304
INDEX: 19 OF 32

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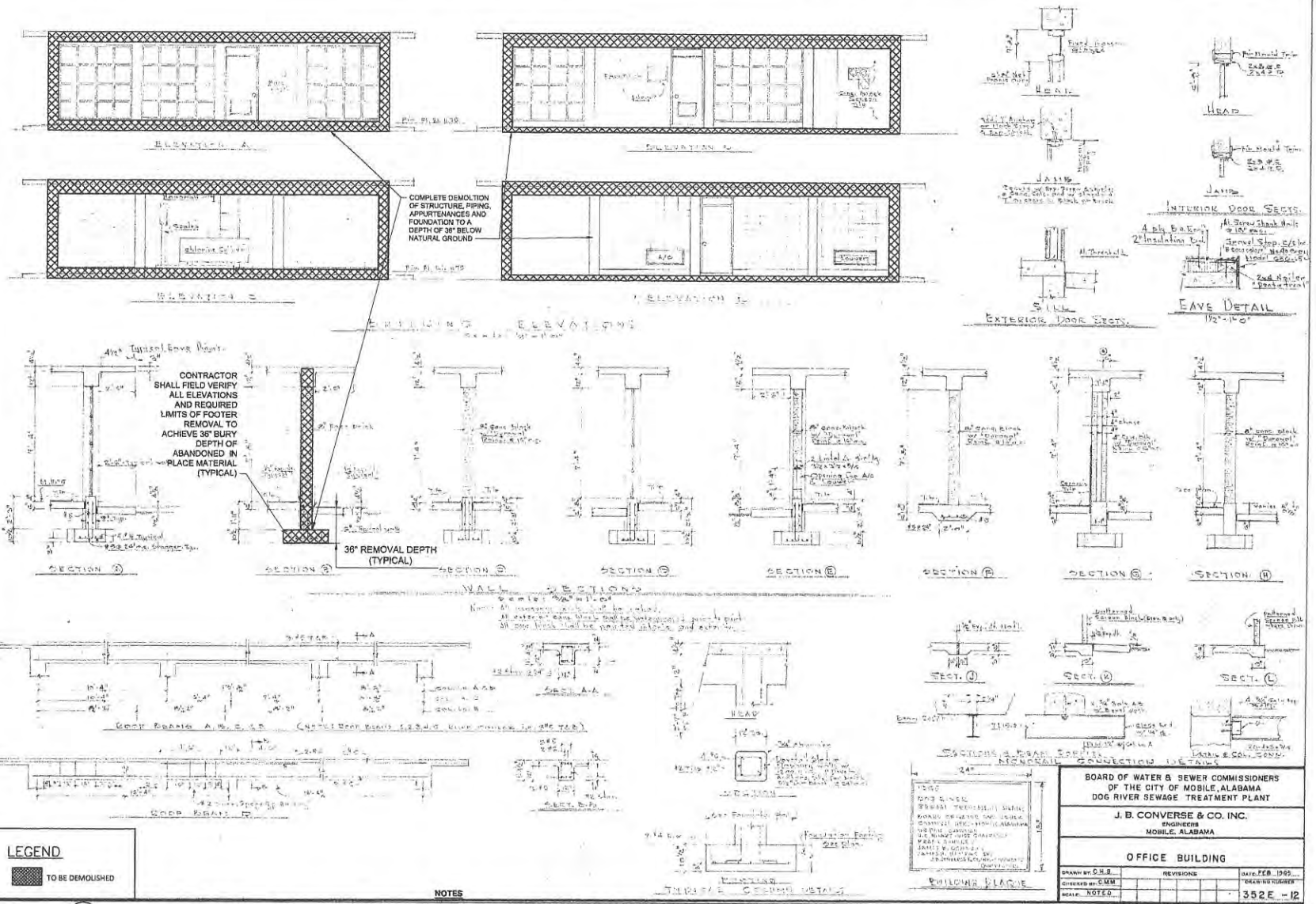

4 CE-305 OFFICE BUILDING (SEE ALSO CE-304)
SCALE: NTS

NOTES

1. OFFICE BUILDING FOUNDATION DEPTH IS 36" DEEP AND THEREFORE SHALL BE REMOVED ENTIRELY.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

OFFICE BUILDING

DRAWN BY: D.H.S. | CHECKED BY: C.M.M | SCALE: NOTED | DATE: FEB. 1969 | DRAWING NUMBER: 352E-12

REVISIONS

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4501 PARK ROAD
MOBILE BAY, ALABAMA

OFFICE BUILDING

Designed by: EDRAMUD | Drawn by: BRIDOUANE | Checked by: EDRAMUD | Approved by: ERIC G. GRANRUD, P.E. MOFFATT & NICHOL | Date: 08-11-22 | Rev: 0 - | Matt Project No. 13439 - 02 | Drawing Code: CHUNTLEY | Drawing Scale: | File Name: 1:1 (D SHEET)

ALABAMA LICENSED No. 26459 PROFESSIONAL ENGINEER ERIC G. GRANRUD

SEAL

Sheet Reference No.
CE-305
INDEX: 20 OF 32

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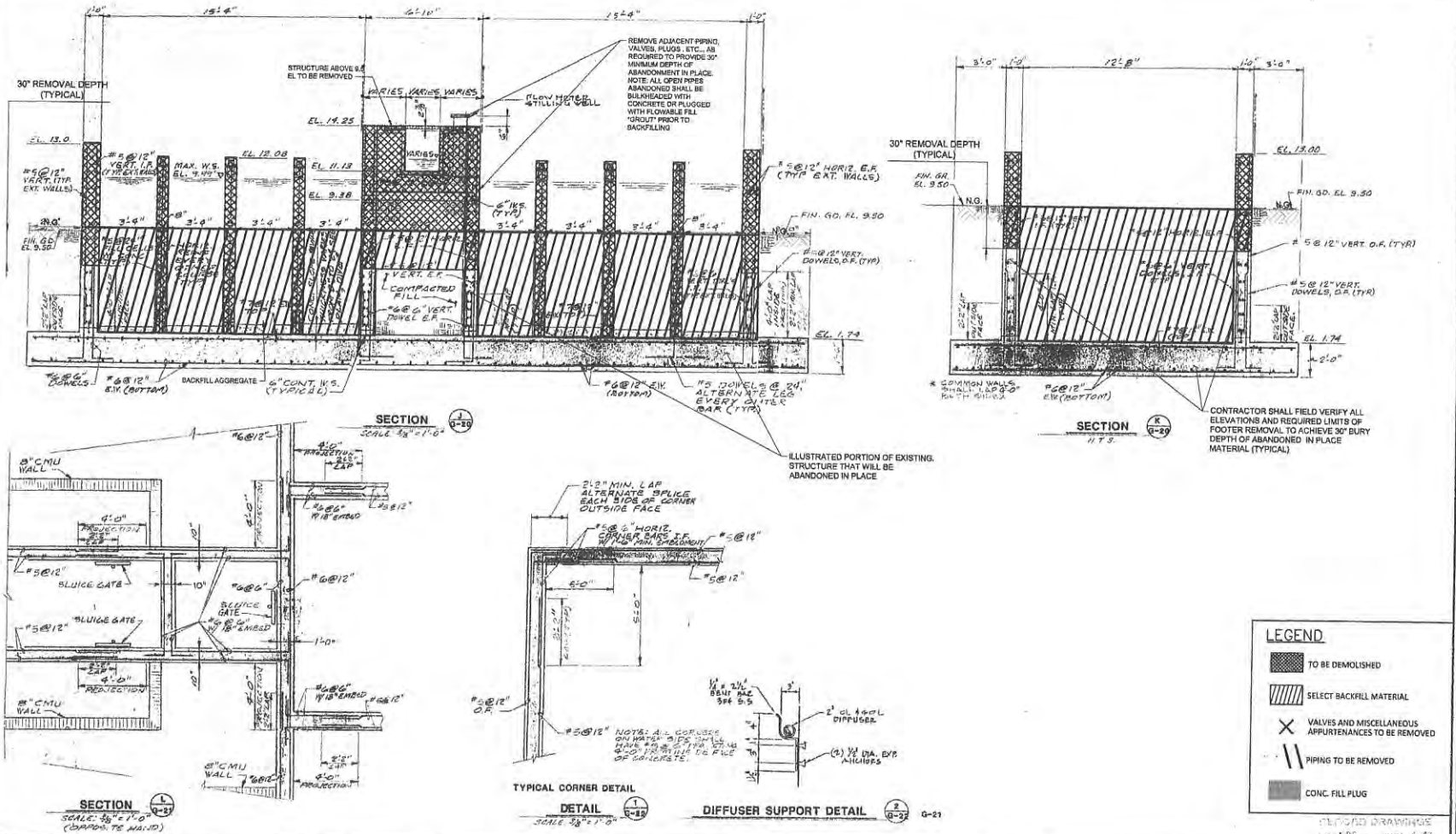

ERIC: LEGEND COULD BE RESCALED AND PLACED HERE

OCT. 19, 1992, ISSUED FOR REBIDDING

BIDDING ONLY

BCM Engineers Inc.

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS

ZIEBACH WWTF
CL2 / SO2 CONTACT CHAMBER
SECTIONS AND DETAILS

DESIGNED H.R.R. | DRAWN W.F.J.JR. | ENGINEER S.H.H. | PROJECT MGR H.R.R. | CHECKED BY K.W.J. | DATE FEBRUARY, 1992

SCALE NOTED | PROJECT NO 05-0006-68 | DRAWING NO G-23 | SHEET 24 OF 49

5 CE-306 CONTACT CHAMBER (SEE ALSO CE-307, CE-308 & CE-309)
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. PRIOR TO BACKFILLING, CONTRACTOR SHALL CORE OR KNOCK 6" DIAM. WEEP HOLES IN EXTERIOR PERIMETER WALL OF TANK THAT IS TO BE ABANDONED IN PLACE. HOLES SHALL BE SPACED APPROX. TEN FEET (10') APART AND NO PORTION OF PERIMETER WALL SHALL NOT CONTAIN A WEEP-HOLE LOCATED FLUSH WITH BOTTOM SLAB.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4501 PARK ROAD
MOBILE BAY, ALABAMA

CONTACT CHAMBER

Sheet Reference No.
CE-306
INDEX: 21 OF 32

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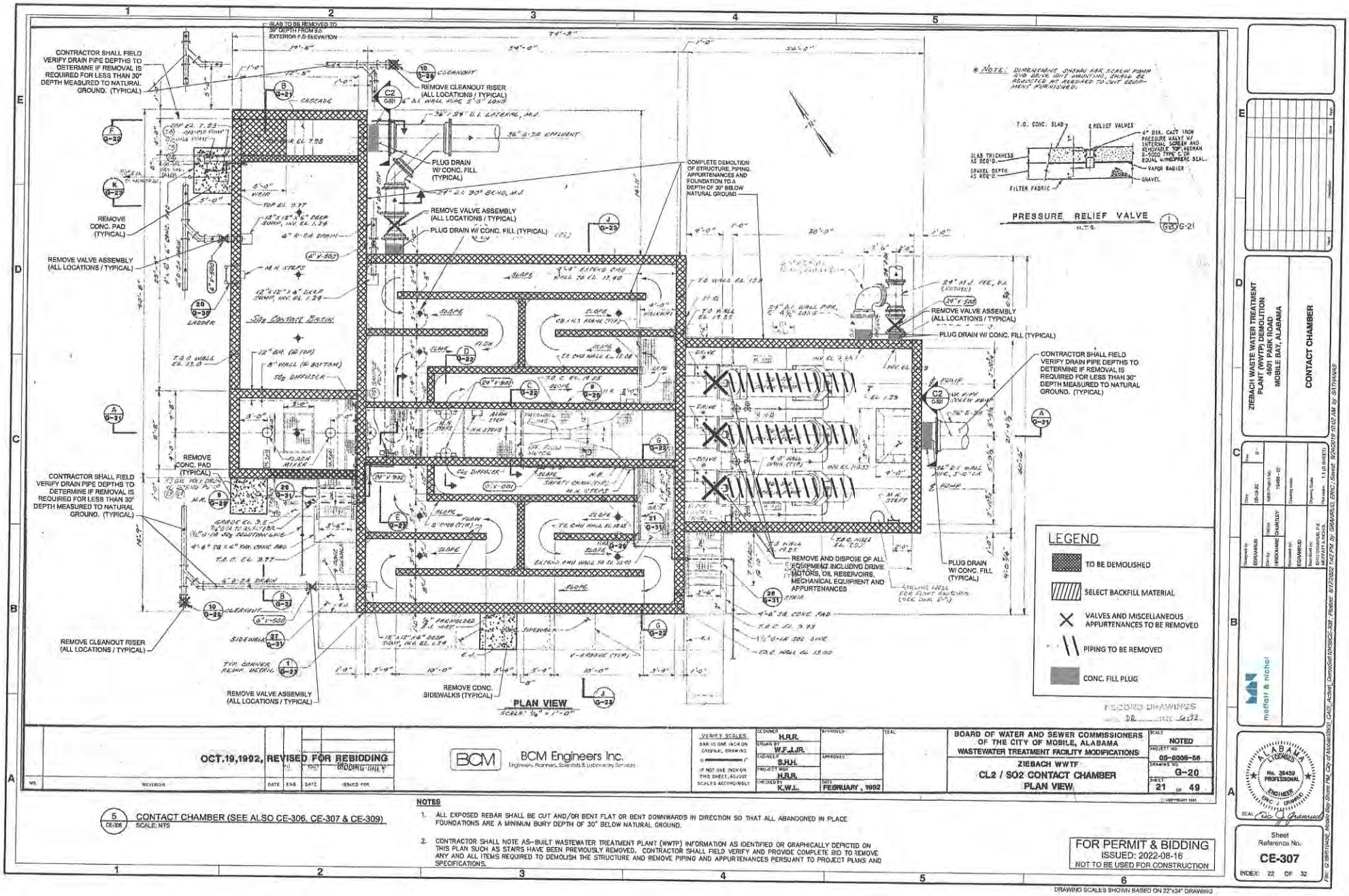

NO.	REVISION	DATE	ENG	DATE	ISSUED FOR
	OCT.19,1992, REVISED FOR REBIDDING				BIDDING UNIT 1

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED H.R.R. | DRAWN BY W.F.J.,JR. | ENGINEER S.H.H. | PROJECT MGR. H.R.R. | CHECKED BY K.W.L. | APPROVED | APPROVED | DATE FEBRUARY , 1992 | SEAL

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 CONTACT CHAMBER
PLAN VIEW

SCALE NOTED | PROJECT NO 05-0008-56 | DRAWING NO G-20 | SHEET 21 OF 49

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5 CE-306 CONTACT CHAMBER (SEE ALSO CE-306, CE-307 & CE-309)
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTID ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4901 PARK ROAD
MOBILE BAY, ALABAMA
CONTACT CHAMBER

maffatt & nichol

ALABAMA LICENSED No. 36450 PROFESSIONAL ENGINEER ENG. GRAHAM

Sheet Reference No. CE-307
INDEX: 22 OF 32

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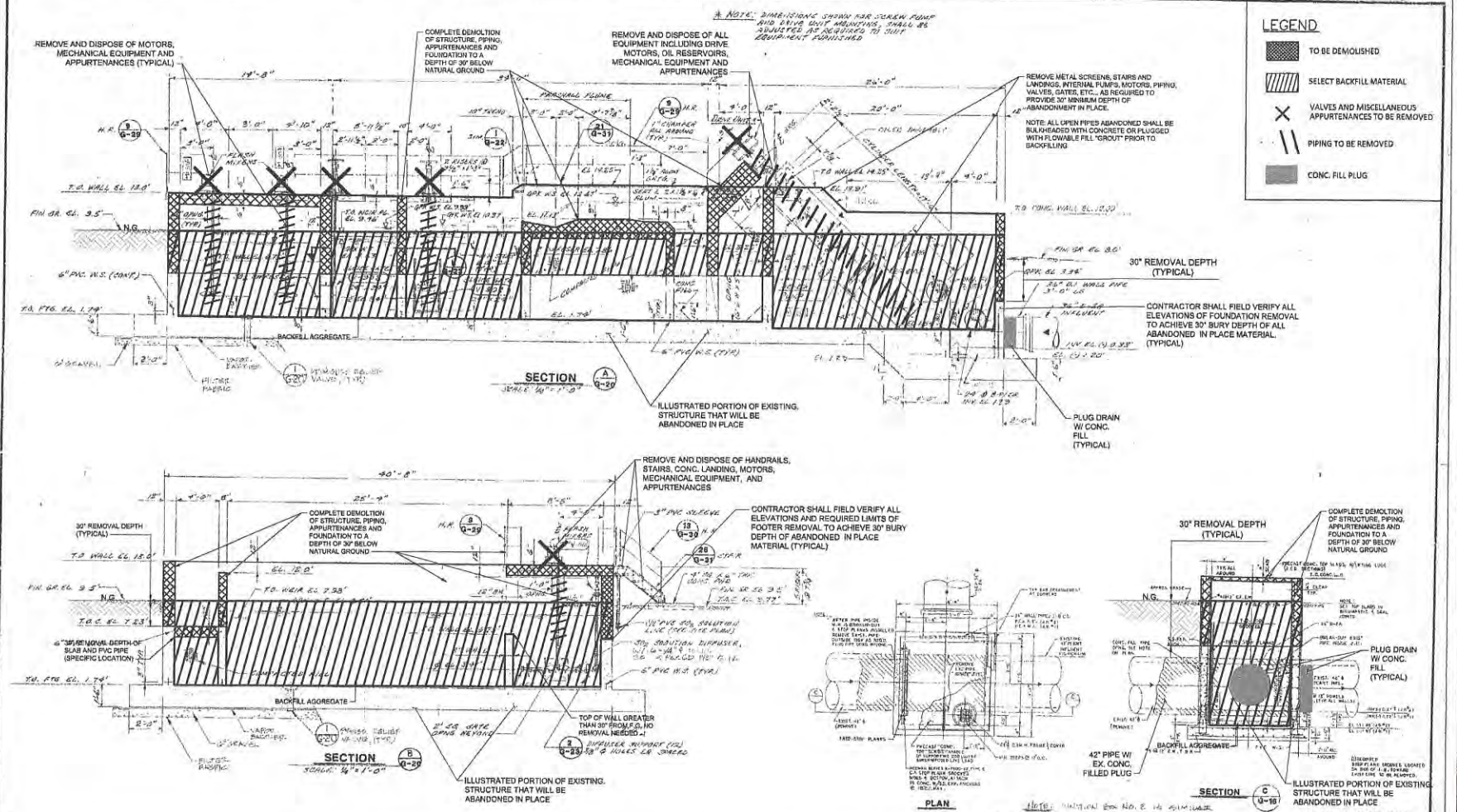

OCT.19,1992, REVISED FOR REBIDDING

BCM Engineers Inc.
Engineers, Planners, Scientists & Consulting Services

DESIGNED BY	H.R.R.
DRAWN BY	W.F.J.R.
CHECKED BY	S.H.H.
PROJECT MGR.	H.R.R.
CHECKED BY	K.W.L.
APPROVED	
DATE	FEBRUARY, 1992

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 CONTACT CHAMBER SECTIONS AND DETAILS

SCALE: NOTED
PROJECT NO. 05-0006-56
DRAWING NO. G-21
SHEET 22 OF 49

5 CE-308 CONTACT CHAMBER (SEE ALSO CE-306, CE-307 & CE-309)
SCALE: NTS

NOTES
1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
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FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4801 PARK ROAD
MOBILE BAY, ALABAMA
CONTACT CHAMBER

moffatt & nichol

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER

Sheet Reference No.
CE-308
INDEX: 23 OF 32

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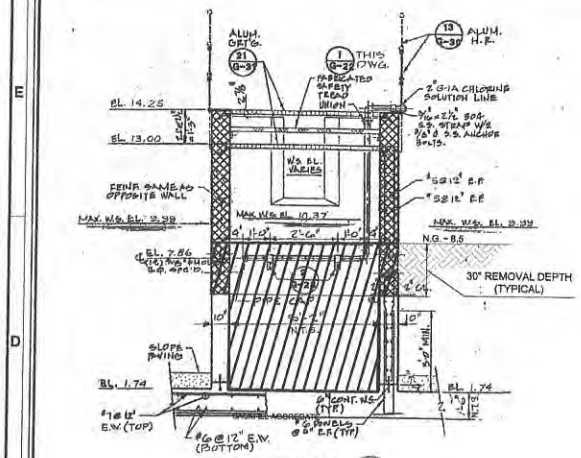

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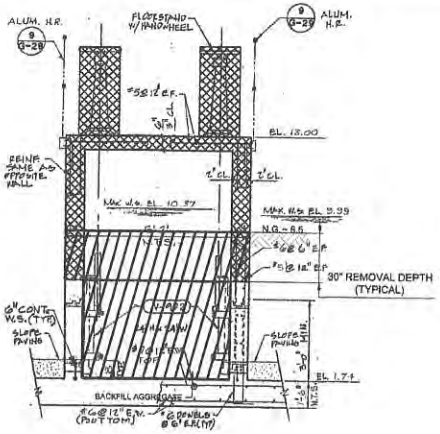

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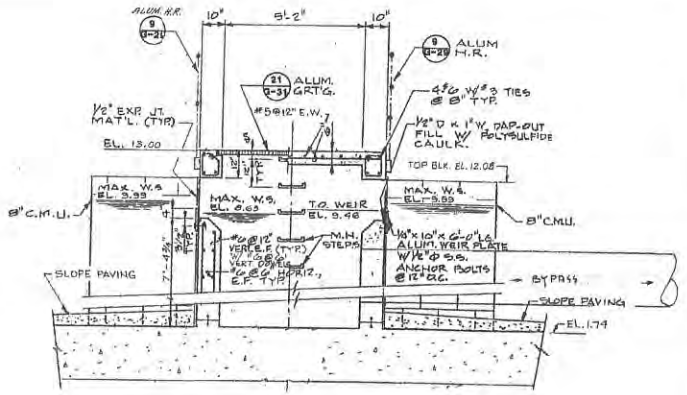

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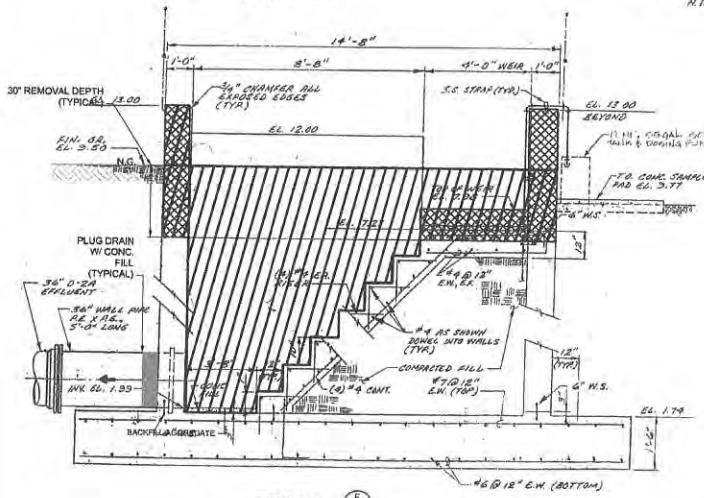
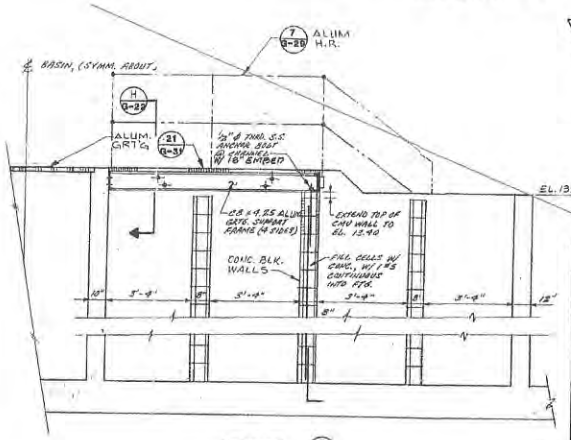
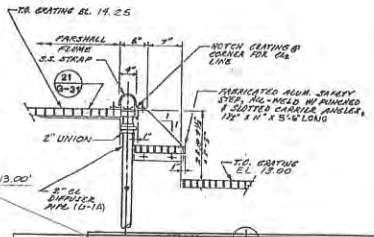


SECTION F N.T.S.



SECTION G SCALE: 1/2"=1'-0"



SECTION E SCALE: 1/2"=1'-0"

LEGEND

- TO BE DEMOLISHED
- SELECT BACKFILL MATERIAL
- VALVES AND MISCELLANEOUS APPURTENANCES TO BE REMOVED
- PIPING TO BE REMOVED
- CONC. FILL PLUG

5 CE-309 CONTACT CHAMBER (SEE ALSO CE-306, CE-307 & CE-308)
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

NO.	REVISION	DATE	ENG.	DATE	ISSUED FOR
	OCT.19,1992, REVISED FOR REBIDDING				BIDDING ONLY

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DESIGNER	H.R.R.	APPROVED	SEAL
DRAWN BY	W.F.J.R.		
ENGINEER	S.H.H.	APPROVED	
PROJECT MGR.	H.R.R.		
CHECKED BY	K.W.J.	DATE	FEBRUARY , 1992

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL[redacted]NTACT CHAMBER AND DETAILS

SCALE: NOTED
PROJECT NO.: 05-0006-56
DRAWING NO.: G-22
SHEET: 23 OF 49

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA
CONTACT CHAMBER

Designed by: EDRAWRUD | Drawn by: JAMES CHANTLEY | Checked by: EDRAWRUD | Approved by: EDRAWRUD | Date: 08-16-22 | Project No.: 10456-02 | Drawing Date: | Scale: 1" = 1 (1/2 SHEET) | Rev. 0

mcnair & nichol

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER ERIC J. GRAMUD

Sheet Reference No.
CE-309
INDEX: 24 OF 32

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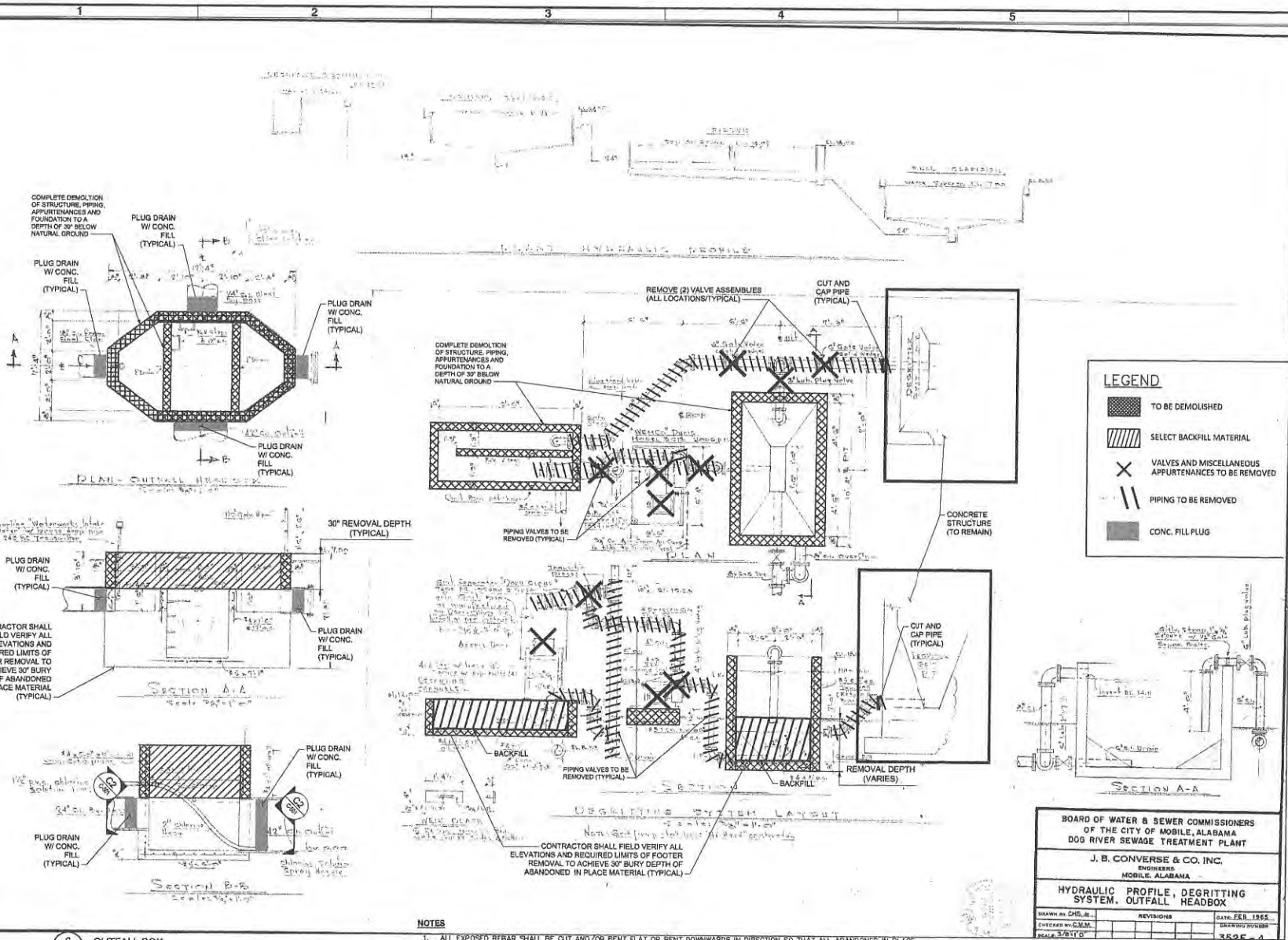
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



6 CE-310 OUTFALL BOX
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
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FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"X34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

OUTFALL BOX

Designed by: EGRAMBUD
Drawn by: HRODGUNE
Reviewed by: EGRAMBUD
Submitted by: ERIC GRANNUD P.E. DEPARTMENT MANAGER
Date: 08-19-22
Main Project No.: 19456-02
Drawing Date: DANLEY
Main scale: 1:1 (D SHEET)

moffatt & nichol

ALABAMA LICENSED ENGINEER No. 36459 PROFESSIONAL ENGINEER ERIC C. GRANNUD
SEAL Eric C. Grannud

Sheet Reference No.
CE-310
INDEX: 28 OF 32

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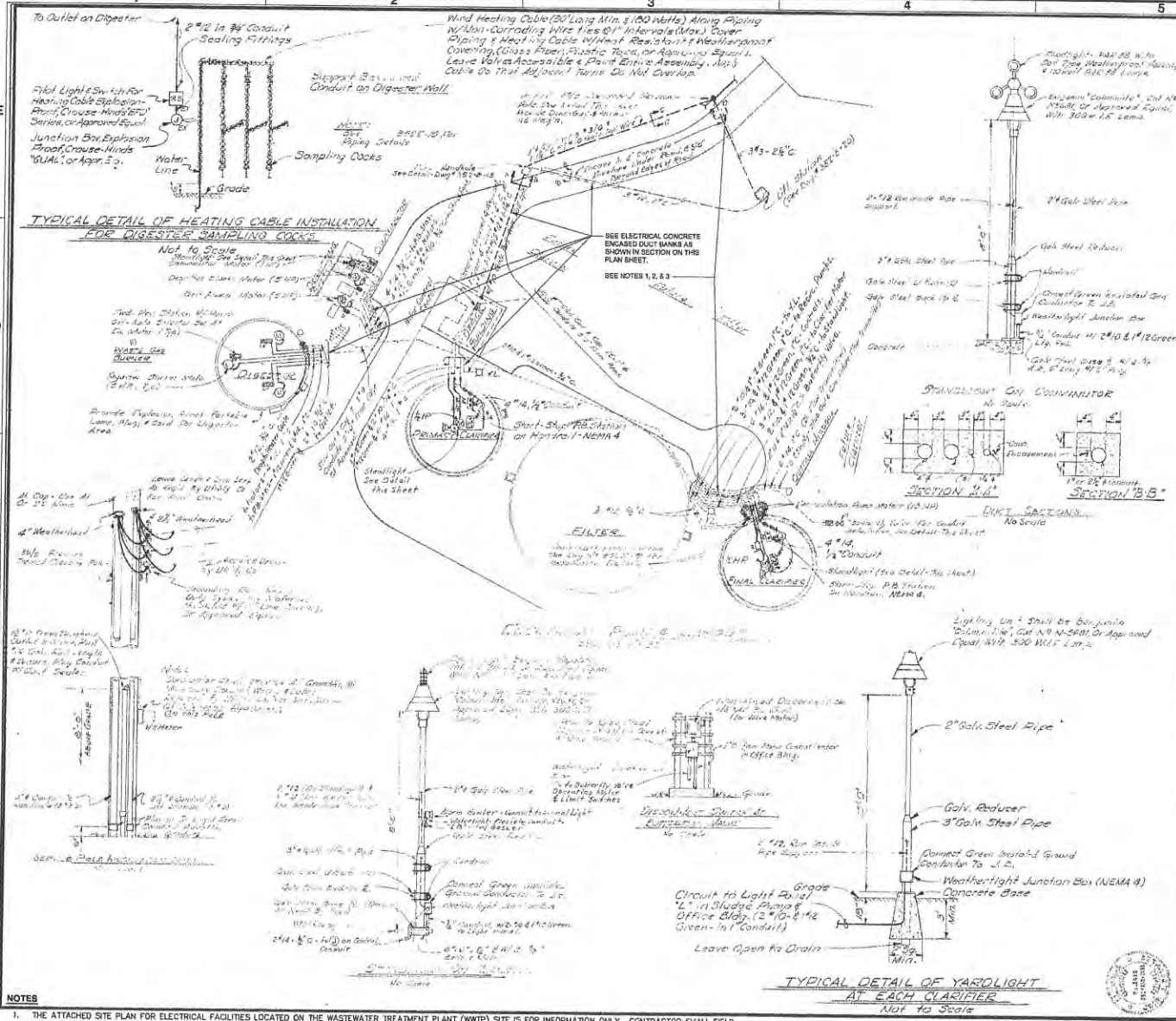
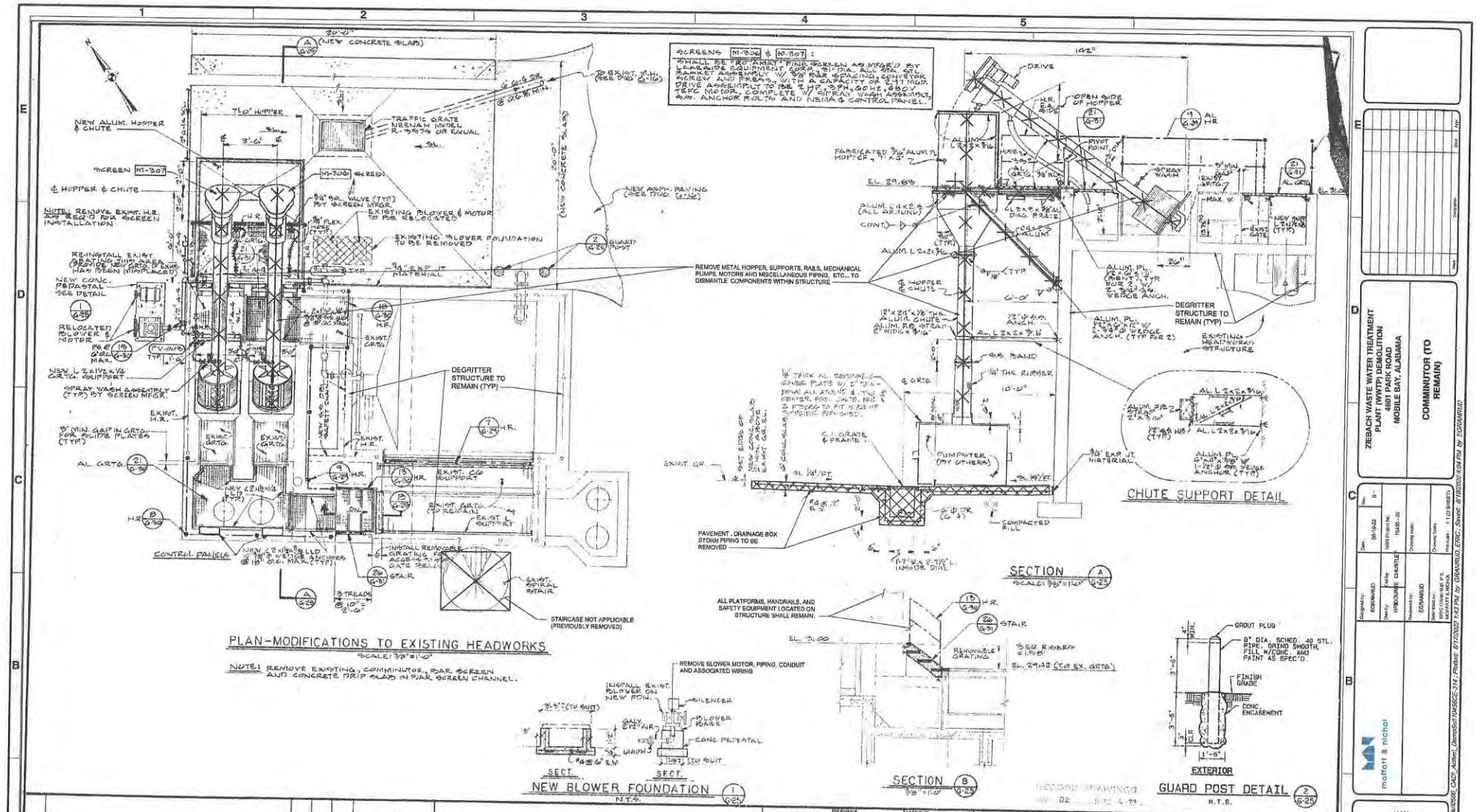

TYPICAL DETAIL OF HEATING CABLE INSTALLATION FOR DIGESTER SAMPLING COCKS
Not to Scale
To Outlet on Digester
Sampling Cocks
Grade
Water Line
Junction Box, Explosion Proof, Crouse-Hinds "GUAL", or Appr. Equ.
Pilot Light & Switch For Heating Cable Explosion-Proof, Crouse-Hinds "EFD" Series, or Approved Equal
Support Bracket on Conduit on Digester Wall
Wind Heating Cable (90' Long Min. & 600 Watts) Along Piping W/Non-Corroding Wire Ties @1' Intervals (Max.) Cover Piping & Heating Cable With Heat Resistant Weatherproof Covering, (Glass Fiber, Plastic Tape, or Approved Equal). Leave Valves Accessible & Paint Entire Assembly. Nat's Cable So That Adjacent Turns Do Not Overlap.
SEE ELECTRICAL CONCRETE ENCASED DUCT BANKS AS SHOWN IN SECTION ON THIS PLAN SHEET.
SEE NOTES 1, 2, & 3
DIGESTER
PRIMARY CLARIFIER
FINAL CLARIFIER
FILTER
Short-Stop P.B. Station on Horizontal - NEMA 4
Standlight See Detail this Sheet
Provide Explosion Proof Portable Lamp, Plug, & Cord For Digester Area.
Weatherhead
Meterhead
Meter
Grade
Concrete Base
Weatherlight Junction Box (NEMA 4)
Connect Green Insulated Ground Conductor To J.C.
2" Galv. Steel Pipe
Galv. Reducer
3" Galv. Steel Pipe
Circuit to Light Poles "L" in Sludge Pump & Office Bldg. (2 #10 & 1 #12 Green - in 1" Conduit)
Leave Open to Drain
Min.
TYPICAL DETAIL OF YARDLIGHT AT EACH CLARIFIER
Not to Scale
LEGEND
Conduit - Buried 24" Min. Below Finished Grade. Hash Marks Indicate Number of Conductors If More Than 2.
Conduit - Run Exposed. Hash Marks Indicate Number of Conductors If More than 2.
Clarifier Mechanism-Overload Relay.
Motor - Estimated HP as shown.
"Start-Stop" Station, Heavy Duty, Lever Operated W/Locking Bar On "Stop" Position, NEMA 4 Enclosure.
Forward-Reverse Station, Lever Operated W/"Manual-Off-Auto" Selector Switch, Heavy Duty, W/Locking Provision in "Off" Position, NEMA 4 Enclosure, Weather & Explosion-Proof.
Flexible Conduit
Yardlight - See Detail
Disconnect - At Motor, Manual Operated Non-Fused Safety Switch Type, H.P. Rated. Connect to Motor With Flexible Conduit. Contractor shall Provide Suitable Structural Steel Support. NEMA 3R Enclosure, (Raintight.)
Standlight at Clarifier w/4 Conductor See Details This Sheet.
Manhole, Weatherproof Type, Benjamin Type 2W1R or Approved Equal.
Standlight - Wall 58 W. Hi Pressure Sodium Vapor Lamp
Benjamin "Columbia" Cat No. N54R, or Approved Equal, With 300 W. H.P. Lamp.
2" Galv. Steel Pipe
Galv. Steel Pipe Sleeve
Aluminum
Ground Green Insulated Grd. Conductor To J.B.
Weatherlight Junction Box
Concrete
Galv. Steel Pipe & Fittings
Standlight - See Detail
Conduit w/ 2 #10 & 1 #12 Green to Lt. Pole
Galv. Steel Pipe & Fittings
Standlight w/ Control
No Scale
SECTION "A-A"
SECTION "B-B"
DUCT SECTIONS
No Scale
Conduit
Concrete Encasement
Min.
Lighting Unit Shall be Benjamin "Colum-a-lite", Cat. No. N-5681, Or Approved Equal With 300 Watt Lamp.
Disconnect Switch at Blower's Valve
Alarm Buzzer - Connect to Signal Light - Waterlight Flexible Conduit
Signal Light
Alarm Contactor
Weatherlight Junction Box
Pressure Switch
Pressure Gauge
Blower
Air Valve
Air Line
Air Filter
Air Regulator
Air Gauge
Air Tank
Air Compressor
Motor
Control
Pressure Switch & Limit Switches
Air Line to Blower
Air Line to Air Tank
Air Line to Air Compressor
Air Line to Air Regulator
Air Line to Air Filter
Air Line to Air Gauge
Air Line to Air Valve
Air Line to Air Line
Air Line to Air Line
Air Line to Air Line



6 HEADWORKS (TO REMAIN)
SCALE: NTS

NOTES

1. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID OF IDENTIFIED WORK. THE DEGRITTER AND COMMUTATOR STRUCTURE WALLS SHALL REMAIN PURSUANT TO PROJECT PLANS AND SPECIFICATIONS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

NO.	REVISION	DATE	ENG.	DATE	ISSUED FOR
					OCT. 19, 1992, ISSUED FOR REBIDDING

BCM Engineers Inc.
Engineers, Planners, Surveyors & Laboratory Services

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY H.R.R.
DRAWN BY A.W.O.
ENGINEER S.H.H.
PROJECT MGR H.R.R.
CHECKED BY K.W.L.
APPROVED
APPROVED
SEAL
DATE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
PLANT INFLUENT HEADWORKS MODIFICATIONS
PLAN, SECTIONS AND DETAILS

SCALE NOTED
PROJECT NO. 05-0008-56
DRAWING NO. G-25
SHEET 26 OF 49

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4801 PARK ROAD
(MOBILE BAY, ALABAMA)

COMMINUTOR (TO REMAIN)

Date: 09-19-22
Designed: EDRANGUD
Drawn by: KIRBOUDRE CHANTEY
Reviewed by: EDRANGUD
Drawing Date:
Sheet Scale: 1 (1/2 SHEET)

maffett & nichol

LICENSED ALABAMA No. 36459 PROFESSIONAL ENGINEER ERIC J. DRANGUD
SEAL

Sheet Reference No. CE-312
INDEX: 27 OF 32

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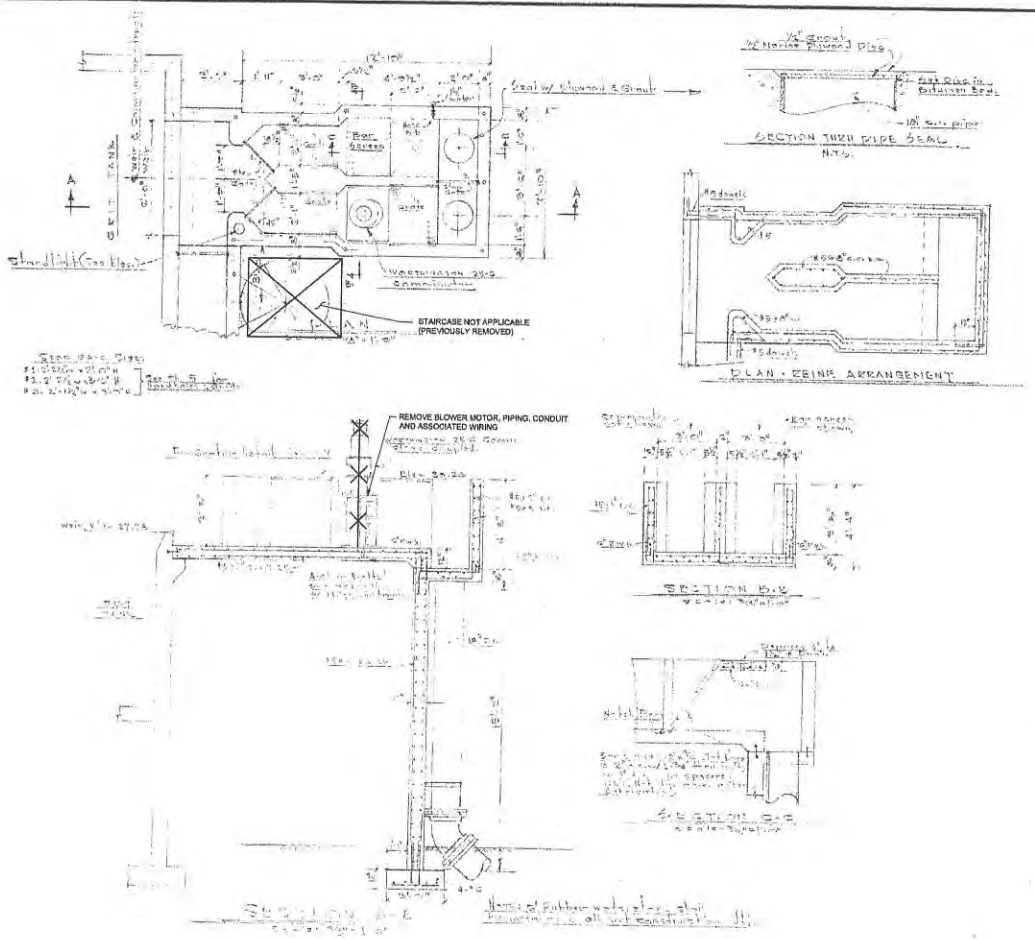

6 CO-105 COMMINUTOR (TO REMAIN)
SCALE: NTS

NOTES

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BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

COMMINUTOR STRUCTURE

DRAWN BY: C.M.S.
CHECKED BY: C.M.M.
SCALE: NOTED
REVISIONS
DATE: FEB. 1965
DRAWING NUMBER
SHEET

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4901 PARK ROAD
MOBILE BAY, ALABAMA

DEGRITTER (TO REMAIN)

Date: 08-19-22
Designed by: EDRAHMED
Drawn by: IRSDUANE QUATLEY
Reviewed by: EDRAHMED
Standard on: ERIC DRAHMED, P.E. MOFFATT & NICHOL
Project No.: 1826-21-0
Drawing Code: CE
Plot Scale: 1:1 (D SHEET)

moffatt & nichol

ALABAMA LICENSED No. 30450 PROFESSIONAL ENGINEER ERIC DRAHMED
SEAL

Sheet Reference No.
CE-313
INDEX: 28 OF 32

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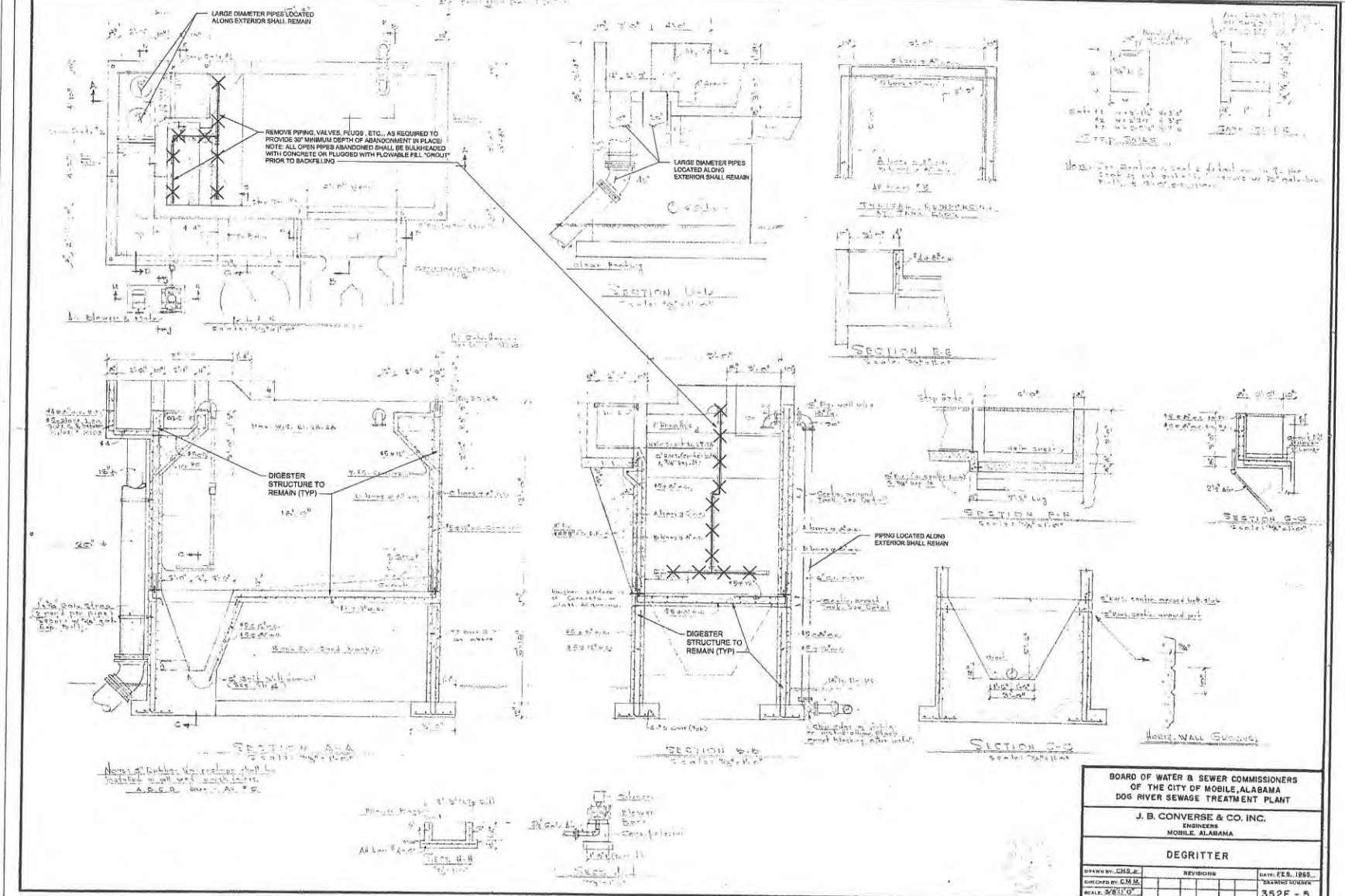

6 CD-105 DEGRITTER (TO REMAIN)
SCALE: NTS

NOTES

1. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID OF IDENTIFIED WORK. THE DEGRITTER STRUCTURE'S WALLS SHALL REMAIN PURSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

DEGRITTER

DRAWN BY: CHS Jr. | CHECKED BY: C.M.M. | SCALE: 3/8"=1'-0" | REVISIONS | DATE: F.E.B. 1965 | DRAWING NUMBER: 352E - 5

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

HEADWORKS (TO REMAIN)

Designed by: EGRAVILD | Drawn by: HRBOUVIE CHENTIEF | Reviewed by: EGRAVILD | Submitted by: ERIC GRAVILD, P.E. MOFFATT & NICHOL | Date: 08-19-22 | MN Project No.: 19422-02 | Drawing Date: | Plot Date: 1:1 (1D SHEET)

moffatt & nichol

ALABAMA LICENSED ENGINEER No. 35456 PROFESSIONAL ENGINEER ERIC J. GRAVILD
SEAL

Sheet Reference No.
CE-314
INDEX: 29 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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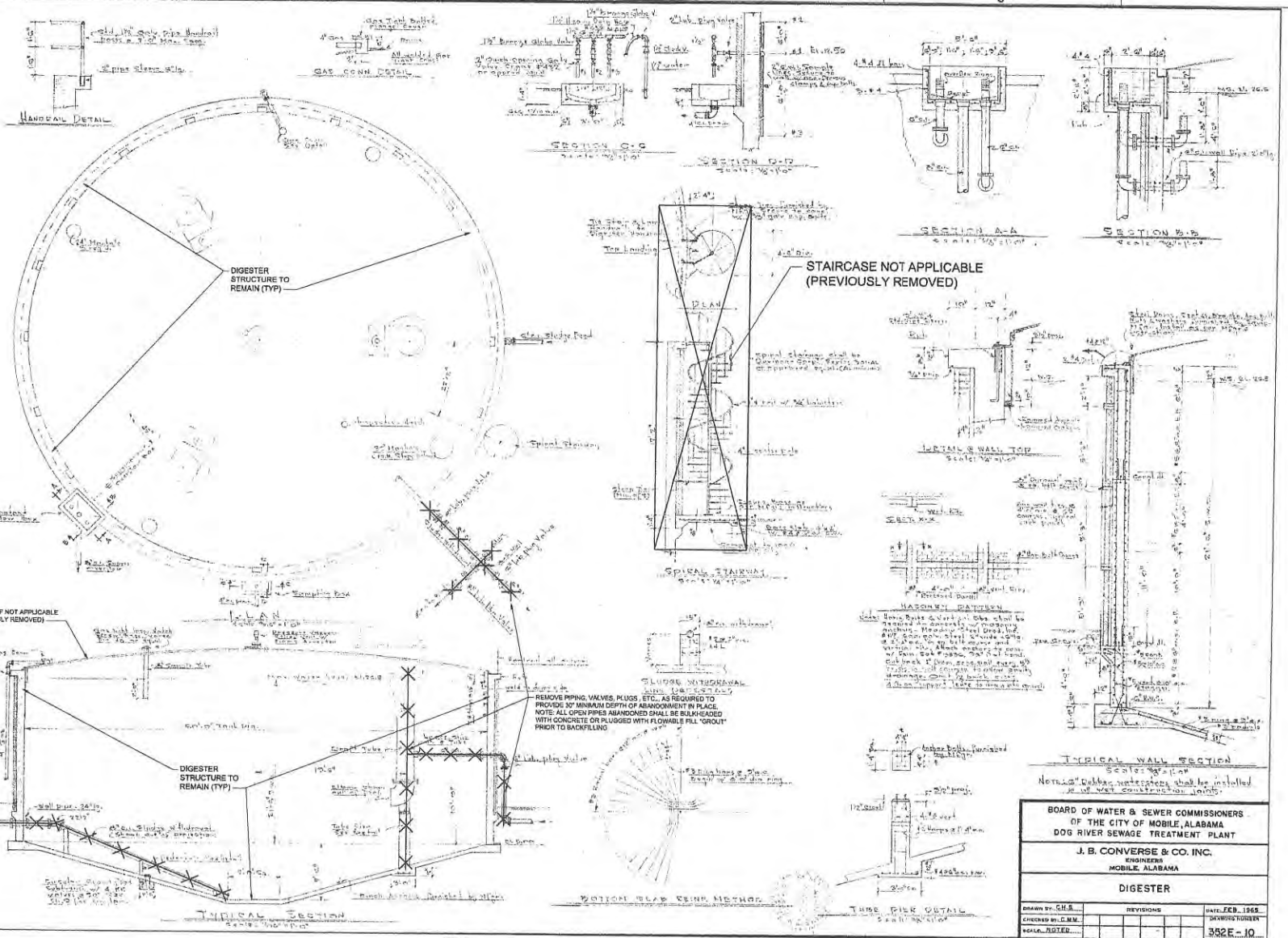

1 CD-105 DIGESTER (TO REMAIN)
SCALE: NTS

NOTES

1. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS ROOF OR STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID OF IDENTIFIED WORK. THE DIGESTER STRUCTURE'S WALLS SHALL REMAIN PURSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

DIGESTER

DRAWN BY: C.H.S.	REVISIONS	DATE: FEB. 1965
CHECKED BY: C.M.M.		DRAWING NUMBER
SCALE: NOTED		352E-10

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

DIGESTER (TO REMAIN)

Designed by: EGRAHAM | Date: 08-16-22
Drawn by: CMcKay | 4601 Project No. 19455.02
Reviewed by: HRODGERS, CHANTLEY | Drawing Scale:
Submitted by: EGRAHAM | Drawing Date:
ERIC GRAHAM P.E. ALABAMA | Plot Scale: 1:1 (22 SHEET)

moffatt & nichol

ALABAMA LICENSED No. 36458 PROFESSIONAL ENGINEER ERIC J. GRAHAM
SEAL

Sheet Reference No.
CE-315
INDEX: 30 OF 32

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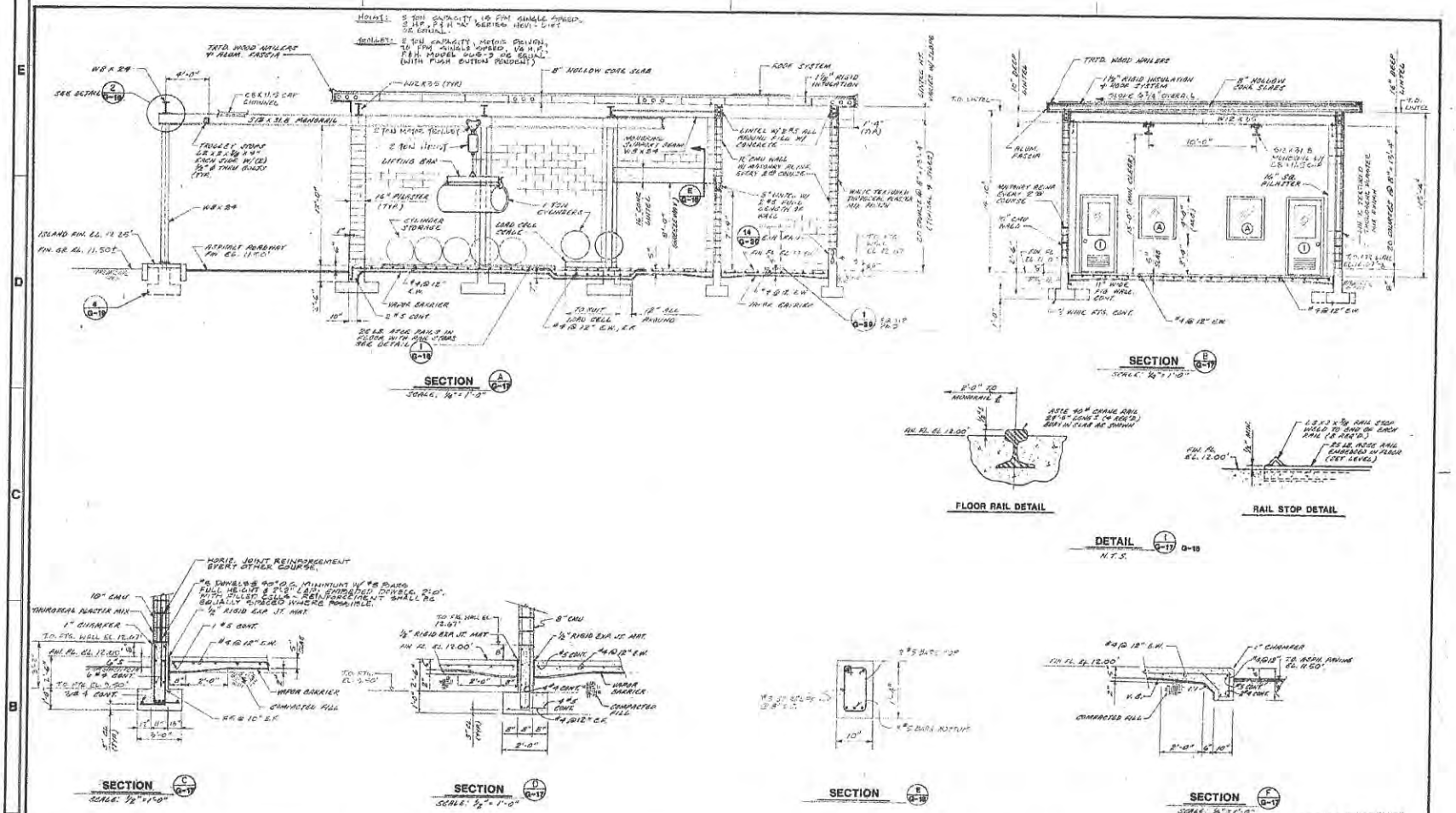
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



OCT. 19, 1992, REVISED FOR REBIDDING

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 BUILDING
SECTIONS AND DETAILS

DESIGNED H.R.R.
DRAWN W.F.J.JR.
TRACED S.H.H.
PROJECT MGR. H.R.R.
CHECKED K.W.L.
APPROVED
ANSWERED
DATE FEBRUARY, 1992
SCALE NOTED
PROJECT NO 05-0006-56
DRAWING NO G-18
SHEET 19 OF 49

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SHOP - CO2 (TO REMAIN)

moffatt & nichol

No. 38459 PROFESSIONAL ENGINEER
ALABAMA
Eric J. Gruner
SEAL

Sheet Reference No.
CE-316
INDEX: 31 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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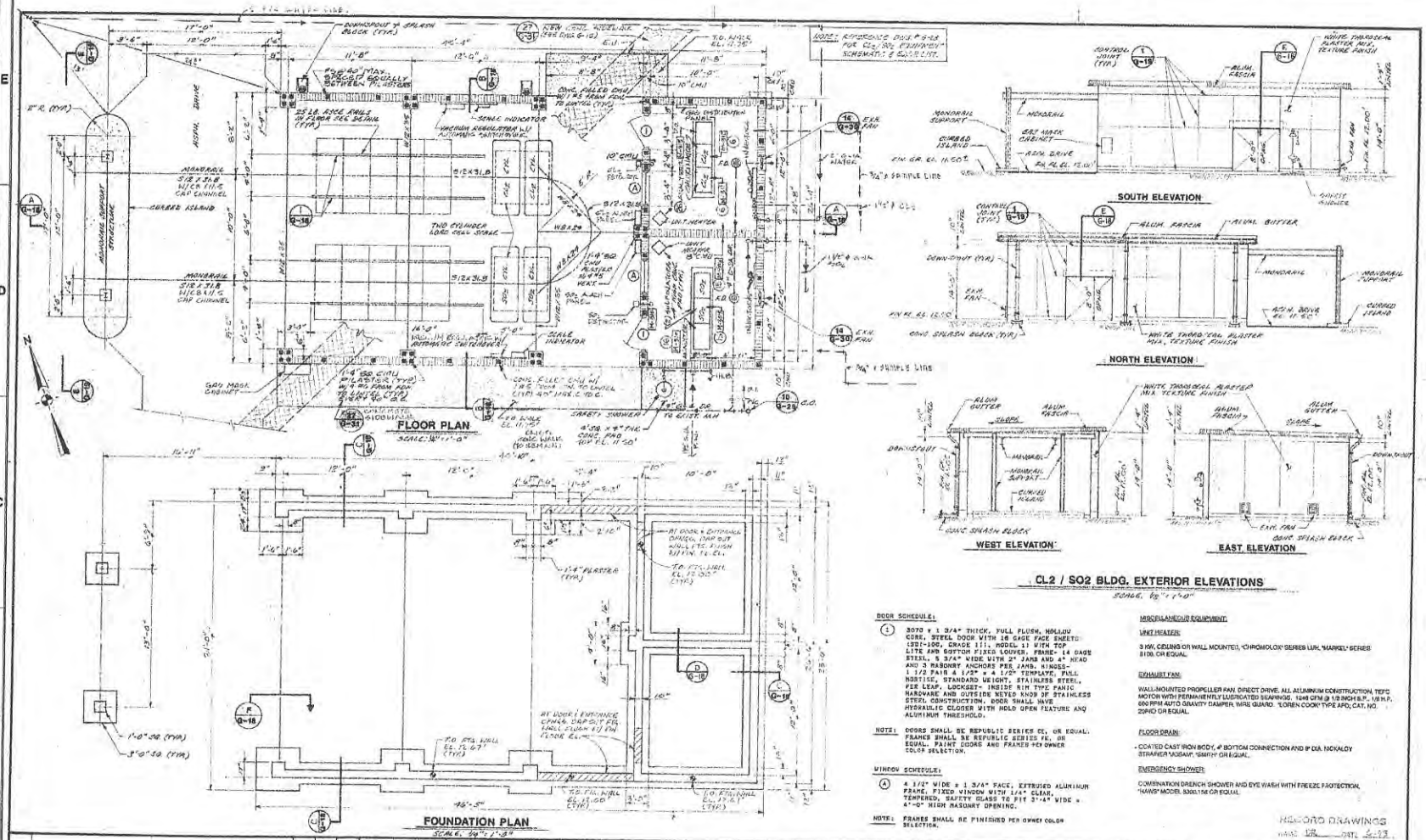

				OCT. 19, 1992, REVISED FOR REBIDDING	
				BIDDING ONLY	
NO.	REVISION	DATE	ENG.	DATE	ISSUED FOR

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING	IN CHARGE: H.R.R.	APPROVED	SEAL
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DRAWN BY: W.F.J.JR.	APPROVED	
	ENGINEER: S.H.H.	APPROVED	
	PROJECT MGR: H.R.R.	APPROVED	
	CHECKED BY: K.W.L.	DATE: FEBRUARY, 1992	

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 BUILDING
PLANS AND ELEVATIONS

SCALE: NOTED
PROJECT NO: 92-0006-66
DRAWING NO: G-17
SHEET: 18 OF 49

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SHOP - CO2 (TO REMAIN)

Designed by: EDRANGRUD
Drawn by: IRBOOKIE GAUNTLET
Reviewed by: EDRANGRUD
Detailed by: ERIC EDRANGRUD, P.E.
Checked by: ERIC EDRANGRUD, P.E.
Date: 08-16-22
MBM Project No.: 19588-02
Drawing Date:
Drawing Scale:
File Name: 11 (D SHEET)

moffatt & nichol

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER ERIC J. EDRANGRUD
SEAL

Sheet Reference No.
CE-317
INDEX: 32 OF 32

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TECHNICAL SPECIFICATIONS

DIVISION 01 – GENERAL

01100	Definition of Bid Items
01 11 00	Summary of Work
01 14 10	Testing Laboratory Services
01 21 00	Allowances
01 29 00	Payment Procedures
01 31 13	Project Coordination & Schedule
01 31 19	Project Meetings
01 33 00	Submittals
01 35 43	Environmental Procedures
01 50 00	Mobilization and Demobilization
01 70 00	Contract Closeout

DIVISON 02 – SITEWORK

02 22 40	Fill and Backfill
02 41 00	Demolition
02 53 00	Topsoil

DIVISION 31 – EARTHWORK

31 00 00	Earthwork
31 23 23	Flowable Fill
31 25 00	Soil Erosion and Sediment Control

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 31 13	Fencing
32 91 13	Ground Prep and Vegetation Establishment

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. Deconstruct and demolish various non-active wastewater treatment plant structures, tanks, buildings, roofs and foundations. The demolition and removal of said structures is inclusive of all associated mechanical, electrical and process equipment piping, motors, pumps, panels, wiring, etc.. that is contained within or associated with described structure to be removed. Subsurface piping, drain lines, drainage inlets, sewer manholes and associated plant valves boxes will additionally be removed as part of the project. Existing asphalt cement pavement (ACP) and Portland cement concrete (PCC) pavement will be removed. Remove and dispose of properly all demolition debris from the site, returning it to natural grade.

B. After all materials are removed and the work site is leveled to grade, add no less than four inches (4”) to topsoil and permanently seed the site.

C. Work performed must meet all local and state building codes and requirements. Provide proper Federal, State and local safety measures during demolition of all building components and handling of material.

D. Remove, replace and repair the sites’ existing chain-link security fencing as required for site demolition.

E. The Demolition Project work includes all materials, labor, and equipment necessary to complete the Work as described by the following items:

1. Mobilization/Demobilization: Includes the furnishing of all materials and equipment and the performing of all labor necessary for the assembling and setting up for the project. This shall include but is not limited to the following:
    a. The initial movement of personnel and equipment to the project site;
    b. The establishment of the Contractor’s field offices, trailers, shops, and storage areas;
    c. Provision of protecting onsite sanitary facility (MAWSS pump station) which is active and shall be accessible to MAWSS personnel thru the duration of the project;
    d. Pre-construction photographs and other required site verifications;
    e. Provision of any required temporary site utilities;
    f. Provision of erosion and sediment control, and any other environmental protection devices;
    g. The acquisition of all permitting not otherwise provided;
    h. The cost of required insurance, bonds and any other initial expense required for the start of work on this project shall be included in this item.

i. All other features and facilities as may be required by any applicable local, state, and Federal laws;
j. All other work and operations that must be performed prior to beginning work on compensable items.
k. Demobilization of all equipment, material, and personnel upon completion of the project and the clean-up of the project site.
l. At the completion of demolition and construction activities, all areas used for storage of equipment and material shall be restored to their original condition as existed prior to commencement of mobilization operations, or as otherwise required to accommodate future project work.

2. Demolition and removal of asphalt pavements, concrete pads, concrete structures, tanks, piping, mechanical and electrical appurtenances, buildings, and other site features as shown on the Drawings or as directed by the Engineer.

3. Earthwork, including excavating and backfilling of demolished tank and building foundations to the depth shown on the Drawings.

4. Material testing, as required shall be provided and paid for by the Contractor.

F. The complete Scope of Work included in the Contract is indicated in the entire Contract Documents and is not restricted to the Work of any particular trade or group of trades.

G. The Specifications are arranged in several sections for convenience of reference. Such arrangements shall not be construed as prescribing by the Engineer the limits of Work of subcontractors, nor the class of labor or trade necessary for the accomplishment of the Work.

1.2 SUBMITTALS

A. See Section 01 33 00 Submittals, for procedures.
B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.3 DEFINITIONS

A. Demolish/Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
B. Standards: Comply with ANSI A10.6 and NFPA 241.
C. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to building demolition including, but not limited to, the following:
D. Inspect and discuss condition of construction to be demolished.
E. Review structural load limitations of existing structures.
F. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
G. Review and finalize protection requirements.

1.5 SEQUENCE OF CONSTRUCTION

A. Install and maintain erosion and sediment control during entirety of project. Perform site demolition and restore site to finished grade, topsoil and seed. See drawings for sequence and/or phasing information.

1.6 CODES AND STANDARDS

A. References in the Contract Documents to Codes, Specifications and Standards is understood to mean the current edition, and any Amendments and Revisions to same, except where dates are indicated in this Project Manual.
B. American National Standards Institute (ANSI) A10.6 1983 Demolition Operations, Safety Requirements.
C. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
D. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.
E. The Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), Latest Edition.

1.3 MATERIAL OWNERSHIP

A. All materials and methods of construction used on this Project shall conform to the qualifications established by the Contract Documents.
B. The Trickle Filter contains 5” aggregate material that shall remain onsite for reuse or stockpiled onsite at the owner’s discretion.

1.4 DRAWINGS AND SPECIFICATIONS

A. Drawings and Specifications shall be considered complementary so that anything shown upon one or described by the other, or implied by either or both, shall be executed and performed as if shown and/or described by both. In case of difference between drawings and specifications, the specifications shall govern.

1.5 PROJECT CONDITIONS

A. Throughout the duration of the project, the contractor shall maintain access to and protect an existing pump station located within the site that is owned and operated by MAWSS.

B. During construction, the Contractor shall be responsible for maintaining and protecting the pedestrian and vehicular traffic at all times on all streets involved and providing access to all residential lots adjacent to the construction area. Emergency vehicle access must be maintained at all times. The Contractor shall furnish and maintain signage, barricades, etc., in accordance with the latest version of the MUTCD Manual on Uniform Traffic Control Devices. The signage, barricades, etc., must be in good condition and the City has the right to reject if determined to be in less than good condition.

C. The Contractor shall conduct his work in such a manner as to not unduly or unnecessarily impede access to private driveways located along adjacent public streets leading to the project site.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01100

DEFINITION OF BID ITEMS

PART 1 – GENERAL

The intent of this section is to explain, in general, what is and what is not included in a bid item, and the limits or cut-off points where one bid item ends and another begins. If no bid item exists for a portion of the work, include the costs in a related bid item. Measurement and Payment for all items of work shall be done in accordance with Section 012900 "Payment Procedures".

Demolition of buildings and tank structures shall be lump sum price and inclusive of imported, placed and compacted backfill material. The volume of backfill provided for each structure is based upon abandoning portions of foundations in place which are deeper than 30" in depth from existing finished grade. No additional compensation for imported fill volume shall be paid should the CONTRACTOR choose to remove additional foundation concrete thereby increasing excavation volume and associated backfill volume. Dewatering shall not be measured or paid separately should the CONTRACTOR choose to perform it. The lump sum or unit price for each item shall be full compensation for all labor, materials, equipment, tools, and incidentals to complete each bid item.

1.1 BID ITEM NO. 1000 – MOBILIZATION & DEMOBILIZATION, COMPLETE

A. This bid item consists of mobilization and demobilization in accordance with the State Standard Specifications, bonds and insurance. This bid item includes mobilization of equipment, materials and personnel; temporary facilities; temporary fencing; preparation of submittals; and demobilization.

B. Unit of Payment: Lump Sum (LS)

1.2 BID ITEM NO. 1001 – ALLOWANCE – FLOWABLE FILL

A. The allowance of flowable fill shall be used when circumstances of drains or other buried conduits requiring plugging and abandoning in place are deemed warranted to prevent soil material intrusion. Flowable fill to be used to plug drains or pipes, fill junction boxes, manholes etc… at specific locations are specified on plans and shall be included under bid item 1014. Building and tank structure demolition shall be inclusive of all required pipe plugging for their respective lump sum bid item price. The flowable fill allowance therefore pertains strictly to locations of unknown pipes requiring plugging that are not identified on plans and/or included within other bid items. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Cubic Yard (CY)

1.3 BID ITEM NO. 1002 – ALLOWANCE – IMPORTED AND PLACED BACKFILL MATERIAL

A. The allowance of imported and placed backfill material shall be used when site conditions warrant removal of below grade item which is less than 30" from finish grade and therefore should not be abandoned in place. Locations may include unknown pipes and structures deemed required to be removed and necessitating the backfilling of their excavations. With written owner approval, the allowance may be used for special conditions resulting from demolition of site features not specifically

or separately addressed by other bid items. This bid item consists of backfill material and all work required to import, place and compact backfill material into excavations in accordance with Specification Section 02 22 40 “Fill and Backfill” and Section 31 00 00 “Earthwork.”

B. Unit of Payment: Cubic Yard (CY)

1.4 BID ITEM NO. 1003 – DEMOLITION OF ASPHALT PAVEMENT

A. This bid item consists of asphalt pavement demolition for locations and to the dimensions, lines and grades shown on the Drawings. Bid item includes saw-cutting clean work limits, disposal of asphalt material, excavating and stockpile subgrade aggregate base course in designated approved location and all work required to demolition asphalt pavement in preparation for fine grading and topsoil placement. The bid item includes all depths of asphalt encountered on the project with no additional compensation for depth of asphalt variability.

B. Unit of Payment: Square Yard (SY)

1.5 BID ITEM NO. 1004 – DEMOLITION OF CONCRETE PAVEMENT

A. This bid item consists of concrete pavement demolition for locations and to the dimensions, lines and grades shown on the Drawings. Bid item includes saw-cutting clean work limits, disposal of concrete material, excavating and stockpile subgrade aggregate base course in designated approved location and all work required to demolition concrete pavement in preparation for fine grading and topsoil placement. The bid item additionally includes complete removal of concrete curbs, slabs and reinforcement as identified on the plans.

B. Unit of Payment: Square Yard (SY)

1.6 BID ITEM NO. 1005 – OFFICE BUILDING DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing building are provided in plans with specific notes related to foundation removal. The imported, placed and compacted backfill volume determined for this structure demolition is 230 CY. Backfill more than this volume will not be paid for separately. Demolition of structure shall include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30” in depth from finished grade and therefore allowed to be abandoned in place. Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the building shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the office building demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.7 BID ITEM NO. 1006 – TRICKLE FILTER TANK DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing trickle filter tank is provided in plans with specific notes related to foundation removal. The imported, placed and compacted backfill volume determined for this structure demolition is 800 CY. Backfill more than this volume will not be paid for separately. Demolition of structure shall

include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30" in depth from finished grade and therefore allowed to be abandoned in place. Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. The trickle filter rock media shall be stockpiled in a designated location on the site. No other materials or components associated with demolition of the trickle filter shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the trickle filter tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.8 BID ITEM NO. 8 – 1007 –CLARIFIER TANK DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Contractor shall note as-built drawings of existing clarifier tank is provided in plans with specific notes related to foundation removal. Demolition of structure shall include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30" in depth from finished grade and therefore allowed to be abandoned in place. The imported, placed and compacted backfill volume determined for this structure demolition is 300 CY. Backfill more than this volume will not be paid for separately. The Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the clarifier tank shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the clarifier tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.9 BID ITEM NO. 1008 – CONTACT CHAMBER DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Contractor shall note as-built drawings of existing contact chamber is provided in plans with specific notes related to foundation removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of foundation in addition to coring and breaking holes into the bottom of the structure. Abandoning lower portion of structure in place shall include backfilling the tank with suitable fill material. The imported, placed and compacted backfill volume determined for this structure demolition is 630 CY. Backfill more than this volume will not be paid for separately. Demolition of structure shall include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30" in depth from finished grade and therefore allowed to be abandoned in place. The Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the clarifier tank shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the clarifier tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.10 BID ITEM NO. 1009 – FINAL CLARIFIER DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing clarifier tank is provided in plans with specific notes related to foundation removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of tank foundation in addition to coring and breaking holes into the bottom of the tank. Dewatering shall be included if deemed necessary by the contractor. Abandoning lower portion of tank in place shall include backfilling the tank with suitable fill material. The imported, placed and compacted backfill volume determined for this structure demolition is 770 CY. Backfill more than this volume will not be paid for separately. The Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the clarifier tank shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the clarifier tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.11 BID ITEM NO. 1010 – OUTFALL HEAD BOX DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing outfall head box is provided in plans with specific notes related to foundation removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of box. Abandoning lower portion of box and placing flowable fill pipe plugs shall be included. The imported, placed and compacted backfill volume determined for this structure demolition is 18.5 CY. Backfill more than this volume will not be paid for separately. All waste and construction debris from the outfall head box demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.12 BID ITEM NO. 1011 – WASH RACK DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Work shall include complete removal of wash rack system and foundations comprised of metal piping, supports, hangers, steps and concrete foundations located at the wash rack location. The concrete pavement removal is included within square yard area provided for bid item 1004. No portions of the wash rack or associated piping, drainage, shall be abandoned in place. All waste and construction debris from the wash rack demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.13 BID ITEM NO. 1012 – ABOVE GROUND PIPING AND APPURTENANCES DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Work shall include complete removal of piping, supports, foundations, tanks, and miscellaneous appurtenances located above ground and not associated with other bid items. The headworks concrete boxes and piping shall

be completely removed. The metal tank and gas line located northwest of the sludge digester tank and other power pole, electrical pedestals and control panels, valves, gauges, etc… shall be included in this work. All waste and construction debris from demolition of above ground piping, miscellaneous appurtenances and concrete slabs and foundations shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.14 BID ITEM NO. 1013 – SELECTIVE DEMOLITION, HEADWORKS / DEGRITTER / COMMUNITOR

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Work shall include complete removal of miscellaneous gear, electrical and mechanical equipment within the degritter and communitor structure. All waste and construction debris from the partial demolition of headworks, degritter and communitor shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.15 BID ITEM NO. 1014 – SELECTIVE DEMOLITION, MAINTENANCE GARAGE SHOP

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Work shall include complete removal of electrical panels, conduits, CO2 cabinets, and miscellaneous gear and equipment not associated with physical structure. All waste and construction debris from the selective demolition of shop related interior components shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.16 BID ITEM NO. 1015 – SELECTIVE DEMOLITION, DIGESTER

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Work shall include removal of piping, equipment, and other related components that are visible within and surrounding the digester tank. All waste and construction debris from the selective demolition of digester related equipment shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.17 BID ITEM NO. 1016 – SELECTIVE DEMOLITION OF JUNCTION BOX

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing junction box detail is provided in plans with specific notes related to top and upper portion of structure removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of junction box. Abandoning lower portion of box and placing flowable fill pipe plugs shall be included. Backfill of excavation to restore ground to original finish grade shall not be paid separately but included within price of bid item. All waste and construction debris from the junction box demolition shall be removed from the site.

B. Unit of Payment: Each (EA)

1.18 BID ITEM NO. 1017 – SELECTIVE DEMOLITION OF MANHOLE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing manhole detail is provided in plans with specific notes related to top and upper portion of structure removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of manhole. Abandoning lower portion of manhole and placing flowable fill pipe plugs shall be included. Backfill of excavation to restore ground to original finish grade shall not be paid separately but included within price of bid item. All waste and construction debris from the manhole demolition shall be removed from the site.

B. Unit of Payment: Each (EA)

1.19 BID ITEM NO. 1018 –MANHOLE / DRAINAGE STRUCTURE REMOVAL

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. As specified on plans, CONTRACTOR shall remove existing manholes and drainage structures. Associated pipes to be abandoned in place shall be sealed off with flowable fill pipe plugs as part of other bid items for their respective pipe diameters. Backfill of excavation to restore ground to original finish grade shall not be paid separately but included within price of bid item. All waste and construction debris from the junction box demolition shall be removed from the site.

B. Unit of Payment: Each (EA)

1.20 BID ITEM NO. 1019 – 4” THRU 8” PIPING REMOVAL (ACP, DIP, PVC)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. As specified on plans, CONTRACTOR shall remove existing piping that runs throughout site, between structures, etc.. that is less than 30” below original finished grade. Piping smaller than 4” shall not be paid for and is allowed to remain as long as no evidence exists of its’ presence such as loose ends, pieces of piping, etc.. Pipes which are greater in depth than 30” from original finished grade shall be abandoned in place. See flowable fill pipe plugs. Pipes which are greater than 8” in diameter less than 30” in depth shall be removed as part of other bid items. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.21 BID ITEM NO. 1020 – 10” THRU 15” PIPING REMOVAL (ACP, DIP, RCP)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Pipes which are greater in depth than 30” from original finished grade shall be abandoned in place without flowable fill pipe plugs. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.22 BID ITEM NO. 1021 – 18" THRU 24" PIPING REMOVAL (ACP, DIP, RCP)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Pipes which are greater in depth than 30" from original finished grade shall be abandoned in place without flowable fill pipe plugs. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.23 BID ITEM NO. 1022 – 36" THRU 42" PIPING REMOVAL (RCP)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Pipes which are greater in depth than 30" from original finished grade shall be abandoned in place without flowable fill pipe plugs. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.24 BID ITEM NO. 1023 – 42" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.25 BID ITEM NO. 1024 – 36" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.26 BID ITEM NO. 1025 – 24" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.27 BID ITEM NO. 1026 – 18" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.28 BID ITEM NO. 1027 – SILT FENCE

A. This bid item consists of materials and all work required to secure temporary perimeter erosion silt fence around the construction site as denoted in plans. The silt fence shall be installed and maintained in permit compliance with the CBMPP document and Specification Section 31 25 00 “Soil Erosion and Sediment Control”.

B. Unit of Payment: Linear Foot (LF)

1.29 BID ITEM NO. 1028 – TEMPORARY SEEDING

A. This bid item consists of materials and all work required to prepare, furnish, and maintain a temporary acceptable stand of vegetation in accordance with Specification Section 31 25 00 “Soil Erosion and Sediment Control” and Section 32 91 13 “Ground Preparation, Vegetation Establishment”.

B. Unit of Payment: Acres (AC)

1.30 BID ITEM NO. 1029 – PERMANENT SEEDING

A. This bid item consists of materials and all work required to prepare and establish an acceptable permanent stand of vegetation of the species designated for establishment in accordance with Specification Section 32 91 13 “ground preparation, vegetation establishment”.

B. Unit of Payment: Acres (AC)

1.31 BID ITEM NO. 1030 – EROSION AND SEDIMENT CONTROL MAINTENANCE (SWPPP)

A. This bid item consists of complying with ADEM NPDES General permit regulations and project’s Construction Best Management Practices Plan (CBMPP). Refer to CBMPP and Specification Section 31 25 00 “Soil Erosion and Sediment Control”.

B. Unit of Payment: Lump Sum (LS)

1.32 BID ITEM NO. 1031 – IMPORTED TOPSOIL MATEIRAL PLACEMENT W/FINE GRADING, (4” DEPTH) COMPLETE IN-PLACE

A. This bid item consists of all work related to furnishing and placing of all materials and equipment and the performing of all labor to complete the placement of topsoil, in accordance with Specification Section 02 53 00 “Topsoil”.

B. Unit of Payment: Square Yard (SY)

1.33 BID ITEM NO. 1032 – CHAIN-LINK SECURITY FENCE REPAIR

A. This bid item consists of all work related to furnishing and placing of all materials and equipment and the performing of all labor to repair the existing site security fence which is down in several locations. All material products and workmanship shall be in like quality and grade as existing fence.

B. Unit of Payment: Square Yard (SY)

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 00

TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall retain and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications. Owner may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

B. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

C. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents
2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.

1.03 CONTRACTOR RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard Specifications for quality and workmanship are indicated in the Contract Documents.
E. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the Standard Specifications for quality and workmanship indicated in the Contract

1.04 DOCUMENTS

A. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

B. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site or at the source of the product to be tested.
3. To facilitate inspections and tests.
4. For storage and curing of test samples.
5. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
6. The Contractor shall pay for all costs associated with testing of materials and compaction through the course of construction.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 21 00

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. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

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

C. Types of allowances include the following:

1. Lump-Sum allowances.
2. Unit-Cost allowances.
3. Quantity allowances.

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 at such time that a portion of all or sum of the allocated allowance item will be used in advance of performing or procuring work and /or materials to complete work.

1.5 SUBMITTALS

A. Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

A. Comply with specifications for materials as outlined in subsections of the project's technical specifications.

PART 3 EXECUTION

3.1 INSPECTION

A. Engineer and/or City representative will otherwise use allowance in advance of contractor authorization to perform work or seek compensation.

3.2 PREPARATION

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

3.3 ALLOWANCE SCHEDULE

A. Refer to bid form for list of allowances.

3.4 PAYMENT. Allowances shall be paid as stipulated in this section as part of Bid Items No. 1001 and 1002.

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes: This Section specifies requirements associated with Contractor's Schedule of Values and Applications for Payment.

B. Related Information: Refer to Owner-Contractor Agreement, Conditions of Contract, and Section 01 70 00, "Contact Closeout" for additional information affecting payment procedures.

1.2. SCHEDULE OF VALUES

A. Submit for A/E's review three copies of Contractor's proposed Schedule of Values; use AIA Document G702 as form of schedule.

B. Submit proposed schedule of values before submitting first Application for Payment and with the Construction Schedule not later than ten days after date of commencement of Work established in notice to proceed to be issued by Owner.

C. Submit schedule which allocates Contract Sum to various portions of Work. The Schedule of Values shall be taken from the Contractor's cost-loaded Construction Schedule. Each activity in the Contractor's Construction Schedule with a cost shall be listed as a separate item in the Schedule of Values.

D. Include proportionate share of overhead and profit in each line item.

E. A/E will notify Contractor of objections A/E has to information shown on schedule of values. If A/E notifies Contractor of objections, promptly submit revised schedule.

F. If a Change Order is executed which adjusts Contract Sum, submit to A/E three copies of revised schedule which shown Change Order as separate line item.

G. Contractor's schedule of values which has been reviewed and accepted by A/E without objection will be used by A/E as basis for reviewing Contractor's Applications for Payment.

1.3. APPLICATIONS FOR PAYMENT

A. Submit to A/E three copies of each Application for Payment and three copies of the recently updated Critical Path Method (CPM) schedule for the project.

B. Use AIA Documents G702 and G703 as forms of Application for Payment. Complete each entry on forms, including execution by person authorized to sign legal documents on behalf of Contractor. Also, provide notarization and notary seal. Ensure one original copy of AIA Document G703 accompanies each copy of G702.

C. Adjustments in Contract Sum which are accountable to Change Orders that have been signed by Owner, Contractor, and A/E may be included in Applications for Payment. Pending final determination of cost to Owner, adjustments in Contract Sum which are accountable to Construction Change Directive amounts not in dispute may also be included in Application for Payment.

D. The period by each Application for Payment shall be one calendar month ending on last day of month.

E. Provided Application for Payment is received by A/E not later than last day of month, Owner will make payment to Contractor not later than last day of following month. If Application for Payment is received by A/E after last day of month, payment will be made by Owner not later than **35** days after A/E received Application for Payment.

F. Subject to provisions of Contract Documents, compute amount of each progress payment in accordance with requirements provided in AIA Document A101.

G. Until Substantial Completion, compute retainage in accordance with requirements provided in General Conditions of the Contract.

1.4. SEMIFINAL AND FINAL APPLICATIONS

A. Refer to Section 01 70 00, “Contract Closeout” for list of actions and submittals to precede or accompany semifinal and final Applications for Payment.

1.5. INTEREST RATE

A. Payments due and unpaid under Contract shall bear interest from date payment is due at a rate of four percent per year.

PART 2 – PRODUCTS (Not used)
PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 31 13

PROJECT COORDINATION & SCHEDULE

PART 1 – GENERAL

1.1 GENERAL

A. Contractor is solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of Work under Contract. Contractor shall be responsible for coordinating their work with separate contracts being performed in adjacent areas and the Owners ongoing operations.

B. Contractor is responsible for acts and omissions of Subcontractors.

C. Architect/Engineer will not establish limits of Work between Contractor and Subcontractors nor will he act as an arbiter in establishing such limits.

1.2 CUTTING AND PATCHING OF WORK

A. Contractor is responsible for all cutting, fitting or patching that may be required to complete Work or to make its several parts fit together properly.

B. Contractor is responsible for cutting, fitting or patching provided by Subcontractors.

1.3 LAYDOWN AREA

A. The Contractor shall be provided a small area for storage of equipment and material near the vicinity of the project site. The location and size of the laydown area shall be coordinated with the Owner.

1.4 EXCAVATING AND BACKFILLING

A. The Contractor is responsible for all excavating, trenching, backfilling, or compaction that may be required to complete Work or to make its several parts fit together properly.

B. The contractor is responsible for excavating, trenching, backfilling, or compaction provided by Subcontractors.

1.5 WORK PROVIDED BY SEPARATE CONTRACTORS

A. The contractor shall be required to coordinate his work with that of the Owner's ongoing operations and of other contractors.

1.6 NOTICE TO PROCEED

A. Owner will provide a notice to proceed to the contractor when the Contract has been executed and the Owner has reviewed and approved Performance and Payment Bonds and certificates of Contractor's insurance.

B. Notice to Proceed will establish date of commencement of Work.

C. It is anticipated that the Owner will issue a notice to proceed for this contract **TBD**. Owner's failure to provide notice on such date shall not give rise to increase in Contract Sum or Contract Time.

1.7 CONTRACT TIME

A. Commence work at project site not later than ten (10) days after date of commencement established in the notice to proceed, unless otherwise coordinated with the Owner's Representative.

B. Achieve substantial completion of work on or before **TBD**, with all work complete and ready for Final Payment by **TBD**. Should the contractor fail to complete the work within the contract duration established, then liquidated damages shall apply.

C. Unless otherwise provided in Certificate of Substantial Completion to be prepared by the Engineer, final completion of Work shall be achieved in no later than ten days after date of Substantial Completion provided in Certificate.

1.8 SUPERVISORY PERSONNEL

A. Following commencement of Work, do not change personnel assigned, project management or superintendent responsibilities unless change is beyond Contractor's control. If change is made which is beyond Contractor's control, notify A/E at earliest practicable time.

B. Project Management and Project Superintendent responsibilities shall be assigned only to personnel that are direct employees of the Contractor. Such responsibilities shall not be assigned to Subcontractor, individual's employ of Subcontractor, or other individuals that are not members of Contractor's staff.

C. Do not conduct activities at Project site unless Contractor's project manager or superintendent is present.

1.9 COORDINATION REQUIREMENTS

A. Existing Facilities & Utilities – the Contractor shall confirm the geometry and orientation of the existing facilities (elevations, dimensions, locations, etc.) at the onset of the project to confirm the layout of the proposed construction and the

overall geometry. Additionally, the Contractor at the onset of the project, shall locate all above and underground utilities within the project site.

B. Operations – the Contractor shall coordinate construction activities with the Owner to minimize disruptions and impacts to the existing operations during this contract.

C. Other Contractors – this work will be completed concurrent with other work in close proximity to the work covered by this Contract. The Contractor shall coordinate construction activities with any and all other Contractors working at the berth. The Contractor will be required to attend any weekly progress meetings for other on-going projects at the berth as directed by the Owner or the Owner's Representative.

D. Temporary Traffic Control – the Contractor shall coordinate installation of temporary traffic controls and by-pass routes with the Owner to minimize disruptions and impacts to the existing operations during this contract. All temporary measures will be in place prior to closing down a specific work area for construction. Temporary traffic control measures shall be installed at the Contractor's expense.

E. Material Delivery – the contractor shall not be permitted to have material delivered to the Owner's warehouse or shipping department.

1.10 WORK HOURS

A. The Contractor shall work during the hours of 7:00 a.m. to 5:00 p.m. on those days of the week in which the work is performed.

B. If approved in writing by the Owner prior to commencement, the Contractor may perform work at the project site during non-daylight hours.

1.11 SITE ACCESS

A. Site access requirements will be stipulated at the pre-construction meeting.

1.12 PROJECT CONDITIONS

A. Perform work in a manner that minimizes traffic and vessel interferences and work-arounds.

B. Traffic will continue on the roadways within and adjacent to this project during construction. Contractor must maintain an open roadway and sequence his work to allow for use of the adjacent roadways during construction.

C. Perform Work in a manner that minimizes generation of dust and debris.

1.13 SALVAGEABLE MATERIALS

A. Type and quantity of all materials reused/recycled on site are to be documented in a monthly report to the Engineer. All other materials demolished in this project are to be removed and legally disposed of off-site at the contractor's expense.

B. Perform Work in a manner that minimizes risk of damaging such materials.

C. No material shall be allowed to fall or be dispersed within the local waters, including but not limited to construction waste, trash and other demolition debris or fluids associated with flowable concrete fill, grading and erosion control and overall construction.

1.14 ENVIRONMENTAL PROTECTION

A. Protect river, canals, and drainage ditches from chemical contamination, sediment runoff, construction debris, and other damage.

B. If material, equipment or debris is sunk in river or canal, mark location to warn traffic, notify Owner and A/E, and promptly recover sunken object.

1.15 UTILITY SERVICES

A. If Work requires interruption of existing utility service, interrupt services only at times agreed to by Owner through A/E.

B. If utility service is accidentally interrupted, notify Owner through A/E, then promptly commence activities needed to reestablish service. Provide labor, material and equipment needed to complete repairs at earliest practicable time. If so directed by A/E, continue repair operations on a non-stop basis until repairs are complete.

C. Call-Before-You-Dig – Public utilities on site to be coordinated by Contractor.

1.16 EXISTING CONSTRUCTION

A. Information in Contract Documents that describes existing construction is conceptual in nature; such information is not complete or precise.

B. By executing the Owner-Contractor Agreement, Contractor agrees that failure of Contract Documents to furnish complete or precise information about unconcealed elements of existing construction does not relieve Contractor of obligation to provide Work reasonably called for in Contract Documents.

C. By executing the Owner-Contractor Agreement, Contractor attests it has measured and examined unconcealed elements of existing construction and identified features thereof that differ from information furnished in Contract Documents.

D. By executing the Owner-Contractor Agreement, Contractor further agrees that discrepancies between unconcealed elements of existing construction and information provided in Contract Documents shall not give rise to increase in Contract Sum or extension of Contract Time.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes: This Section specifies requirements associated with Project Meetings.

1.2. PRE-CONSTRUCTION MEETING

A. A pre-construction meeting will convene at the project site, located at 4601 Park Road, Mobile, AL 36618.

B. A/E will notify Contractor of meeting date.

C. Owner, A/E, and Contractor shall be represented at meeting by individuals authorized to conclude matters relating to Work.

D. Topics of discussion shall include the following:
   1. Schedule for commencement of Work and Substantial Completion
   2. Work sequence
   3. Designation of responsible personnel
   4. Work hours
   5. Change Order and Construction Change Directive procedures
   6. Application for Payment procedures
   7. Submittals
   8. Site access and utilization
   9. Material storage
   10. Environmental Protection and Project Controls
   11. Safety
   12. Housekeeping
   13. Security
   14. Temporary facilities
   15. Quality and Work standards
   16. Governing regulations
   17. Inspection and testing
   18. Protection
   19. Schedule for weekly progress meetings
   20. Other appropriate topics

1.3. PRE-INSTALLATION MEETING

A. Not Applicable (N/A)

1.4. PROGRESS MEETINGS

A. Progress meetings will be conducted at the project site, on a bi-weekly basis. Time of each meeting will be determined by mutual consent during pre-construction meeting.

B. Owner, A/E, and Contractor shall be represented at meetings by individuals authorized to conclude matters relating to Work. Contractor may also require Subcontractors to attend meetings.

C. The Owner, A/E, and Contractor will jointly review the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two (2) weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The contractor will provide a written 2-week “look-ahead” schedule at each meeting.

D. Topics of discussion shall include the following:
   1. Revisions to minutes of previous progress meeting.
   2. Work progress.
   3. If progress is behind schedule, Contractor’s plan for expediting Work.
   4. Schedule for work to be accomplished in the next 14 (fourteen) calendar days.
   5. Accidents (bodily injury and property damage).
   6. Quality and Work standards.
   7. Status of proposed changes in Work, Change Orders, and Construction Change Directives.
   8. Other appropriate topics.

1.5. MEETING MINUTES

A. Not later than seven days following date of each meeting, the contractor shall prepare and distribute meeting minutes to City and Engineer. Contractor shall distribute copies of minutes to other attendees as necessary.

1.6. CONSTRUCTION SCHEDULE

A. If meeting discussion identifies need to revise planned construction schedule, submit revised Contractor’s construction schedule to A/E as specified in the General Conditions of the Contract.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Section specifies procedural requirements associated with Contractor submittals including the following:
   1. Contractor's Construction Schedule
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples
   6. Construction Reports

B. Refer to General and Supplementary Conditions and other Division 1 Sections for requirements associated with administrative submittals. Such submittals include, but are not limited to, the following:
   1. Performance and Payment Bonds
   2. Insurance Certificates
   3. Schedule of Values
   4. Applications for Payment
   5. List of Subcontractors
   6. Consent of Surety
   7. Waivers of Liens
   8. Contractor's Statements, Affidavits, and Certifications

1.2 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with purchasing, fabrication, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different submittals involving related elements so that processing will not be delayed by need to postpone review of submittals until related submittals are received.
   3. A/E reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   4. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

B. Processing: Allow A/E sufficient review time so that installation will not be delayed as a result of time required to process submittals, including time for resubmittals.

1. Allow not less than 15 days for A/E's review; allow additional time if processing must be delayed to permit coordination with subsequent submittals.
2. If A/E requires resubmittal of an item, process subsequent submittal in same manner as initial submittal.
3. Allow 15 days for processing each resubmittal.
4. Extension of Contract Time will not be authorized because of failure to transmit submittals to A/E sufficiently in advance of Work to permit processing.

C. Submittal Preparation: Place an identification label or title block on each submittal.
   1. Submit one electronic (pdf) copy of each submittal unless otherwise indicated in another section of the specifications, or hard copies are required for other reasons.
   2. Furnish an adequate space on label, or beside title block on Shop Drawings, to record Contractor's review and approval markings.
   3. Include the following information on label or title block:
      a) Project name: Ziebach WWTP Demolition
      b) Name of A/E: Moffatt & Nichol
      c) A/E Project No. 10456
      d) Date.
      e) Contractor's name.
      f) Supplier's name.
      g) Manufacturer's name.
      h) Related Specification Section number.
      i) Drawing numbers and detail references, as appropriate.

D. Transmittal: Include a transmittal form or letter with each submittal.
   1. On transmittal, record relevant information and, if appropriate, requests for data. On form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
   2. Include Contractor's certification that information complies with Contract Document requirements.
   3. Submittals received from sources other than Contractor will be returned without action.

E. Delivery
   1. Hand Deliver, Mail, or Email submittals to:

      Attn: Eric Granrud, PE
      Email: egranrud@moffattnichol.com
      Moffatt & Nichol
      11 N. Water St, Suite 20220
      Mobile, AL 36602

1.3 A/E'S ACTION

A. Except for information-type submittals, A/E will review and mark submittals to indicate actions taken and instructions to Contractor, and then return an appropriate number of copies to Contractor.

B. A/E will affix to submittals a self-explanatory stamp, marked to indicate one of the following:
   1. If marked "Accepted," that portion of Work represented by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend on compliance.
   2. If marked "Accepted with Corrections Noted," that portion of Work represented by submittal may proceed provided it complies with noted corrections and requirements of Contract Documents; final acceptance will depend on compliance.
   3. If marked "To be Revised and Resubmitted," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Revise submittal in accordance with notations; resubmit without delay.
   4. If marked "Rejected--See Remarks," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Prepare new submittal in accordance with notations; resubmit without delay.

C. A/E will review Contractor's Construction Schedule, Product List, Submittal Schedule, and other similar information-type submittals to determine if A/E has objections to information contained therein. If it has no objections, A/E will mark submittals "Action Not Required," and then return an appropriate number of copies to Contractor.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Within 10 days of date of Commencement of Work, but not later than date of submission of Schedule of Values, submit to A/E three copies of horizontal bar chart-type Construction Schedule. Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule.

B. Use a separate time-bar for each significant construction activity. Each activity shall be cost-loaded to match the Schedule of Values as described in Section 01 29 00, “Payment Procedures”.

C. Provide a series of continuous vertical lines to identify first working day of each week.

D. Within each activity, identify the Duration (in working days), Early Start, Late Start, Early Finish, Late Finish, Total Float, and Total Cost. As Work progresses, update the schedule with actual percent completion and submit the updated schedule with each Application for Payment.

E. Clearly show the critical path.

F. Available float is owned by the project and shall not be considered for the exclusive use of either the Owner or the Contractor.

G. Prepare schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.

H. Coordinate Construction Schedule with Schedule of Values, Submittal Schedule, and Applications for Payment.

I. Indicate completion of Work in advance of date established for Substantial Completion; allow adequate time on schedule for A/E's procedures necessary for Final Inspection, Correction of Punch list Items, and certification of Substantial Completion. If at any time the Contractor falls behind by more than 10% of the overall schedule based on cost, the A/E reserves the right to require the Contractor to submit a recovery schedule showing that the Work will be completed on or before the date established for Substantial Completion. Such recovery schedule shall be submitted to the A/E within 10 calendar days of request by the A/E.

J. Unless A/E objects to Contractor's initial construction schedule, one copy will be returned to Contractor marked "Action Not Required."

K. Update and resubmit Construction Schedule as follows:
   1. Submit three copies to A/E with each Application for Payment.
   2. If an event occurs which adversely affects bar chart data, submit five copies of revised schedule to A/E within five days of event giving rise to change.

L. Copies accompanying Applications for Payments will not be returned to Contractor. For those situations requiring submission of five updated copies, the A/E will, unless it objects to modifications contained in updated document, return one copy to Contractor marked "Action Not Required."

1.5 SUBMITTAL SCHEDULE

A. Not later than date of submission of Contractor's Construction Schedule, submit to A/E five copies of Contractor's Schedule of Submittals.

B. Prepare schedule in form of list that identifies each submittal as follows:
   1. Brief Description of submittal.
   2. Related Specification Section number.
   3. Planned date of submission.

C. Unless A/E objects to Contractor's initial Submittal Schedule, one copy will be returned to Contractor marked "Action Not Required."

D. If an event occurs which adversely affects Submittal Schedule, submit five copies of revised schedule to A/E within five days of event giving rise to change. Unless the A/E objects to such revised document, one copy will be returned marked "Action Not Required."

1.6 SHOP DRAWINGS

A. Not Applicable.

1.7 PRODUCT DATA

A. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, and standard color charts. As a minimum, include data which documents the following:
   1. Manufacturer's printed recommendations.
   2. Compliance with specified industry and trade association standards.
   3. Compliance with recognized testing agency standards.
   4. Application of testing agency labels and seals.
   5. Notation of coordination requirements.

B. Where special data must be prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

C. Collect Product Data into a single submittal for each element of construction.

D. Highlight, encircle, or otherwise indicate deviations from Contract Documents.

E. If Product Data includes information on materials or options which are not required, mark copies to indicate applicable information.

F. Unless otherwise specified, submit to A/E six copies of each submittal; two copies will be returned to Contractor.

1.8 SAMPLES

A. Not Applicable.

1.9 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report which provides the following:
   1. Date of construction activity.
   2. Brief identification of Work activities and areas of execution.
   3. List of subcontractors on Project site.
   4. Approximate count of construction personnel on Project site.
   5. List of equipment and number of hours used on each.

6. High and low temperatures, description of general weather conditions.
7. Description of accidents.
8. Description of emergencies and actions taken.
9. Minutes of meetings conducted at Project site.
10. Information about Work stoppages, delays, shortages and losses.
11. Copy of orders and requests of governing authorities.
12. Identification of services connected or disconnected.
13. Description of tests conducted at Project site.

B. Submit one copy of each report to A/E at weekly intervals; forward such copies by means ensuring A/E's receipt not later than five days following latest report date.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: This Section specifies requirements associated with Contractor's environmental, safety, and health (ES&H) functions for this contract.

1.2 GENERAL REQUIREMENTS

A. In performing work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of environment, safety, and health (ES&H) functions and activities becomes an integral, but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of the work, ensure that:
   1. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
   2. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
   3. Before work is performed, the associated hazards are evaluated and a set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
   4. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

B. The Contractor, relative to the specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract achieved the following:
   1. Fulfilled the work required under the contract
   2. Identified and analyzed specific, task-level hazards associated with the work
   3. Developed and implemented hazard controls related to the hazards
   4. Allowed the performance of work within the controls
   5. Provides feedback to the Contractor and Contractor employees on the adequacy of hazard controls.

C. The Contractor is responsible for its subcontractors' compliance with the ES&H requirements of this contract.

1.3 MINIMUM REQUIREMENTS FOR ES&H

A. The term "Contractor" used throughout this document shall be defined to be the Contractor under contract with City of Mobile and any and all of its lower tier Contractors and on site vendors. This Contractor shall pass down requirements outlined throughout this document to all lower tier Contractors and on site vendors.

B. Items listed below are minimum requirements required by City of Mobile; the contractor shall also comply with all and any City, County, State, or Federal regulations that exceed the minimum requirements pertaining to the contractor, employee, and site vendors.

C. Each Contractor is solely responsible for the safety and health of its employees, and all of its lower tiered vendor and Contractor employees. Full compliance with OSHA and ANSI Standards incorporated by reference, Federal, State, and Local requirements is mandatory. In addition, Contractor shall comply with all safety, health, security and environmental requirements. Failure to comply may result in disqualification and removal of the Contractor

D. Each Contractor shall identify and provide documentation for all necessary competent persons for each and any applicable project activities involving, but not limited to: safety representative, excavations, temporary electrical, low, medium, and high voltage electrical, ladders, scaffolds, respiratory protection, first aid, fall protection, aerial lifts, forklifts, rigging, work vehicles and cranes. These records shall be made available to City of Mobile upon request.

E. Each Contractor shall assure that all work-related injuries and illnesses requiring a physician's care are reported to City of Mobile immediately.

F. Each Contractors employee shall be properly trained to facilitate the safe and expeditious execution of its work.

G. Each Contractor or his designated safety representative shall conduct daily pre-use inspections of all vehicles and mobile equipment, tools and cord sets, and safety devices. Defective equipment shall be taken out of service.

H. Each Contractor shall conduct continuous clean up and maintenance of its work areas, fabrication areas, and office trailers.

I. Each Contractor shall comply fully with all work permit requirements including hot work, confined space, line breaking (loc-tag procedures), and excavation, control of hazardous energy, critical lift, etc.

J. All cars, trucks, and mobile equipment and other construction vehicles shall have operable “amber” flashers permanently or temporary mounted on top of the vehicle or must use the vehicles emergency flashers while in operational areas.

K. Each Contractor shall submit copies of current Material Safety Data Sheets (MSDS) for all hazardous chemicals and/or materials to be brought onto the project site. Maintain an inventory log of all chemicals utilized on the project site.

L. Each Contractor shall notify City of Mobile immediately of any and all chemical or oil spills, no matter how small. Spill control, and clean up, shall only be executed and completed by trained personnel. The Contractor shall be responsible for all costs incurred with the clean-up of spills they cause and proper disposal of spill materials and supplies they utilize.

M. Each Contractor shall properly dispose of trash and waste. The separation and disposal of trash and waste shall comply with all applicable local, state and federal standards and DRP Gibbstown Logistics Center requirements.

N. Each Contractor shall assure 100% fall protection for employees exposed to potential falls of six (6) feet or more. All fall protection equipment and devices shall be thoroughly inspected prior to each use.

O. Each Contractor shall assure 100% eye protection (ANSI Z-87.1) in all work areas. Safety glasses must have rigid side shields.

P. Hard hats are required for all Contractor employees working in posted areas and must conform to ANSI Z89.1. Hard Hats shall display the Contractors company logs on the front of the cap.

Q. Footwear (steel- toe safety shoes) suitable for use in construction environments shall be worn while working on all City of Mobile projects. Electrical workers are required to wear ANSI type “EH” shoe.

R. Each Contractor shall provide hearing protection to employees where noise is measured above 85dB, or normal conversation cannot be conducted, or when the area is posted as noise-hazardous.

S. Each contractor shall require appropriate clothing be worn for the assigned task.

T. Each Contractor shall provide its employees proper personal protection while working in hazardous environments. Safety vest shall be worn in all high traffic areas to include but not limited to any fieldwork areas, dock, and warehouses.

1.4 REFERENCE SHEET

A. The Contractor shall obtain a laminated reference sheet from the A/E prior to mobilizing to the site. The reference sheet shall be kept in all of the vehicles at the project site, including subcontractors.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 50 00

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing of all materials and equipment and the performing of all labor necessary for the assembling and setting up for the project. This shall include but is not limited to the following:
   1. The initial movement of personnel and equipment to the project site;
   2. The establishment of the Contractor's field offices, trailers, shops, and storage areas;
   3. Provision of sanitary facilities;
   4. Pre-construction photographs, surveys, utility locations, stake-outs, and other required site verifications;
   5. Provision of any required temporary site utilities;
   6. Provision of erosion and sediment control, turbidity curtains, and other water quality monitoring systems and environmental protection devices;
   7. The acquisition of all permitting not otherwise provided;
   8. The cost of required insurance, bonds and any other initial expense required for the start of work on this project shall be included in this item.
   9. All other features and facilities as may be required by any applicable local, state, and Federal laws;
   10. All other work and operations that must be performed prior to beginning work on compensable items.

B. This work further includes the following:
   1. Demobilization of all equipment, material, and personnel upon completion of the project and the clean-up of the project site.
   2. Employment of an independent, third-party surveyor/inspector for construction stakeout and monitoring of settlement plates.

C. At the completion of demolition and construction activities, all areas used for storage of equipment and material shall be restored to their original condition as existed prior to commencement of mobilization operations.

1.2 AS-BUILT DRAWINGS

A. As demolition and construction progresses, the Contractor shall keep an up-to-date set of as-built drawings. As-built drawings are the latest set of as-bid documents including addenda and revisions in place prior to formal Notice to Proceed with red line or text marks made on the drawings or attachments made therewith. Such marks

or attachments shall be a complete and comprehensive reference to all changes to as-bid documents. After demolition and construction is complete, the Contractor shall transmit as-built marks and attachments to the Engineer.

1.3 CLOSEOUT PROCEDURES

A. Closeout procedures shall be complete and approved by the Engineer prior to the date of final acceptance of the work and prior to final acceptance.
B. Refer to Section 01 70 00 Contract Closeout.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Required materials or temporary construction necessary to complete the work, but not part of the finished work, shall be provided as needed and removed off site in a timely manner when the need for said materials or temporary construction has passed.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All work done in providing the facilities and services under this Contract shall be done in a safe and workmanlike manner.

PART 4 - COMPENSATION

4.1 MEASUREMENT

A. Mobilization and Demobilization shall not be measured.

4.2 PAYMENT

A. Payment for “Mobilization and Demobilization”, complete, shall be taken to be included in and covered by the Lump Sum Price Bid under Item No. 1000 on the Bid Form.

B. Basis of payment for Mobilization and Demobilization will be 50 percent of the Lump Sum Price Bid payable on the first monthly estimate subsequent to the Contractor moving in of all necessary facilities, as indicated under Scope above, which would enable him to satisfactorily begin work. The remaining 50 percent will be prorated over the remaining monthly estimates for contracts scheduled to be complete within 4 months. For contracts scheduled to exceed 4 months, the remaining 50% shall be prorated over the last two (2) monthly estimates of the contract. Payment as directed above shall be full compensation for all labor, materials, equipment, tools

and incidentals necessary to complete the work in every respect to the satisfaction of the Engineer.

C. Payment of the Contract Lump Sum Price Bid for Mobilization and Demobilization shall be included within stipulated Lump Sum Price for Bid Item No. 1000 and shall not be made more than once, regardless of the fact that the Contractor may have to shut down the work on the project for any reason or move equipment away from the project and then back again or regardless of the fact the Contractor may have to mobilize at several locations.

END OF SECTION

SECTION 01 70 00

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1. SUMMARY

A. This Section specifies procedures associated with Substantial Completion and Final Acceptance of Work.

1.2. SUBSTANTIAL COMPLETION

A. Prerequisite Actions: Before requesting A/E's inspection for Substantial Completion, accomplish the following:
   1. Complete construction. (Submit with request for inspection a comprehensive list of items to be completed or corrected and a statement of each item's monetary value.)
   2. Complete removal of temporary utilities, Contractor's tools and equipment, temporary construction and other temporary facilities, and then complete permanent construction delayed because of interference with temporary facilities.
   3. Repair or replace damaged property as specified elsewhere in this Section.
   4. Complete final cleaning activities as specified elsewhere in this Section.
   5. Submit record drawings as specified elsewhere in this Section.
   6. Store spare parts/products at Project site as specified elsewhere in this Section.

B. Semifinal Inspection: Upon receipt of Contractor's request for inspection, provided Contractor has completed prerequisite actions, A/E will conduct semifinal inspection, and then either issue a Certificate of Substantial Completion which includes a list of items to be completed or corrected or notify Contractor and Owner of nonconforming items that must be completed or corrected before certificate will be issued. If notice is issued, A/E will re-inspect Work when Contractor certifies nonconforming items have been completed or corrected.

C. Semifinal Application for Payment: Attach to each copy of Application for Payment that coincides with or first follows request for inspection a copy of the following:
   1. AIA Document G703 showing 100% complete adjacent to each element of Work which Contractor claims to be complete.
   2. AIA Document G707A showing consent of surety to reduction in retainage.
   3. Releases required by law.

1.3. FINAL ACCEPTANCE

A. Prerequisite Actions: Before requesting A/E's inspection for final acceptance, execute Work needed to complete or correct items, which A/E identified in Certificate of Substantial Completion. In addition, submit to A/E the following:
   1. Final Application for Payment, which includes final accounting for Change Orders, Construction Change Directives, and liquidated damages.
   2. Statutory Affidavit. (Attach one copy of affidavit to each copy of final Application for Payment. Form of such document is attached to Section 00802.)
   3. Consent of surety to final payment. (Attach one copy of AIA Document G707 to each copy of final Application for Payment.)
   4. Meter readings of utilities, record of stored fuel, and other similar data. (Attach one copy to each copy of final Application for Payment.)
   5. Schedule for conducting post-contract inspections specified in other Sections. (Attach one copy of schedule to each copy of final Application for Payment.)
   6. Written warranties specified elsewhere in Project Manual. (Attach one copy of each warranty to each copy of final Application for Payment.)
   7. Operation & Maintenance Manuals.
   8. Records and/or verification of completed owner demonstration & training of equipment.

   NOTE: All closeout documentation including, but not limited to, items 6-8 listed above shall be neatly bound, indexed, organized and turned over to the A/E as follows: 1 Electronic copy (pdf) & 2 Hard copies

B. Final Inspection: Upon receipt of Contractor's request for inspection, provided Contractor has completed prerequisite actions, A/E will conduct final inspection, and then either issue a final Certificate for Payment or notify Contractor and Owner of nonconforming items that must be completed or corrected before certificate will be issued. If notice is issued, A/E will re-inspect Work when Contractor certifies nonconforming items have been completed or corrected.

1.4. REINSPECTION COSTS

A. If re-inspection for Substantial Completion or final acceptance is required because of Contractor's failure to complete prerequisite actions, a Change Order or Construction Change Directive will be prepared which reduces the Contract Sum by an amount equal to A/E's reasonable charges to Owner for conducting each re-inspection.

1.5. PROPERTY REPAIR

A. Repair or replace new and existing construction damaged by construction activities. Execute repairs and replacements to match undamaged adjacent construction.

B. Repair or otherwise restore marred finishes and surfaces. Replace construction that cannot be corrected without showing evidence of repair or restoration.

1.6. FINAL CLEANING

A. Contractor is responsible for final cleaning of Work provided by Contractor.

B. Use cleaning agents recommended by manufacturers and fabricators of surfaces to be cleaned. Store, handle, and use each agent in accordance with agent manufacturer's recommendations.

C. Perform the following:
   1. Clean facility, Project site and surrounding areas of rubbish, excess materials, and other similar objects resulting from construction activities.
   2. Rake ground areas that are neither planted nor paved to produce a smooth, even-textured surface.
   3. Broom-clean paved areas; wash such areas to remove sediment.
   4. Remove sediment and rubbish from open storm-drainage structures.
   5. Clean exposed hard-surfaces of dirt, films, stains, and other similar foreign substances.
   6. Clean and polish reflective surfaces and transparent materials.
   7. Clean other surfaces and areas as needed for Owner to occupy or utilize the Work for its intended use.

1.7. RECORD DOCUMENTS

A. General: Submit to A/E one set of record documents consisting of record drawings and record project manual.

B. Record Drawings: Maintain at Project site a clean, undamaged copy of Drawings prepared by A/E. As Work progresses, mark Drawings to show details of actual construction.
   1. Ensure latest-revision Drawings are marked.
   2. Use a red-ink pen to illustrate changes.
   3. Give particular attention to concealed elements.
   4. Bind record drawings in same sequence Drawings are enumerated in List of Drawings bound in Project Manual; include a durable-paper cover which bears the following information: Project title, Contractor's name, date of submission, and phrase "Record Drawings."

C. Record Project Manual: Maintain at Project site a clean, undamaged copy of Project Manual. As Work progresses, mark pages to identify products and methods of actual construction.
   1. Ensure latest-revision Project Manual is marked.

2. Bind Addenda and Amendments immediately behind Project Manual cover; include attachments to Addenda and Amendments which modify contents of Project Manual.
3. Use a red-ink pen to identify changes and options selected from those specified.
4. Where Project Manual or attachments to Addenda or Amendments contain pages voided by later revision, mark voided pages to direct attention to Addendum or Amendment which provide revised pages.
5. Give particular attention to concealed elements that do not bear permanent labels or tags.
6. Mark cover of document to show Contractor's name, date of submission, and phrase "Record Project Manual".

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Contract Closeout shall not be measured.

4.2 PAYMENT

A. Payment for “Contract Closeout”, complete, shall be taken and to be included in and covered by the Mobilization and Demobilization Lump Sum Price Bid under Bid Item No. 1000 on the Bid Form.

END OF SECTION

SECTION 02224

FILL AND BACKFILL

PART 1 GENERAL

1.1 DESCRIPTION

A. Work consists of providing a graded site with temporary drainage indicated on the drawings and as described in these specifications.

1.2 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):

a. C117, Standard Test Method for Materials Finer Than 75-Micrometers (No. 200) Sieve in Mineral Aggregates by Washing.

b. C136, Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

c. D75, Standard Practice for Sampling Aggregates.

d. D422, Particle Size Analysis of Soils.

e. D1140, Standard Test Method for Amount of Material in Soils Finer than the No. 200 Sieve

f. D1556, Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.

g. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3).

h. D2487, Classification of Soils for Engineering Purposes (USCS).

i. D3017, Moisture Content of Soil and Soil Aggregate in Place by Nuclear Method (Shallow Depths).

j. D4318, Atterburg Limits.

k. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

2. AASHTO T272-10, Standard Method of Test for Family of Curves – One Point Method (Modified Proctor).

3. Other methods will be considered upon written request to the Engineer. The request must demonstrate a correlation with the above standards. The final approval is the responsibility of the Engineer.

B. When density is determined by nuclear method, the equipment shall be calibrated on soils from the site. Take all safety precautions and obey all regulations governing the use of radioactive materials.

1.3 DEFINITIONS

A. Prepared Ground Surface: Ground surface after completion of required site preparation, clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and subgrade preparation.

B. Completed Course: A course or layer that is ready for next layer or next phase of Work.

C. Lift: Loose (uncompacted) layer of material.

D. Geosynthetics: Geotextiles, or geogrids.

E. Well-Graded:

1. A mixture of particle sizes with no specific concentration or lack thereof of one or more sizes.

2. Does not define numerical value that must be placed on coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters.

3. Used to define material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.

F. Influence Area: Area within planes sloped downward and outward at 60-degree angle from horizontal measured from:

1. 1 foot outside outermost edge at base of foundations or slabs.

2. 1 foot outside outermost edge at surface of roadways or shoulder.

3. 0.5 foot outside exterior at spring line of pipes or culverts.

G. Borrow Material: Suitable material from required excavations on or near Site.

H. Suitable Material: Material meeting the Unified Soil Classification soil types GW, GP, GM, SW, SP, and SM with percent fines passing the No. 200 sieve less than 25 and plasticity index (PI) less than 10. The material shall be free of organic material or debris. Also soils designated as suitable for their intended use by the Engineer. All material not meeting this definition shall be defined as unsuitable material (excluding topsoil).

I. Select Material: Material meeting the Unified Soil Classification soil types GW, GP, GM, SW, and SP with percent fines passing the No. 200 sieve less than 10 and non-plastic. The material shall be free of organic material and stones greater than 3-inches.

J. Imported Material: Select material obtained from sources offsite.

K. Embankment Material: Suitable or select fill materials required to raise existing grade in areas other than under structures.

1.4 SUBMITTALS

A. Informational Submittals required by the Contractor:

1. Certified test results from independent testing agency.

1.5 QUALITY CONTROL

A. The Contractor shall retain a Soils Testing laboratory to provide quality control testing for his project.

B. The Testing Laboratory personnel shall check and observe work as it progresses. When material furnished or work performed by the Contractor fails to conform to specifications, the Laboratory will promptly notify the Contractor and the Engineer. The Testing Laboratory will, as a minimum perform the following:

1. Perform one-point proctors in sufficient quantity to verify testing.
2. Conduct density tests in sufficient quantity to ascertain the work being performed complies with these specifications. The following minimum schedule shall be adhered to:
   a. One every layer of fill, plus
   b. One every 100 cubic yards of fill or fraction thereof, plus
   c. Areas where degree of compaction is in question.
3. The Testing Laboratory shall submit formal reports of all density tests and retests to the Engineer. The reports shall be furnished to the Engineer within three working day of completion of the required tests. Such tests and submittals shall not relieve the Contractor from any of his contractual obligations and he shall be responsible for ensuring that his work is maintained to the required quality.
4. This report information shall include, but not be limited to the following:
   a. Date of the test and date submitted.
   b. Location and sketch of test by station, coordinate and elevation.
   c. Wet weight, moisture content and dry weight of field sample.
   d. One-point proctor data.
   e. Maximum dry density and moisture content of the lab sample that best match the field samples in color, texture, grain size and maximum dry density.

f. Ratio of field dry density to maximum lab dry density expressed as a percent.

g. Comments concerning the field density passing or failing the specified compaction.

h. Comments about re-compaction if required.

i. Comments regarding observations.

5. Identify soils, as being suitable or unsuitable for use in accordance with these specifications.

6. Perform moisture sampling in soils being worked to ascertain compliance with these specifications.

7. Make observations of the work with each site visit and include comments in test reports.

8. Report all test results to the Engineer. At a minimum, work sheets reflecting the days testing activities with calculations shall be delivered to the Engineer by the beginning of the next workday. Formal typed reports will then be submitted to the Engineer.

9. Maintain complete records will be maintained. Records will include, but not limited to, detailed locations and results of tests, observations, and undercuts.

10. Upon completion of project, submit drawings detailing locations of all density tests including pertinent supporting data such as proof-rolling, undercuts, one point Proctor verifications, and any other data relating to soils work performed on the project site.

1.6 CONTRACTOR'S DUTIES

A. Advance Notice: Advise the Engineer and the Testing Laboratory a minimum of two working days in advance of beginning backfilling operations.

B. Labor and Equipment: Provide labor and equipment as necessary to assist Laboratory Field personnel access to the area of work to be tested.

C. (Deleted).

1.7 QUALITY ASSURANCE

A. Inspection Agency: An independent third party, for inspection of soil compaction shall be provided by the Contractor. Agency shall employ National Institute for Certification in Engineering Technologies (NICET) Level II technicians certified in geotechnical engineering technology/construction or construction materials testing/soils to perform testing specified herein.

B. The Agency's responsibilities shall include:

1. Having an Inspector present on-site during all backfilling operations.

2. Approving all backfilling procedures and mechanical compaction equipment.

3. Verifying compaction by in-place density tests. Tests shall be submitted to the Engineer for review. A minimum of one density test per lift shall be performed for each 2,500 square feet of lift area or pavement area and every 50 linear feet of utility trench, but not less than one test minimum per trench, or more often if directed by the Engineer.

4. It shall be the responsibility of the Contractor to notify the Inspection Agency three days prior to the beginning of work so that the Inspection Agency can have a soils engineer and/or soils technician on the site during the work. All costs of this Inspection Agency incurred due to lack of coordination by the Contractor of the earthwork, causing unnecessary visits by the Inspection Agency, shall be paid for by the Contractor.

1.8 SEQUENCING AND SCHEDULING

A. Backfill against concrete structures only after demolition to required depth has been obtained and Engineer has acknowledge by inspection that backfilling can occur.

B. Backfill shall be placed and tested for compaction in lifts.

PART 2 PRODUCTS

2.1 EARTHFILL

A. Excavated suitable material from required excavations shall be free from rocks larger than 3 inches, from roots and other organic matter, ashes, cinders, trash, debris, and other deleterious materials.

B. Material containing more than 10 percent gravel, stones, or shale particles is unacceptable.

C. Provide imported material if required to accomplish Work.

2.2 WATER FOR MOISTURE CONDITIONING

A. Free of hazardous or toxic contaminates, or contaminants deleterious to proper compaction.

PART 3 EXECUTION

3.1 GENERAL

A. Keep placement surfaces free of water, debris, and foreign material during placement and compaction of fill and backfill materials.

B. Place and spread fill and backfill materials in horizontal lifts of uniform thickness, in a manner that avoids segregation, and compact each lift to specified densities prior to placing succeeding lifts. Slope lifts only where necessary to conform to final grades or as necessary to keep placement surfaces drained of water.

C. During filling and backfilling, keep level of fill and backfill around each structure even.

3.2 BACKFILL WITHIN AND AROUND ABANDONED STRUCTURES

A. Place fill in lifts of 8-inch maximum thickness and compact each lift to minimum of 95 percent maximum dry density (Modified Proctor) in accordance with ASTM D1557.

B. On site material placed as onsite fill shall be tested for compaction.

3.3 FILL

A. Unless otherwise shown, place suitable or select material (as required by plans) as follows:

1. Allow for 4-inch thickness of topsoil where required.
2. Maximum 8-inch thick lifts.
3. Place and compact fill across full width of embankment.
4. Compact to minimum 95 percent maximum dry density (Modified Proctor) in accordance with ASTM D1557.
5. Dress completed embankment with allowance for topsoil, crest surfacing, and slope protection, where applicable.

4.2 MEASUREMENT

A. Measurement for Imported Fill and Backfill Material shall not be measured but included within the Lump Sum Price for Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place.

B. An Allowance for Imported Fill and Backfill Material shall be provided for Bid Item No. 1002 as measured by cubic yard.

4.2 PAYMENT

A. Payment for Imported Fill and Backfill Material shall be included within stipulated Lump Sum Price for Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place.

B. An Allowance for Imported Fill and Backfill Material shall be provided for Bid Item No. 1002 as measured by cubic yard.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 – GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor to complete the demolition, removal and disposal of pavements, utilities, structures, and other ancillary items as shown on the Contract Drawings and as herein specified or directed by the Engineer.

B. This work shall include but is not limited to:
   1. Demolition and removal of concrete walls, masonry walls, concrete foundations, steel supports and racks, valves and valve box appurtenances, plug valves, motors, manholes, drains and junction boxes and all other encountered piping and utility lines to be removed from site to the specified depths.
   2. Demolition and removal of specific site structures including but not limited to Primary and Final clarifier tanks, Trickle Filter tank, Contact Chamber structure, head/outfall box, and existing office building. The Headworks, Digester tank and shop maintenance building will remain as indicated on Contract Plans.
   3. Demolition, removal of underground piping in order to install flowable fill (CLSM) plugs and bulkheads per Section 31 23 23.
   4. Selective demolition of upper portions of manholes, junction boxes and drainage – utility structures to specified depths.
   5. Demolition and removal of all above ground located steel tanks, mechanical equipment, piping, pumps, motors, and associated appurtenances unless otherwise specified.
   6. Demolition and removal of concrete sidewalks, asphalt pavements, landings and slabs as indicated on the Contract Plans.

C. During demolition work, the Contractor shall pay utmost attention to protecting an active sewer lift station (pump station) operated within the site by MAWSS. The contractor shall maintain access to and protect the pump station from damage or interruption of service. Any damage resulting from demolition work shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

D. Cleanup and disposal of all demolition debris shall be done by the Contractor.

E. The Contractor shall anticipate performing site dewatering if required as part of normal excavation and demolition of below ground tanks, sewer and drainage piping

demolition and all excavation work. The City will not additionally compensate the contractor for any required dewatering cost to accomplish the Contract work.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 02 22 40 Fill and Backfill
C. Section 31 00 00 Earthwork

1.3 SUBMITTALS

A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.

B. Demolition Plan: The plan shall include the sequence of work and methods for selectively demolishing the items shown on the Contract Drawings. The plan should indicate how the contractor intends to temporary stockpile demolition debris within the site including any sorting of steel from masonry concrete debris, dumpster locations, truck haul routes, personnel parking areas, field trailer location, etc..

D. Proposed dust control measures.

PART 2 – PRODUCTS

2.1 MATERIAL

A. The Trickle Filter aggregate stone shall be hauled off and disposed of by the contractor.

B. All masonry-concrete material and general construction demolition resulting from demolition and removal work shall become the property of the Contractor and shall be removed from the project site and disposed of offsite at an approved facility.

C. Any encountered aggregate base material lying below demolished asphalt shall be stockpiled and reused for backfill within abandoned structures, general excavation and trenched areas.

D. No unsuitable materials are known to exist within the site. As demolition progresses, Contractor shall notify engineer if any excavations encounter material which cannot be reused as backfill due to contamination or poor compactability properties of said unsuitable material.

PART 3 – EXECUTION

3.1 GENERAL

A. All structures shown on the Contract Drawings are for general information only. The Contractor is advised that Reference Drawings included with the Contract Drawings do not necessarily represent as-built conditions and/or modifications completed subsequent to the original drawing date. It shall be the responsibility of the Contractor to verify existing conditions prior to bidding.

B. During the period of demolition, dust shall be kept to a minimum. Debris and rubbish shall not accumulate on the site and shall be removed daily.

D. The Contractor shall choose equipment and methods to demolish tanks, buildings, foundations, walls, slabs and sewer drain utility lines and pipes to the specified depth of thirty inches as measured from natural ground. The intent of removing all buried infrastructure to a depth of thirty inches across the entire site shall be achieved regardless of equipment or contractor decided means and methods.

E. Concrete debris consisting of concrete rubble or broken pieces concrete masonry block shall not be used for backfill. The portions of tanks or excavations adjacent to or interior to abandoned walls and footings including pipe trenches shall be backfilled with suitable compactable material. The Contractor shall remove and dispose of offsite all demolition concrete debris which falls from the portion of structure being demolished.

F. All existing reinforcing including wire mesh and steel rebar remaining as evident from demolishing structure shall be cut flush or bent downward. No metal rebar remaining within portion of structure abandoned in place shall project upward and encroach into the required thirty inch (30”) demolition region depth as measured from natural ground and/or proposed finished grade.

G. All damage to adjacent structures, buildings, and pavement during the work shall be made good to the satisfaction of the Engineer at the Contractor’s expense.

H. The Contractor is responsible for inventorying and determining the complete removal of all interior building electrical including exterior site electrical demolition requirements. Contractor shall verify wiring and equipment is abandoned and accepts the existing conditions for removing all associated electrical infrastructure within the projects’ to be demolished buildings and site. The City shall incure no additional compensation for electrical, mechanical or plumbing demolition work beyond the bid lump sum contract price.

3.2 SEQUENCE

A. Prior to beginning site demolition, the project area shall be surveyed for any unidentified utilities or inconsistencies which the contractor deems important to discuss prior to proceeding with demolition on the project site.

3.3 DISPOSITION OF MATERIAL

A. Title to Materials: Except where indicated or specified, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from the project site. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Engineer of the Contractor's demolition and removal procedures and authorization by the Engineer to begin demolition. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.4 UTILITY ABANDONMENT AND REMOVAL

A. Existing utility drains, conduits and pipes measuring less than four inches (4”) in diameter, if discovered, may be abandoned in place with no flowable fill (CLSM) plugging required. These smaller sized utilities should only be removed, cut or broken as required to access removal of concrete tanks, buildings and other larger diameter existing utility lines and drains.

B. Existing sewer lines, drains, and pipes located less than (<) than thirty inches (30”) as measured from natural ground elevation shall be removed entirely. The contractor is responsible for documenting location and depth of all removed lines as part of payment request for pipe removal.

3.5 DISPOSAL LOG

A. The Contractor shall maintain a disposal log of all material removed from the site. The log shall include a description of the material, quantity by weight, disposal site, and date of disposal.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Site Demolition shall not be measured.

4.2 PAYMENT

A. Payment for “Demolition,” complete, shall be made at the Lump Sum Price Bid under Items Numbered No. 1003 through 1019 on the Bid Form. These items shall include but are not limited to removal and disposal of all aspects of demolishing the specifically listed surfaces and structures identified in the contract plans. This work is inclusive of full and/or selective demolition of concrete reinforced walls, footings,

slabs, mechanical piping, steel support racks, hardware, electrical equipment, below ground piping and associated plugging of abandoned in place piping and backfill of the excavation limits created by removing each specific structure.

B. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work to the satisfaction of the Engineer.

C. Bid Item No. 1006A shall provide a cost for the contractor to remove the aggregate stone from the Trickle Filter and stockpile it on site for later use by the City. This price shall be inclusive of all labor and materials needed to complete this work.

END OF SECTION

SECTION 02 53 00

TOPSOIL

PART 1 - GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing and placing of all materials and equipment and the performing of all labor to complete the placement of topsoil pre as required by the Contract Documents. The requirements specified herein are minimum requirements.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 31 00 00 Earthwork
C. Section 32 91 13 Ground Prep and Vegetation Establishment

1.3 STANDARDS AND REFERENCES

A. Section 650 of the ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.
B. ASTM International (ASTM):
   1. C602, Standard Specification for Agricultural Liming Materials.
   2. D5268, Standard Specification for Topsoil Used for Landscaping Purposes.

1.4 SUBMITTALS

A. Informational Submittals from the Contractor:
   1. Certified Topsoil Analysis Reports:

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

A. Required Properties of Topsoil.

Topsoil furnished or stockpiled by the Contractor shall meet the requirements given in ASTM D 5268 "Standard Specification for Topsoil for Landscape Purposes". The composition of the topsoil shall be as follows (from ASTM D 5268):

REQUIRED PROPERTIES OF TOPSOIL	
Deleterious Materials (rock, gravel, slag, cinder, roots, sod) in the Total Sample	7 % maximum by weight {mass}
Organic Material in Portion of Sample Passing the No. 10 {2 mm} Sieve	2 % to 20 % by weight {mass}
Sand Content in Portion of Sample Passing the No. 10 {2 mm} Sieve	10 % to 90 % by weight {mass}
Silt and Clay Content in Portion of	10 % to 90 % by

Sample Passing the No. 10 {2 mm} Sieve	weight {mass}
pH	5 to 7

Topsoil will be sampled at the source and tested prior to application by the Engineer in accordance with ASTM D 5268 for compliance with these requirements.

B. Sources of Topsoil

1. Topsoil Furnished by Contractor. Import topsoil if onsite material is insufficient in quantity.

2.2 LIME

A. Composition: Ground limestone with not less than 85 percent total carbonates, ASTM C602.

B. Gradation:

1. Minimum 50 percent passing No. 100 sieve.
2. Minimum 90 percent passing No. 20 sieve.
3. Coarser material acceptable provided rates of application are increased proportionately on basis of quantities passing No. 100 sieve.

2.3 SOURCE QUALITY CONTROL

A. Topsoil Analysis/Testing: Performed by county or state soil testing service or approved certified independent testing laboratory.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Preparation for topsoil placement.

1. Apply lime at the rate of 50 pounds per 1,000 square feet to subgrade before tilling.
2. Scarify subgrade to minimum depth of 6 inches where topsoil is to be placed.
3. Remove stones over 2-1/2 inches in any dimension, sticks, roots, rubbish, and other extraneous material.
4. Limit preparation to areas which will receive topsoil within 2 days after preparation.

B. Application of topsoil.

Topsoil shall be applied to the depth shown on the plans. Applied topsoil shall be compacted by tracking. Tracking shall be accomplished by the operation of a tracked vehicle leaving ridges perpendicular to the direction flow of water down the slope. The topsoil shall then be prepared in accordance with the requirements given in section 32 91 13. Ground preparation and vegetation establishment operations shall commence as soon as possible after the application of topsoil to reduce the potential for the erosion of the topsoil.

C. Portions of Stockpiles that remain after removal of topsoil.

Portions of stockpiles that remain after the removal of topsoil shall be reshaped as directed by the Engineer. Any additional temporary or permanent seeding, mulching and other erosion control measures that are required will be paid for under the appropriate items of work.

PART 4 - COMPENSATION

4.1 MEASUREMENT

A. Imported Topsoil shall be measured as follows: Bid Item No. 1028 “Imported Topsoil material placement with fine grading, complete in place (4” Depth)” measured in square yards (SY). The calculated total area of disturbance is used to calculate the maximum area of topsoil placement which is conservative in that the contractor may elect to leave interior existing topsoil areas in place or alternatively stockpile onsite topsoil for reuse.

4.2 PAYMENT

A. Topsoil Payment shall be paid at Lump Sum Total price of Bid Item No. 1028, Permanent Seeding which shall be full payment for furnishing the topsoil, ground preparation handling, hauling, spreading, shaping, harrowing, disking, compaction, disposal of unacceptable material, and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 – GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor to complete the earthwork as shown on the Contract Drawings and as herein specified or directed by the Engineer.

B. This work shall include, but is not limited to:
   1. Excavating onsite stockpile material and perform the following:
      a. Onsite use (placement as fill material where suitable)
      b. Grading to proposed pavement subgrade elevations using onsite surcharge materials.
   2. Clearing and grubbing the area to receive the stockpile material.
   3. Excavating, down to necessary depths, foundations of all structures to be demolished.
   4. Dewatering

1.2 RELATED SECTIONS

A.	Section 01 33 00	Submittals
B.	Section 02 22 40	Fill and Backfill
C.	Section 02 41 00	Demolition

1.3 REFERENCES

A. The ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.

B. American Association of State and Highway Transportation Officials (AASHTO)

AASHTO M80	(2017) Standard Specification for Coarse Aggregate for Hydraulic Cement Concrete

C. ASTM International (ASTM)

ASTM D 1556	(2015e1) Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
ASTM D 1557	(2012e1) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft lbf/ft3 (2,700 kN m/m3))
ASTM D 4318	(2017e1) Standard Test Methods of Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 6938	(2017) Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM E 329	(2014a) Standard Specification for Agencies Engaged in Construction Testing, or Special Inspection
ASTM E 699	(2016) Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components

1.4 SYSTEM DESCRIPTION

A. Excavation work under this Contract is unclassified, and includes (without limitation) excavation and removal of all soil, groundwater, paving materials, shale, rock, boulders, existing foundations, fill and every kind of subsurface condition encountered in the contract area, whether manmade or naturally occurring.

B. Maintain carefully all benchmarks, monuments and other reference points and, if disturbed or destroyed, replace as directed by the Engineer.

C. All work specified herein shall be done in a safe, approved manner and in accordance with all governing codes, ordinances, and regulations.

1.5 SUBMITTALS

A. General: Submit the following in accordance with the 01 33 00, “Submittals” of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.

B. Fill Placement Plan
   1. Prior to any work associated with imported fill placement, the Contractor shall submit a fill placement plan to the Engineer for approval. The plan shall include the following:
      a. Method and equipment for placing the fill.
      c. Sequencing of fill placement detailing: lift thickness, progression of fill, compaction equipment, etc.

C. Quality Control Plan: Procedures to be implemented to assure that soils to be placed as fill comply with requirement specified herein. The Contractor shall sample the fill material every 5,000 cubic yards for compliance with the gradation requirements established in this Section. Non-conforming test results shall be reported immediately to the Engineer.

D. Testing Agency Qualifications: The Contractor shall retain an independent testing agency qualified according to ASTM E 329 and ASTM E 699 to conduct soils testing.

E. Fill certification: The Contractor shall certify that all fill material is free of all hazardous substances listed, as well the specified classification and gradation properties.

1.6 QUALITY ASSURANCE

A. Inspection Agency: An independent third party, for inspection of soil compaction shall be provided by the Contractor. Agency shall employ National Institute for Certification in Engineering Technologies (NICET) Level II technicians certified in geotechnical engineering

technology/construction or construction materials testing/soils to perform testing specified herein.

B. The Agency's responsibilities shall include:
   1. Having an Inspector present on-site during all earthwork and trenching operations.
   2. Approving all backfilling procedures and mechanical compaction equipment.
   3. Verifying compaction by in-place density tests. Tests shall be submitted to the Engineer for review. A minimum of one density test per lift shall be performed for each 2,500 square feet of lift area or pavement area and every 50 linear feet of utility trench, but not less than one test minimum per trench, or more often if directed by the Engineer.
   4. It shall be the responsibility of the Contractor to notify the Inspection Agency three days prior to the beginning of work so that the Inspection Agency can have a soils engineer and/or soils technician on the site during the work. All costs of this Inspection Agency incurred due to lack of coordination by the Contractor of the earthwork, causing unnecessary visits by the Inspection Agency, shall be paid for by the Contractor.

C. Fill material in paved areas, which settles in excess of one tenth (0.17) foot, shall be removed and replaced with suitable material at no extra cost to the Owner. Structures, paving, landscaping, and other site improvements damaged by settlement, shall be removed and replaced at no extra cost to the Owner.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Owner and then only after acceptable temporary utility services have been provided.
   1. Provide a minimum 48-hour notice to the Owner and receive written notice to proceed before interrupting any utility.
   2. The Contractor is responsible for verifying the location of underground utilities.

B. Demolish and completely remove from site existing underground utilities indicated on drawings. Coordinate with utility companies to shutoff services if lines are active.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

A. Suitable onsite material shall be used for filling and for backfilling excavations.

B. Classification of excavated material as to suitability or unsuitability shall be determined solely by the Engineer after review of test results, using the following guidelines:
   1. The material shall not contain wood, organics or debris
   2. Maximum particle size less than 4 inches
   3. Moisture content less than 30%
   4. Liquid Limits less than 40% (ASTM D 4318)
   5. Plastic Index less than 15% (ASTM D 4318)

2.2 AGGREGATE FILL

A. (deleted)

2.3 UNDERCUT BACKFILL

A. (deleted)

PART 3 – EXECUTION

3.1 GENERAL

A. Damage Protection: Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Erosion Control: Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and residential buildings and streets.

C. Excavation

1. Excavation related to site grading is unclassified and includes excavation to required building demolition and utility demolition depths regardless of the character of materials and obstructions encountered.
2. Ground surfaces after completion of excavation shall conform to the lines and grades shown on the Contract Drawing to within 2 inches.
3. Excavation of unsuitable material below specified elevations shall only be performed as directed by the Engineer.

3.2 CLEARING AND GRUBBING

A. The site shall be cleared of all vegetation and debris prior to placement of onsite fill material in accordance ALDOT Specifications.
B. Vegetation and debris resulting from clearing and grubbing shall be disposed of offsite.

3.3 DEWATERING

A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. The Contractor shall anticipate encountering ground water during construction that will necessitate dewatering.
B. Protect stockpiled soils from softening and damage by rain or water accumulation.
C. The Contractor shall remove, from the start of excavation until completion of backfilling, all water from excavations. All ground water, including water from such sources as springs, seepage, leakage, perched water, and all surface water from such sources as rain, runoff, streets, gutters, hydrants, accidental spillage, and all liquid mud, from whatever source shall be removed. Water and its removal shall be considered the responsibility of the Contractor, without cost or compensation to the City or Engineer.

D. The responsibility for the performance of dewatering methods and devices shall lie entirely with the Contractor. The correction of settlement and damage to persons and property due to settlement shall be the responsibility of the Contractor.

E. All water, mud, etc., removed from excavations shall be directed to an approved sediment control device. No direct pumping of water to inlets will be permitted.

3.4 FILL PLACEMENT

A. Suitable onsite material shall be used for backfill. The contractor shall estimate the required volume of suitable offsite material to be imported and placed on the site to achieve the desired elevation grades shown on contract plans.

B. The fill shall be placed in 8 inch maximum lifts. Fill placed to reach pavement subgrade elevations shall be compacted to not less than 92% of the maximum dry density. In-place density shall be measured in accordance with ASTM D 1556 or ASTM D 6938.

C. Coordinate backfilling compaction tests with soil testing company.

3.5 PAVEMENT SUBGRADE UNDERCUT

A. (deleted)

3.6 STRUCTURE FOUNDATIONS

A. Excavate structure foundations to demolition elevations indicated on the respective details in the Contract Drawings.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Earthwork will not be measured but shall be included within the Lump Sum Price of Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place.

B. Dewatering shall not be measured or compensated for on the project.

4.2 PAYMENT

A. Payment for Earthwork shall be included within the stipulated Lump Sum Price for Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place

D. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work in every respect to the satisfaction of the Engineer.

END OF SECTION

SECTION 31 23 23

FLOWABLE FILL

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This item will govern the grouting of existing concrete or ductile iron drain pipes in addition to manholes and junction boxes for the purposes of abandonment in place. The location of this work is as shown on the Contract Document Plans (Drawings) and/or as encountered in the field during construction. The CONTRACTOR shall, unless otherwise specified, furnish all labor, materials, equipment, tools and other appurtenances necessary to abandon piping, drains and structures in place by filling them with flowable cementitious low strength grout including plugs, bulkheads, manhole and junction structure bases inclusive of excavation and backfill at locations as required to completely plug the line or structure a the desired location abandonment in place.

1.02 RELATED SECTIONS

A. The following is a list of SPECIFICATIONS which may be related to this section:

1. Section 01 33 00 Submittals
2. Section 02 41 00 Demolition
3. Section 31 00 00 Earthwork

1.03 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
   a. C33, Standard Specification for Concrete Aggregates.
   b. C94, Standard Specification for Ready-Mixed Concrete.
   c. C143/C143M, Standard Test Method for Slump of Hydraulic-Cement Concrete.
   d. C150, Standard Specification for Portland Cement.
   e. C494/C494M Rev A, Standard Specification for Chemical Admixtures for Concrete.
   f. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
   g. D4832, Standard Test Method for Preparation and Testing of Controlled Low Strength (CLSM) Test Cylinders.
   h. D5971, Standard Practice for Sampling Freshly Mixed Controlled Low- Strength Material.
   i. D6023, Standard Test Method for Density (Unit Weight), Yield, Cement Content, and Air Content (Gravimetric) of Controlled Low-Strength Material (CLSM).
   j. D6024, Standard Test Method for Ball Drop on Controlled Low-Strength Material (CLSM) to Determine Suitability for Load Application.

k. D6103, Standard Test Method for Flow Consistency of Controlled Low- Strength Material (CLSM).

1.04 SUBMITTALS

A. A minimum of five (5) days prior to starting Flowable Fill "CLSM" WORK. Provide product data on the following:

1. CLSM mix design report, self-leveling and non-shrink characteristics
2. Unconfined compressive strength: Minimum 100 psi at 56 days as determined based on average of three tests for same placement. Present at least three acceptable strength tests for proposed mix design in mix design report.

PART 2 PRODUCTS

2.01 MATERIALS

A. General:

1. The CLSM shall be cement-based grout / flowable fill with self-leveling and non-shrink characteristics.
2. Fly ash and approved admixtures may be used to obtain the required properties of the mix.
3. The mix shall have good workability and flowability with self-compacting and self-leveling characteristics.
4. No changes shall be made in the amounts or sources of the approved mix ingredients without the approval of ENGINEER.
5. Product inspection and field-testing of the approved mix may be made by, or on behalf of, OWNER.

B. Cement: All cement used shall be Type II Portland cement which shall conform to the requirements of ASTM C150.

C. Fly Ash: Fly ash may be either Class C or Class F. The fly ash shall conform to ASTM C618

D. Aggregates:

1. Fine Aggregate: All fine aggregate shall conform to the grading and quality requirements of ASTM C33.
2. Coarse Aggregate: Coarse aggregate shall conform to the grading and quality requirements of ASTM C33 for size No. 476, No. 57, or No. 67.

E. Water: The batch mixing water and mixer washout water shall conform to the requirements of ASTM C94.

F. Admixtures:

1. Chemical admixtures that do not contain calcium chloride and conform to ASTM C494/C494M for concrete may be used in the CLSM mix.

2. All chemical admixtures shall be compatible with the cement and all other admixtures in the batch

G. CLSM Proportions:

1. Strength: CLSM shall have a minimum fifty-six (56) day compressive strength of one hundred (100) psi when molded and cured as in conformance with ASTM D4832.
2. The CLSM shall have a minimum cement content of ninety (90) pounds per cubic yard. The water-cementitious materials ratio of the mix shall not exceed three and one-half to one (4:1).
3. Air-Entrainment: All CLSM shall be air entrained to a total air content of approximately eight percent (8%) to twelve percent (12%).
4. Consistency:
   a. The consistency of the CLSM slurry shall be such that the material flows easily into all openings between the pipe and the lower portion of the trench.
   b. A stiffer mix of slurry may be required if CSLM is to be pumped.
   c. When a stiffer mix is used, vibration shall be performed to ensure that the CLSM slurry completely fills all spaces between the pipe and the lower portion of the trench.

PART 3 EXECUTION

3.01 GENERAL

A. CLSM shall not be placed, if, in the judgment of ENGINEER, weather conditions are unsuitable.

B. CLSM shall not be placed when the trench bottom or walls are frozen or contain frozen materials.

C. CLSM shall not be placed when the air temperature is below forty degrees Fahrenheit (40°F) unless the air temperature is thirty-five degrees Fahrenheit (35°F) or more and the temperature is rising.

D. The Contractor will be responsible for the satisfactory coordination of the pipe abandonments with other construction and activities in the area. Delays in work resulting from lack of coordination, additional excavation for pipe plugging, additional flowable fill required based upon means and methods, etc.. will not be cause for additional compensation.

E. Backfill to grade above pipe left in place. Place and compact backfill in compliance with project specifications.

F. Remove, transport and dispose of spoils including removed piping, manhole / junction structure pieces to acceptable facility.

3.02 PLACEMENT

A. Ensure that concrete is around plug/bulkhead and around pipe including bedding area such that it is not penetrable by groundwater and that bedding at this location is not a conduit for groundwater.

B. CLSM shall be placed under the pipe from one side so that it flows under the pipe until it appears on the other side.

1. CLSM shall be added to both sides of the pipe until it completely fills the space between the pipe and the sides of the trench, to the dimensions shown in plugging details shown in the DRAWINGS.

2. Rodding, mechanical vibration and compaction of CLSM shall be performed to assist in consolidating the CLSM.

C. When required to prevent uplift, the CLSM shall be placed in two (2) stages as required, allowing sufficient time for the initial set of the first stage before the remainder is placed.

D. CLSM shall be deposited as nearly as practical in its final position and in no way disturb the pipe trench or cause foreign material to become mixed with the CLSM.

E. Soil backfill shall not be placed until the CLSM has reached the initial set.

1. If backfill is not to be placed over the CLSM within eight (8) hours, a six-inch (6") cover of moist earth shall be placed over the CLSM surface

PART 4 COMPENSATION

4.01 MEASUREMENT

A. This item will be measured based upon Each (EA) for manhole / drainage structure abandonment and pipe plugging for abandonment in place regardless of depth.

B. Refer to Section 01 21 00 Allowance for alternate measurement of Flowable Fill in Cubic Yard (CY).

4.02 PAYMENT

C. The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for Bid Items 1020 through 1023 for “Pipe Plug” corresponding to the diameter (size) of pipe, drain or line specified. This price will be full compensation for the removing of the content within the pipe, cleaning, grouting, plugging, capping and abandoning all pipe, pipe bend section and all other appurtenance, and of dewatering, trenching, excavation and backfill, removal, transportation and disposal and all material or work necessary to properly abandon the pipe and must include all materials, labor, equipment, tools and incidentals necessary to complete the work.

END OF SECTION

SECTION 31 25 00

SOIL EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.1 SCOPE

A. This Section shall cover, but not limit, those items of temporary soil erosion and sediment control necessary for the management of construction stormwater discharge quality. The Contractor shall provide and maintain temporary soil erosion and sediment controls designed to protect the project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction. These temporary soil erosion and sediment controls shall be referred to as "Best Management Practices" (BMPs). A BMP is any procedure, process, technique, plan or device that can be utilized to enhance the control of soil erosion and sediment transport.

B. Contractor shall adhere at all times to the project's Construction Best Management Practices Plan (CBMPP), sign posting requirements and ADEM NPDES General permit regulations.

1.2 RELATED SECTIONS

1. Section 02 41 00 Demolition
2. Section 02 53 00 Topsoil
3. Section 31 00 00 Earthwork
4. Section 32 91 13 Ground Preparation and Vegetative Establishment

1.3 RELATED DOCUMENTS

A. Section 665 of the ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.

B. The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Handbook).

C. The Contractor shall respect the local requirements regarding sedimentation and erosion control plans during construction.

1.4 REGULATORY REQUIREMENTS

A. Refer to project's Construction Best Management Practices Plan (CBMPP) document.

B. Unless otherwise specified within plans, permits, notes and details, all work shall comply with the requirements of Alabama Department of Transportation (ALDOT), Section 665 of the Standard Specifications and the ALDOT 2018 Standard and special drawings, effective January 2018 incorporated herein and provided within the project's construction plans.

1.5 SUBMITTALS

A. Submit to the Engineer, material specifications, and shop drawings for all materials and equipment furnished under this Section.

B. Provide Engineer with three (3) copies of all product data, including maintenance instructions, if applicable. Obtain receipt.

C. The Construction Manager shall adhere to all requirements listed within the CBMPP permit document. This includes all aspects of the following:
   1. Implementation of Initial and Final Soil Erosion and Sedimentation Control Plan.
   2. Current records and completed forms of any modifications to sizes, quantities or other characteristics of the control measures established in CBMPP document and drawings.
   3. Inspection Logs and Rainfall logs documenting precipitation events greater than 0.75" throughout the duration of construction.
   4. Photographs of implemented control measures taken at regular intervals throughout the demolition and construction process.
   5. Log of ongoing maintenance activities.
   6. Copies of Meeting Minutes documenting implementation of CBMPP requirements.

1.6 SOIL EROSION AND SEDIMENTATION CONTROL OBJECTIVES

A. The Owner has established that this Project shall minimize soil erosion, sedimentation of surrounding storm drains, pollution of stormwater runoff leaving the site, and the migration of dust and dirt from the site to surrounding streets and buildings. To achieve this requirement, Contractor shall employ measures to satisfy the following objectives:
   1. Minimize unnecessary soil disturbance and dust generation on site.
   2. Prevent sediment laden stormwater runoff from entering adjacent Mobile Bay.
   3. Inhibit or slow the flow of runoff across and from the site.
   4. Remove sediment from onsite runoff before it leaves the site.
   5. Remove dirt from vehicles leaving the site.
   6. Inhibit dust migration from the construction site to surrounding streets and buildings without excessive use of water.
   7. Prevent concrete washout from contacting soil or adjacent waterways.
   8. Minimize on-site pollution due to construction activity.
   9. Maintain Erosion and Sedimentation measures throughout construction process.

1.7 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely installation and/or maintenance of all sedimentation control devices throughout the life of the contract necessary to prevent the erosion of soil or movement of sediment from construction activities to sensitive on-site areas, or any off site areas. Measures in addition to those shown on the drawings necessary to prevent the movement of sediment of site shall be installed, maintained, removed, and cleaned up at the expense of Contractor. Contractor shall immediately abate any siltation, sedimentation, erosion or pollution of all waters and underground water systems.

1.8 PRODUCT HANDLING

A. Protection
   1. Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work of others.

B. Replacements
   1. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Seed: Refer to Seeding schedules contained within CBMPP document.

B. As an alternative, Temporary seed may be furnished in accordance with the following seed schedule provided within the ALDOT standards:

TEMPORARY SEEDING	
September through December	
Annual Ryegrass	25 pounds per acre {28 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	10 pounds per acre {11 kg per hectare}
January through April 15	
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	30 pounds per acre {34 kg per hectare}
Annual Ryegrass	15 pounds per acre {18 kg per hectare}
April 16 through August	
Brown Top Millet	30 pounds per acre {34 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Hulled Bermuda Grass	10 pounds per acre {11 kg per hectare}

C. Mulch: Mulch shall be salt hay or small grain straw.

D. Mulch Binder: Shall be emulsified asphalt or cutback asphalt.

E. Tracking Pad: Refer to Detail provided in drawings. As an alternative, refer to ALDOT Stabilized Construction Entrance Detail, ESC-502, Reference 665.02, 801, Specification Section 665.03, 665.01, 665.05. Stabilized construction entrances are installed at points of vehicular ingress and egress. The stabilized construction entrances reduce the amount of sediment transported onto paved public travel ways by construction equipment and other motor vehicles.

F. Silt Barrier Fence: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Silt Fence Sediment Barrier Standard Detail ESC-200-3 and ESC-200-4, Reference 665.02, AASHTO M288, ALDOT List II-3, Specification Section 665.03, 665.04, 665.05, A silt fence sediment barrier consisting of an entrenched filter fabric stretched across a wire backing that is supported by posts. The purpose of silt fence sediment barriers is to intercept and trap sediment as well as decrease runoff velocities of sheet flow and moderate channel flows.

G. Hay Bale Ditch Check: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Standard Detail ESC-300-2, Reference 665.02, Specification 665.03, 665.04, 665.05, Hay Bales are sued to intercept low volume flows in lot to moderate gradient ditches. Bales may be either hay or straw containing 5 cubic feet {0.14 m^3} of material and having a weight {mass} of not less than 35 pounds {16 kg} with a minimum length of 3 feet {0.9 m}.

H. Silt Fence Ditch Check: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Standard Details, ESC-300-8, Reference 665.02, AASHTO M288, ALDOT List II-3, Specification Section 665.03, 665.04, 665.05. Silt fence Ditch Checks are used to intercept low volume flows in low to moderate gradient ditches.

I. Water for dust control shall be water with mineral content not exceeding potable water standards.

J. Silt fence may be commercially available silt fence systems, consisting of synthetic geotextile fabrics and hardwood stakes. The height of the fence shall be a minimum of three feet and the fabric shall be wide enough to allow for a minimum embedment in the ground of one foot of fabric. Sections shall be joined in such a manner that the fence shall function as a continuous unit.

K. Other Stabilization Erosion Control Products: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Standard Details ESC-509, 659.02, 860.11, ALDOT List II-II, Specification Section 659.03, 659.04, 659.05. Erosion control products are used to protect slopes and channels. Erosion control products are used to create conditions that assist the establishment of vegetation. Locations shown on plans should be based on gradient, soil, longevity and hydrology. Erosion control products will generally be required on 2:1 (H:V) or steeper slope lengths smore than 15 feet.

PART 3 – EXECUTION

3.1 GENERAL

A. The Engineer shall have the authority to limit the surface area of erodible earth material exposed and to direct the Contractor to provide immediate permanent or temporary soil erosion or sediment control measures to prevent contamination of adjacent watercourses and wetlands. Such work may involve the construction of temporary berms, dikes, dame, sediment basins, pipes, slope drains and use of temporary mulches, mats, seeding or other control devices or methods as necessary to control erosion.

3.2 INSTALLATION

A. All sediment and erosion control practices shall be installed prior to any soil disturbance in their proper sequence and maintained until permanent protection is established.

B. Any disturbed areas that will be left exposed more than thirty days and not subject to construction traffic shall immediately receive a temporary seeding.

C. Permanent vegetation to be seeded on all exposed areas within thirteen days after final grading and topsoiling. Mulch to be used as necessary for protection until seeding is established.

D. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. steep slopes) shall receive a temporary seeding in combination with straw mulch or a suitable equivalent at a rate specified within the CBMPP manual.

E. All silt fences and construction barrier fencing shall be in place prior to demolition, excavation or land disturbing activities.

F. All silt fences shall be left in place until all areas are stabilized pursuant to CBMPP requirements.

G. All disturbed areas shall receive a 4" depth of onsite and/or contractor supplied and placed topsoil. Topsoil will be not be paid separately but included within the lump sum price of Bid Item No. 1026, Permanent Seeding.

H. Disturbed areas shall be maintained in a rough graded condition and temporarily seeded and/or mulched until proper weather conditions exist for establishment or permanent vegetative cover.

I. All soil to be stockpiled for a period of greater than 13 days shall be temporarily seeded and protected by a berm at the base of the pile or acceptable perimeter silt fence barrier.

J. Temporary and Permanent Seeding schedules are provided within the project's Construction Best Management Practices Plan (CBMPP) document.

K. See CBMPP document for maintenance and inspection requirements of specified soil erosion control measures.

L. To prevent blowing and movement of dust from exposed dry soil surfaces, when ordered by the Engineer, the Contractor shall spray water on the exposed areas in quantity as required.

M. Refer to Section 32 91 13 Ground Prep and Vegetation Establishment for Permanent Seeding requirements.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Erosion and Sediment Control shall not be measured but paid for as the Lump Sum Price of following items: Item No. 1024 "Silt Fence" and Item No. 1027, "Erosion and Sediment Control Measures" inclusive of installing all perimeter and slope erosion and sediment control measures including but not limited to, Stabilized Construction Entrance, Temporary Mulching, Dust Control, and other Sediment Control measures including Hay Bales, Ditch Checks, temporary Sediment Traps and Diversion Swales (if required) to control erosion and sediment from leaving the project site. Bid Item No. 1027 is inclusive of work items necessary to install,

maintain, inspect and repair as required for all Erosion Control Measures shown on the Contract Drawings or as directed by the Engineer.

4.2 PAYMENT

A. Payment for "Silt Fence and Erosion and Sediment Control Measures" complete, shall be taken to be included in and covered by the Lump Sum Prices under Bid Items No. 1024 and No. 1027 on the Bid Price Form.

B. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work in every respect to the satisfaction of the Engineer.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCING

PART 1 – GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing and installing, complete in place, commercial chain-link fence on posts and frames with either standard ground mounting in all locations needed to secure the final site all in accordance with the details shown on the plans and these specifications.

B. This work shall include, but is not limited to:
   1. Repairing and replacing all chainlink fence necessary to secure the final site.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 01 41 10 Testing Laboratory Services
C. Section 02 41 00 Demolition
D. Section 03 10 00 Earthwork

1.3 REFERENCES

A. The ALDOT Standard Specifications, effective January 2022, as incorporated and amended herein.

B. ASTM International (ASTM)
   ASTM A121 Specification for Metallic-Coated Carbon Steel Barbed Wire
   ASTM A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric
   ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
   ASTM F552 Standard Terminology Relating to Chain Link Fencing
   ASTM F567 Standard Practice for Installation of Chain Link Fence
   ASTM F626 Specification for Fence Fittings
   ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

1.4 SUBMITTALS

A. Shop drawings: Site plan showing layout of fence location with dimensions, cleared area, elevation of fence, footings and details of attachments. Comply with the provisions of Section 01 33 00.

PART 2 PRODUCTS

2.1 MATERIALS

A. All materials shall conform to the requirements of ALDOT Division 800, Materials, and shall be in accordance with details shown on the plans. Special attention is directed to ALDOT Section 871.

B. Concrete for post footings shall have a 28-day compressive strength of 2,500 psi. All testing shall be the responsibility of the contractor using an approved testing laboratory service.

PART 3 – EXECUTION

3.1 General

A. All construction methods and equipment employed in the setting of fence shall be in accordance with requirements of the specifications of the manufacture of the fence materials being used and such that the resulting structure will provide the expected service and be durable and complete in every detail.

B. Clearing Fence Line.

All brush, stumps, logs, large roots, humps of earth, boulders or debris which would interfere with proper construction of the fence in the required location and present a pleasing and acceptable profile along the tops of posts shall be removed before starting fencing operations. Sound standing trees in the fence line shall be removed or trimmed as directed to provide adequate working room. The clearing and/or grading of the fence line and the disposal of material removed shall be accomplished in such a way that trees and shrubs on the remainder of the right of way will not be damaged.

Breaks in profile of the fence shall be spread over vertical curves of sufficient length to insure a pleasing appearance.

C. Setting Posts.

Posts and anchorages shall be set at intervals shown on the plans or directed. The posts shall be set plumb and true in alignment on the side which the fabric is to be attached. All end and corner posts, brace posts, pull posts and gate posts shall be set in concrete in accordance with plan details. Line posts may be set in place by one of the following methods: (1) set in concrete in the same manner detailed in the plans for brace posts, (2) driven, provided soil conditions are suitable and full embedment depth is obtained. When posts are driven, methods shall be used to protect the posts from damage due to driving operations. Damaged posts shall be repaired as directed or removed and replaced without additional cost to the State, Regardless of the installation method used, a stable fence frame shall be obtained. Where unstable soil is encountered, the use of longer posts, concrete anchorage or other approved post stabilization methods shall be required. Where fence is over solid rock or other hard unyielding material is encountered, special treatment may be authorized.

When installing fence through areas where other than ground installations are required, special attention shall be given to the attachment of the mounting assemblies to the structure. Anchor bolts, etc. shall be cast into structures wherever possible. Other types of attachments, if permitted

by the plans, must be approved by the Engineer before use. In any event, anchorage must be so installed as to present a neat workmanlike appearance.

D. Constructing Fence.

Chain link fence shall be stretched taut and securely fastened to each post by means of approved metal bands or No. 9 gage {3.75 mm} wire spaced not more than 12 inches {300 mm} apart on posts and not more than 15 inches {375 mm} apart on the rail. The method of attaching at end posts, gates, and corner posts shall be as shown on the plans.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Chain Link Fencing will not be measured but shall be included within the Lump Sum Price of Bid Item No. 1035 inclusive of complete installation of all sections of downed fence

4.2 PAYMENT

A. Payment for Chain Link Fencing shall be included within the stipulated Lump Sum Price for Bid Item No. 1035 inclusive of complete installation of all sections of downed fence

D. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work in every respect to the satisfaction of the Engineer.

END OF SECTION

SECTION 32 91 13

GROUND PREPARATION, VEGETATION ESTABLISHMENT

PART 1 - GENERAL

1.1 SCOPE

A. This Section shall cover ground preparation work and the work of establishing an acceptable permanent stand of vegetation of the species designated for establishment. Contractor shall note this work is inclusive to supplying Topsoil to a depth of 4" across all disturbed areas of the site as part of preparing the ground for permanent seeding application.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 31 00 00 Earthwork
C. Section 31 25 00 Soil Erosion and Sediment Control
D. Section 02 53 00 Topsoil

1.3 STANDARDS AND REFERENCES

A. In general, Contractor shall follow Construction Best Management Practices Plan (CBMPP) document prepared for project inclusive of temporary and permanent seeding schedules. As an alternate, the ALDOT permanent seeding specifications are referenced as a minimum to be used for the project.

B. The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Handbook).

C. Section 860 of the ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.

1.4 SUBMITTALS

A. Pure Seeds General:

1. Testing and Certification.

Seeds shall be certified by an Official Seed Certifying Agency. Seeds shall have been tested within nine months prior to use. Each kind of seed shall be separately packed and delivered to the project in a seed-tight bag. Each bag shall bear a tag or label bearing the seal of the Official Seed Certifying Agency.

The analysis of the seed (% pure seed, % germination, date tested, etc.) shall be attached to each bag. Seed shall be at least 95 % pure seed of the required type. Seed for lespedezas shall have a minimum germination rate of 80 %. Seed for all other species shall have a minimum germination rate of 85 %.

2. Sampling and Verification Testing.

Samples of seeds may be taken at any time by the Engineer. Tags or labels that have the analysis of the seeds will be placed with the samples taken by the Engineer. The samples will be stored by the Engineer until a satisfactory stand of grass is obtained. If it is apparent that germination or other problems exist in the establishment of the ground cover, the samples will be submitted to the Alabama Department of Agriculture for testing.

3. Hulled and Scarified Seeds.

Bermudagrass may be either hulled or unhulled as shown in the table of seed mixes. Sericea Lespedeza shall be hulled and scarified. Annual Lespedeza (Kobe), White Dutch Clover, and Reseeding Crimson Clover shall be hulled.

B. Seed Mix (Zone 3).

The contractor may elect to use the following ALDOT South Zone 3 seed mix shown in the following table. The required weight shown in the chart is the actual seed weight as delivered and takes into account the minimum required percentage of pure seeds and minimum required germination rates.

ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE {KILOGRAMS PER HECTARE} OF PURE LIVE SEED				
Date of Planting	Sept. 1 to Feb. 29		Mar. 1 to Aug. 31	Mar 1. to Aug. 31
Annual Ryegrass	10 {11}	25 {28}		
Hulled Bermudagrass		*	18 {20}	
Unhulled Bermudagrass	30 {34}		12 {13}	12 {13}
Annual Lespedeza (Kobe)			38 {43}	24 {27}
Pensacola Bahia Grass				47 {53}
Reseeding Crimson Clover	5 {6}			
Notes	1	2	3	3
Required Permanent Plant	Bermudagrass			Pensacola Bahia Grass

1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet {3 m} from the edge of mainline pavement. (This is usually required for short duration work that is doneon pavement resurfacing projects.)
2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet {3 m} from the edge of mainline pavement. Seeding in stubble for the establishment of permanent vegetation is required during the following month of March.
3. Bermudagrass will be required as the permanent plant if it is not shown on the plans that Pensacola Bahia Grass will be required as the permanent plant.

C. Inoculating materials as required for coating certain legume seed immediately before sowing shall be an approved commercial culture manufactured by a reputable concern and of the culture group appropriate for the kind of seed to be treated. The material as received on the work shall be fresh stock designated for the current season, packaged and sealed to protect bacteria and insure against moisture loss.

PART 2 – PRODUCTS

A. Fertilizer.

1. General

The fertilizer or fertilizers used shall be of the type and grade provided herein, on the plans and/or the proposal form and when tested by current methods adopted by the Association of Official Agricultural Chemists, shall comply with Alabama Fertilizer Laws, Title 2, Sections 282-300, Alabama Code of 1940, as amended.

2. Manufactured Fertilizers.

A. Manufactured fertilizer shall be standard commercial products and shall contain not less than the percentages by weight {mass} of the ingredients set out in the following table:

TYPE	**Nitrogen N**	**Phosphorus P2O5**	**Potash K2O**
15-0-15	15		15
13-13-13	13	13	13
10-10-10	10	10	10
8-8-8	8	8	8
0-14-14	0	14	14
4-12-12	4	12	12
4-16-8	4	16	8
Super Phosphate		18.0	
Ammonium Nitrate	33.5		
Ammonium Sulphate	20.5		
Sodium Nitrate	16.0		
Potassium Chloride			60.0

B. An allowance of five percent variation or tolerance of the above proportions will be permitted based on relative commercial value.

C. Nitrogen may be derived from any nitrogen-carrying material approved by the State Commissioner of Agriculture and Industries.

D. Cottonseed meal shall contain 41 percent protein or 6.56 percent nitrogen.

E. All fertilizers shall be transported in containers which will insure proper protection, handling, and which are commonly used with such fertilizers.

6. Fertilizers containing pesticide materials produced by a recognized, responsible manufacturer and prequalified for use by the State Department of Agriculture

and Industries or the U.S. Department of Agriculture may be used with the approval of the Engineer.

PART 3 – EXECUTION

3.1 CONSTRUCTION SEQUENCE

A. The required sequence and timing of the placement of permanent seeding during construction shall be at the discretion of the Contractor. However, the Engineer may direct, that the Contractor repair, replace, and regrade permanent vegetation areas where proper ground preparation and/or permanent vegetation has not been established satisfactorily for acceptance.

B. Seed Mixes for the Establishment of Permanent Vegetation.

The appropriate seed mix shall be chosen from tables in Section 860. The appropriate seed mix is based on planting zone, planting date, and type of area to be seeded. Seed mixes of a temporary nature are required in some areas of the State when permanent seed mixes are out of season. These mixes are shown in Section 860 as requiring seeding in stubble for the establishment of the required permanent plant

C. Inspection.

The Contractor shall notify the Project Manager at least 48 hours in advance of any work related to seeding. This includes the mixing of seed as well as the sowing of seed. The Contractor shall notify the Engineer of the proposed type of seed mix or mixes to be incorporated into the project prior to beginning seeding operations. Seeding work shall not begin prior to the measurement of the area to be seeded. All work shall be performed in the presence of the Engineer.

D. Preparation and Planting in Soft Soil.

1. Ground Preparation.

After grading and topsoil placement and prior to ground preparation, the Contractor shall remove all boulders, stumps, roots, or other objects with any dimension larger than 2 inches {50 mm}. Topsoil shall meet the requirements given in Section 02 53 00.

Ground preparation shall consist of cultivating the topsoil to a loose depth of at least 4 inches {100 mm} except on slopes 2:1 or steeper. The plowing, harrowing, cultivating, and all other operations shall be performed with proper equipment and in such a manner as to break up all clods.

The ground shall be plowed to the required depth and then cultivated with a rotary tiller or disk harrow, in crossing directions if necessary, until the result is a smooth, uniform, loose, and well broken soil providing a suitable bed for seed. In small or inaccessible areas the use of hand tools will be

permitted. The Contractor shall add water as necessary to provide sufficient soil moisture to prepare the ground.

All trash and other debris shall be removed from the cultivated topsoil. All pieces of wood, rocks and unbroken clumps of earth with any dimension larger than 2 inches {50 mm} shall be removed from the planting area.

2. Initial Soil Amendments.

The initial fertilization shall be a commercial fertilizer that will provide at least 120 pounds {135 kg} of N, 120 pounds {135 kg} of P_2O_5, and 120 pounds {135 kg} of K_2O per acre {hectare}, as computed from the nominal contents of fertilizer elements. Only one half of this rate shall be applied when the required seeding is Annual Ryegrass. Agricultural limestone (lime) shall be applied prior to seeding at a rate of two tons per acre {4.5 metric tons per hectare}. Lime may be applied in dry, pelletized or slurry form. The rate of application is required regardless of the form of application.

The required rates of placement of fertilizer and lime may increase as directed by the Engineer based on the results of the testing of the Topsoil from Stockpiles as described in Article 650.02. Additional fertilizer and lime for Topsoil from Stockpiles will be paid for separately in accordance with the requirements given in Article 652.05. Reductions in rates will result in a price adjustment for seeding.

Fertilizers and agricultural limestone (lime) shall be applied uniformly at the required rates of placement. The fertilizer shall be well pulverized and free of lumps when applied. In no case shall fertilizer that is not mixed with soil be permitted to be in direct contact with seed. When fertilizers are applied hydraulically they shall be diluted sufficiently so that no damage is done to either seed or established vegetation. Agricultural limestone, basic slag or a combination of limestone and slag shall be applied separately but may be incorporated into the soil with fertilizers in one operation.

Fertilizer and agricultural limestone that is not applied hydraulically shall be uniformly mixed with the soil by harrows, rotary tillers, or other soil mixing equipment prior to subsequent operations. Mixing with the soil will not be required when the fertilizer and agricultural limestone is applied hydraulically.

3. Sowing Seed.

Mechanical or hydraulic seeders shall be used for sowing unless approved otherwise by the Engineer.

Sowing shall not be performed during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet or otherwise in a non-

tillable condition. The addition of water may be required to render excessively dry soils tillable.

Equipment for applying seed hydraulically shall be designed for this purpose. The equipment shall be capable of mixing and pumping the water, seed mixture, mulch and fertilizer uniformly over the area to be seeded. Power driven agitators shall be provided to keep the mixture uniform during the application.

4. Covering Seed.

Care shall be exercised during covering operations to preserve the line, grade and cross-section of the seeded areas so that areas adjacent to pavement, walks, etc., are not left higher than the paved surface. The seed bed shall be compacted immediately after sowing. Compaction shall be done with a cultipacker, light roller or approved drag. The weight {mass} of the roller or drag needed shall be determined by the Contractor according to the type and physical condition of the soil. Rolling or covering of seed may be omitted when both seeding and mulching are hydraulically applied.

5. Mulching.

Mulching shall be applied in accordance with the requirements given in Section 656. Seeded areas shall be covered with mulch within 48 hours after seeding. Mulching will be measured and paid for separately under Section 656.

6. Soil Amendments After Growth.

After the required plant species have emerged and shown normal growth (usually approximately 40 days) and while the soil surface is moist, a second application of fertilizer shall be made. This second application shall be placed as a uniformly applied top dressing of 40 pounds {45kg} each of N, P2O5, and K2O per acre {hectare}, respectively or equivalent approved by the Engineer.

This application of fertilizer will not be required for temporary planting (Annual Ryegrass).

3.2 ACCEPTANCE

All work shall be conducted in accordance with the requirements given in Section 665 as well as the requirements given in this Section.

The Contractor shall provide plant establishment of the required species of permanent vegetation prior to final acceptance of the project. Plant establishment shall consist of preserving, protecting, reseeding, or replanting and other such work and at such time as may be necessary to keep the vegetated areas in a satisfactory condition.

All of the above work shall be performed without additional compensation, unless otherwise specified.

The acceptance of designated seeded areas will be based upon verification of a satisfactory stand of vegetative cover in the season for each species required for establishment. If a satisfactory stand of desired vegetation is not established, the area shall be re-seeded after appropriate soil preparation and re-established without additional cost to the Department.

A satisfactory stand of vegetative cover shall be defined as a cover of living plants, after true leaves are formed, of the required seed species designated for establishment. Generally an 85 % coverage will be considered acceptable. Should the Contractor protest the determination of satisfactory stand based on visual analysis, a random sampling of 5 samples per acre {0.4 ha} using a square yard {meter} template may be executed to determine the percent coverage. There should be no areas void of the required species larger than 4 square feet {0.4 square meter}.

Every effort should be made to establish vegetation of permanent species in accordance with the seasonal requirements shown for each species in Section 860. Areas where the season and required seed mix cause the method of seeding in stubble to be necessary for the establishment of a permanent plant will not be considered acceptable until vegetation of a permanent species is satisfactorily established. The project will not be accepted for maintenance prior to acceptable establishment of vegetation after seeding in stubble.

Payment will not be made for areas of unsatisfactory stands of vegetative cover, the repair of areas damaged by the Contractor, or for the repair of washes in areas where sufficient erosion control measures are available to the Contractor.

Requests from the Contractor for payment for areas of unsatisfactory stands of vegetative cover will not be considered by the Construction Engineer without the submittal of documentation of absolute adherence to the requirements for the application of topsoil and for the establishment of the vegetation.

4.1 Method of Measurement.

(a) Temporary Seeding:

Temporary Seeding will be measured in acres, regardless of the method of establishment or number of applications performed. Temporary Seeding will be measured in acres under Lump Sum Price for Bid Item No. 1025.

(b) Permanent Seeding:

Permanent Seeding will be measured in acres under Lump Sum Price for Bid Item No. 1026.

4.2 Basis of Payment.

(a) Lump Sum Price Coverage.

Seeding will be paid for at the contract lump sum price per acre {hectare} which shall be full compensation for all ground preparation, furnishing seed, preparing, soil amendments (fertilizer and lime), seeds, including water needed in mixing, planting, establishing, and maintaining of the seeded areas until final acceptance, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

The cost of mowing shall be inclusive to the lump sum price for permanent seeding including equipment, labor, and incidentals necessary to mow weeds and ground cover in order to establish and promote growth of permanent vegetation.

(a) Payment will be made under Item No. as follows:
Temporary Seeding – Bid Item No. 1025
Permanent Seeding – Bid Item No. 1026

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Chris Brewer Contracting Inc.
PO Box 70211
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Mobile
205 Government Street
Mobile, AL 36602

BOND AMOUNT: 5% of bid amount not to exceed $10,000.00

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

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

PROJECT:
(Name, location or address, and Project number, if any)
Ziebach Waste Water Treatment Plant Demolition Project No 2022-1045-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 14th day of September, 2022

(Witness)

(Witness)

(Principal) *(Seal)*
Chris Brewer, President
(Title)

(Surety) *(Seal)*
Christy Hicks, Attorney-in-Fact
(Title)

GRANITE CORPORATE SEAL MINNESOTA

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061110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of September, 2022.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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.: 2022-2045-04
PROJECT NAME: Ziebach Waste Water Treatment Plant- Demolition
PROJECT LOCATION: 4612 Park Road
Mobile, Alabama 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Programs & Project Management Department and Moffatt and Nichol, dated **August, 2022**; and Addendums (a) Number(s) 1 and 2, dated Sept. 9th & 13th, 2022 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Programs & Project Management 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: Chris Brewer Contracting Inc.

ADDRESS: P.O. Box 7270 Mobile, AL 36607 **PHONE** 251-456-7270

ALABAMA GENERAL CONTRACTOR LICENSE NO. 40677

CITY OF MOBILE BUSINESS LICENSE NO. 071970

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 239-704

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] (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 ninety (90) calendar days from the date of the Notice to Proceed.

Refer to below correction for Pay Item 1015 "description" correction. City prefers to NOT issue Addendums within 24 hours of bid deadline. For this reason, Addendum 2 shall modify Section 00100 – Invitation to Bid as follows:

Section 00100 – Invitation to Bid
Section 1 Bid Date

A. Sealed Bids will be received and clocked in until 2:30 PM local time, **FRIDAY** ~~Wednesday~~, the **16th** ~~14th~~ day of September 2022, in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602

Addendum 1 – Question 2 In the degritter structure (to remain) are handrails to be removed?

Addendum 1 - Response 2 **Yes, flush cut with concrete and all brackets and sharp metal removed as well.**

Addendum 2 - Contractor Question

Question Where do we add pricing on bid sheet due to the fact that there is no line item for rail removal.

Response **There is a typo on bid form related to pay item 1015. Pay Item 1015 description should be corrected as follows. Refer to page 147 of contract document which defines bid items, specifically work of pay item 1015.** See Division 01 – General Section of Technical Specifications section 01 10 00 Definition of Bid Items.

1015	1	LS	~~Remove Manhole, Drainage Box~~				
1015	**1**	**LS**	**SELECTIVE EQUIPMENT DEMOLITION**	5,000.	00	5,000.	00

Contractors shall acknowledge receipt of Addendum 2 within their bids by one of the following three (3) methods.

1. Submit Bid on original Bid Form, Bidding Contractor acknowledge receipt of Addendums 1 & 2 which now become part of the contract documents. Correct pay item as recommended above.
2. Sign / acknowledge receipt of Addendum 2 by signing below signature line and date. Return a scan of this page with signature to the project manager, Ms. Emma Cochran, emma.cochran@cityofmobile.org
3. Sign this sheet per method 3 above and include copy of signed sheet within sealed bid.

C.S.

Contractor: Chris Brewer Contracting Inc.
Date: 9-14-2022

Ziebach Waste Water Treatment Plant-Demolition
4612 Park Road
Mobile, Alabama 36605
City of Mobile Project No. 2022-2045-04
M&N Project No. 10456

ITEM NO.	QUANTITY	UNIT	ITEMS	UNIT PRICE		TOTAL AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1000	1	LS	Mobilization / Demobilization	25,000	0	25,000	0
1001	150	CY	Allowance - Flowable Fill	300 @	0	45,000 @	0
1002	1000	CY	Allowance - Imported and Placed Backfill Material	19	0	19,000	0
1003	4210	SY	Demolition of Asphalt Pavement (Stockpile aggregate base for reuse as backfill)	6	75	28,417	50
1004	1500	SY	Demolition of Concrete Pavement (Excludes Structures; Stockpile aggregate base for reuse as backfill)	6	75	10,125	0
1005	1	LS	Demolition of Existing Office Building	10,000	0	10,000	0
1006	1	LS	Demolition of Existing Trickling Filter Tank	25,000	0	25,000	0
1007	1	LS	Demolition of Existing Primary Clarifier Tank	20,000	0	20,000	0
1008	1	LS	Demolition of Existing Contact Chamber	35,000	0	35,000	0
1009	1	LS	Demolition of Existing Final Clarifier Tank	20,000	0	20,000	0
1010	1	LS	Demolition of Existing Outfall Head Box	5,000	0	5,000	0
1011	1	LS	Demolition of Truck Wash Sludge Loading Rack	10,000	0	10,000	0
1012	1	LS	Demolition of all above ground piping (Includes piping to be removed not associated with structure)	15,000	0	15,000	0
1013	11	EA	Junction Box / Manhole Demolition (Detail C2, C-501; Includes Flowable fill, Top Removal)	3,000	0	33,000	0
1014	4	EA	Remove Manhole, Drainage Box	2,500	0	10,000	0
1015	1	LS	~~Remove Manhole, Drainage Box~~ Addendum #1 @	5,000	0	5,000	0

Ziebach Waste Water Treatment Plant-Demolition
4612 Park Road
Mobile, Alabama 36605
City of Mobile Project No. 2022-2045-04
M&N Project No. 10456

ITEM NO.	QUANTITY	UNIT	ITEMS	UNIT PRICE		TOTAL AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1016	800	LF	4" thru 8" Piping Removal (ACP, DIP, PVC)	18	0	14,400	0
1017	100	LF	10" thru 15" Piping Removal (ACP, DIP, RCP, PVC)	22	0	2,200	0
1018	100	LF	18" thru 24" Piping Removal (ACP, DIP, RCP, PVC)	25	0	2,500	0
1019	100	LF	30" thru 42" Removal (RCP)	35	0	3,500	0
1020	1	EA	42" flowable fill pipe plug	750	0	750	0
1021	14	EA	36" flowable fill pipe plug	600	0	8,400	0
1022	7	EA	24" flowable fill pipe plug	500	0	3,500	0
1023	7	EA	18" flowable fill pipe plug	400	0	2,800	0
1024	1165	LF	Silt Fence	5	25	6,116	25
1025	2.8	AC	Temporary Seeding	2,200	0	6,160	0
1026	2.8	AC	Permanent Seeding	2,600	0	7,280	0
1027	1	LS	Erosion and Sediment Control Maintenance (CBMPP)	5,000	0	5,000	0
1028	418	SY	Imported Topsoil Material Placement (Includes Fine Grading, 4" depth)	8	75 ℄	3,657	0
1029	230	CY	Imported Material Placement (Office Building Backfill)	19	0	4,370	0
1030	800	CY	Imported Material Placement (Trickling Filter Backfill)	19	0	15,200	0
1031	300	CY	Imported Material Placement (Primary Clarifier Backfill)	19	0	5,700	0
1032	630	CY	Imported Material Placement (Contact Chamber Backfill)	19	0	11,970	0
1033	770	CY	Imported Material Placement (Final Clarifier Backfill)	19	0	14,630	0

Ziebach Waste Water Treatment Plant-Demolition
4612 Park Road
Mobile, Alabama 36605
City of Mobile Project No. 2022-2045-04
M&N Project No. 10456

ITEM NO.	QUANTITY	UNIT	ITEMS	UNIT PRICE DOLLARS	UNIT PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
1034	18.5	CY	Imported Material Placement (Outfall Headbox Backfill)	19	0	351	50
			TOTAL BID (WITHOUT ALLOWANCES)			369,675	75
			ALLOWANCES (ITEMS 1001 & 1002)			64,000	00
			CONTINGENCY ALLOWANCE			$50,000	00
			TOTAL BASE BID			483,675	75
			(FILL IN HERE AND IN TOTAL BID BELOW)				
Alternate #1:							
1006A	1	LS	Stockpile Trickle Filter Stone Aggregate (CREDIT)	1,500	0	1,500	00
			ALTERNATE #1 (ITEM 1006A)			1,500	00

TOTAL BASE BID: Four Hundred Eighty Three Thousand Six Hundred Seventy Five Dollars & Seventy Five Cents / $483,675.75
AMOUNT IN WORDS — AMOUNT IN FIGURES

ALTERNATE #1: One Thousand Five Hundred Dollars / $1,500.00
AMOUNT IN WORDS — AMOUNT IN FIGURES

CONTINGENCY ALLOWANCE: $50,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

ALTERNATE #1: Bid Item 1006A shall provide credit in dollars for stockpiling trickle filter rock media on site at Owner directed location. Bid item 1006 shall include all costs associated with Contractor to removal and dispose of trickle filter rock media offsite.

BID ITEM DESCRIPTIONS: Refer to Division 1, Section 01100 of the General Specifications for Definition of Bid Items.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank 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, 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: 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.

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: Chris Brewer Contracting a Corporation
(Printed or Typed)

BY: C.S. _____
(Signature of Company Officer)

COMPANY OFFICER: Chris Brewer
(Printed or Typed)

TITLE President (Printed or Typed) DATE 9-14, 2022

Sworn to and subscribed before me this 14th day of September 2022

Randall Hurd Carter
Notary Public

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)

SALES TAX FORM C-3A SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

SUPPLIER DIVERSITY SUBCONTRACTING & MAJOR SUPPLIER PLAN FORM SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile

Date: 9-14-2022

Name of Project: ZIEBACH WASTE WATER TREATMENT PLANT- DEMOLITION
Project Number: 2022-2045-04

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
TOTAL BASE BID (WITH ALLOWANCES):	$ 7,500.00
BID ALTERNATE #1 (CREDIT):	$ 0

TOTAL BASE BID includes allowances but not alternates. (Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern).

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 Chris Brewer Contracting Inc.

Mailing Address P.O. Box 70211 Mobile, AL 36607

***By (Legal Signature)** C.B.

*Name (type or print) Chris Brewer

*Title President

Telephone Number 251-456-7270

(Seal)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting Inc.
Address	P.O. Box 70211 Mobile, AL 36607
Telephone	251-456-7270
E-Mail	chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	2022-2045-04
Project Description	Zieback Waste Water Treatment Plant - Demolition
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 17 Female 1 Minority 11 Non-minority 7 Vets _____ Total #of Employees 18

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Randall H. Carter

Signature: Randall H. Carter Date: 9-14-2022

Title: Project Mgr.

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: Chris Brewer Title: President

E-mail:_ Phone: chris@chrisbrewercontracting.com 251-456-7270

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # 2022-2045-04 Your Bid/Proposal Amount $ 476,175.75 Date: 9 / 14 / 2022

Description Ziebach Wast Water Treatment Plant - Demolition

Name of Bidder/Proposer: Chris Brewer Contracting Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
DOT Construction Services	251-610-9674	Transportation, Backfill Material	25,000.-	5%	yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting Inc.

Contact Person: Chris Brewer Phone 251-456-7270 Email chris@chrisbrewercontracting.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

Palomar
INSURANCE

October 25, 2022

City of Mobile
PO Box 1827
Mobile, AL 36622

Re: Chris Brewer Contracting, Inc. Performance and Payment Bond # GRAL56169; Ziebach Wastewater Treatment Plant Demolition Project No. 2022-1045-04; 4612 Park Road Mobile, AL 36605

To Whom It May Concern:

As the bonding agent and Attorney-in-Fact for Chris Brewer Contracting, Inc. and Granite Re, Inc. respectively, please take this letter as your authority to date the bonds and power of attorneys provided for the above referenced contract concurrent with the contract date.

Please provide me with a copy of the dated bond documents once they have been fully executed. Should you have any questions please feel free to contact me by email at francisw@palomarins.com or by telephone at 334-409-3134.

Sincerely,

Francis Ware

Francis Ware
Attorney-in-Fact
Bond Agent

4525 Executive Park Drive, Ste. 202
Montgomery, Alabama 36116

PO Box 11128
Montgomery, Alabama 36111

Toll Free 800.489.0105
Main 334.270.0105
Fax 334.271.0499
palomarins.com

AIA® Document A312™ – 2010

Performance Bond

BOND# GRAL56169

CONTRACTOR:
(Name, legal status and address)
Chris Brewer Contracting Inc.
PO Box 70211
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

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

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: _____

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)

Description:
(Name and location) Ziebach Waste Water Treatment Plant - Demolition Project
No 2022-1045-04
4612 Park Road Mobile, AL 36605

BOND
Date: _____
(Not earlier than Construction Contract Date)

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Chris Brewer Contracting, Inc.
Signature: _____
Name and Title: Chris Brewer, President

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.
Signature: _____
Name and Title: Francis Ware, Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Palomar Insurance Corporation
4525 Executive Park Drive Suite 202
Montgomery, AL 36116
800-489-0105

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2022.

Kyle P. McDonald, Assistant Secretary

GR0800-1

AIA® Document A312™ – 2010

Payment Bond

BOND# GRAL56169

CONTRACTOR:
(Name, legal status and address)

Chris Brewer Contracting Inc.
PO Box 70211
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)

Granite Re, Inc
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

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

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: _____

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)

Description:
(Name and location) Ziebach Waste Water Treatment Plant - Demolition Project
No 2022-1045-04
4612 Park Road Mobile, AL 36605

BOND
Date: _____
(Not earlier than Construction Contract Date)

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Chris Brewer Contracting, Inc.

Signature: _____
Name and Title: Chris Brewer, President

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: _____
Name and Title: Francis Ware, Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Palomar Insurance Corporation
4525 Executive Park Drive Suite 202
Montgomery, AL 36116
800-489-0105

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALRED #11003620 EXPIRES: 04/21/23 STATE OF OKLAHOMA NOTARY PUBLIC

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2022.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

Company ID Number: 498926 **Client Company ID Number:**

Approved by:

Employer Chris Brewer Contracting Inc.	President
Name (Please Type or Print) CHRIS BREWER	Title PRESIDENT
Signature C.B.	Date 10/31/22
E-Verify Employer Agent Randall H. Carter	Project Manager
Name (Please Type or Print) Randall H. Carter	Title
Signature Randall H. Carter	Date 10-31-2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

E-Verify

Company ID Number: 498926 **Client Company ID Number:**

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Chris Brewer Contracting Inc.
Company Facility Address	3025 Dial Street Mobile , AL 36612
Company Alternate Address	P.O. Box 70211 Mobile, AL 36607
County or Parish	Mobile
Employer Identification Number	20-2329945
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20
Number of Sites Verified for	1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CHRIS BREWER CONTRACTING INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P O BOX 70211

Requester's name and address (optional)

6 City, state, and ZIP code

MOBILE, AL 36607

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	2	3	2	9	9	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Randall H. Carter Date ▶ 10/21/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Property & Casualty Ins.	25127
INSURER B : AlaComp	
INSURER C : Midwest Employers Casualty Co.	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 820967260 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP2480562	2/15/2022	2/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		15491000 PCAL155000	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equip Cargo			SPP2885659	2/15/2022	2/15/2023	Limit $250,000 Limit $50,000	Ded $1,000 Ded $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: Zieback Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605. City of Mobile, its employees and agents, and all other indemnified parties are named as Additional Insureds on a primary and non-contributory basis to the General Liability, Automobile Liability, and Umbrella Liability as required by written contract. The General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation policies contain a Waiver of Subrogation in favor of City of Mobile, its employees and agents, and all other indemnified parties. Workers Comp Alternate Employer endorsement applies when required by written contract.
30 day written notice of cancellation applies where required by written contract.

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2022

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PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Property & Casualty Ins.	25127
INSURER B : AlaComp	
INSURER C : Midwest Employers Casualty Co.	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 1139579006 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 500						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	BAP2480562	2/15/2022	2/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			15491000	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		PCAL155000	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip Cargo			SPP2885659	2/15/2022	2/15/2023	Limit $250,000 Limit $50,000	Ded $1,000 Ded $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: Ziebach Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605. Moffatt & Nichol Inc, City of Mobile, its employees and agents, and all other indemnified parties are named as Additional Insureds on a primary and non-contributory basis to the General Liability, Automobile Liability, and Umbrella Liability as required by written contract. The General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation policies contain a Waiver of Subrogation in favor of City of Mobile, its employees and agents, and all other indemnified parties. Workers Comp Alternate Employer endorsement applies when required by written contract.
30 day written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

Moffatt & Nichol Inc
11 North Water St, Suite 20220
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2022

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PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Specialty Insurance Company	36927
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 573337201 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	BUILDERS RISK			IM2575960	11/3/2022	4/27/2023	Limit Deductible	$484,028 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ROJECT: Ziebach Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605.
ROJECT: Ziebach Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605.

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

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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Nick Amberger, PE
Engineering Department

Sponsored by:

Mayor Stimpson and Councilmember Penn

Purpose and Scope of Project:

To accept professional service contract with Ardurra Group, Inc.

Amount of Contract:

$70,000.00

Funding Source

Project # C0782 Stickney Drainage Study Upham St. To Mobile Infirmary Blvd. **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**4142

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Stickney Drainage Study Upham St. To Mobile Infirmary Blvd	Cover Memo	11/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/10/2022 - 1:49 PM
Capital	Hollins, Tiffany	Approved	11/10/2022 - 2:25 PM
Legal	Kern, Chris	Approved	11/10/2022 - 2:44 PM
Mayors	Montgomery, Brandi	Approved	11/10/2022 -

Office 2:45 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: STICKNEY DRAINAGE STUDY UPHAM ST. TO MOBILE INFIRMARY BLVD.

PROJECT: C0782 **DATE OF RECEIPT:** NOVEMBER 8, 2022

PROJECT DESCRIPTION: THIS IS FOR THE ASSESSMENT OF THE CAPACITY OF THIS SUBWATERSHED.

CONTRACT AMOUNT: $70,000.00

VENDOR NAME: ARDURRA GROUP, INC.

VENDOR NUMBER: 297434

DEPT #: 3005 **DEPT. NAME:** ENGINEERING

CONTRACT ADMINISTRATOR: NICK AMBERGER

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? NO ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

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

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

Prepared by: LISA ROBERTS **Date:** NOVEMBER 8, 2022

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Ardurra Group, Inc.

Project Name: Stickney Drainage Study Upham St. to Mobile Infirmary Blvd.

Estimated Cost: $70,000.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

STICKNEY DRAINAGE STUDY
UPHAM ST. TO MOBILE INFIRMARY BLVD.

PROJECT NO. 2023-3005-03

ENGINEER:

THE ARDURRA GROUP, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **THE ARDURRA GROUP, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **THE ARDURRA GROUP, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Preliminary Design & Investigation Phase as set out in Section III.

PROJECT – STICKNEY DRAINAGE STUDY, UPHAM ST TO MOBILE INFIRMARY BLVD., City of Mobile Project No. 2023-3005-03. This is for assessment of the capacity of this subwatershed. **The professional engineering preliminary design & investigation services may include drainage modeling, preparation of exhibits/maps/cost estimates and summary technical memorandum as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the Preliminary Design & Investigation Phase is divided into two Tasks.

A. PRELIMINARY DESIGN & INVESTIGATION

1. General Project Management – TASK 1

   a. The ENGINEER shall schedule and conduct Project Kickoff Meeting with the CITY ENGINEER and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue shall continue with the CITY ENGINEER until the end of the PROJECT.

2. Preliminary Engineering and General Requirements – TASK 2

   a. Obtain existing mapping, drainage system records, GIS information, easement/right of way records and other relevant PROJECT records/documents.

   b. Review historical information of frequent flooding areas and high water elevations within the associated watershed area.

   c. Review FEMA Flood Maps in the PROJECT area.

   d. Delineate the drainage area for each storm water drainage structure of this PROJECT.

   e. Complete screening level modeling in GIS to assess the capacity of all pipes and inlets within the watershed, based on criteria established by the CITY ENGINEER.

   f. Provide a list of assets and a map of the stormwater conveyance system that lacks capacity to meet the City's prescribed design flows for various return frequency events.

   g. Provide a list and map of assets where modeled capacity does not align with known flooding issues.

   h. Provide a list of assets that should be assessed for maintenance issues or GIS data attribute errors. "Condition Assessment Investigation List"

   i. Provide "Undersized Conveyance List" for the watershed.

   j. Submit a Summary Technical Memorandum report describing the outcome of the pilot project and recommendations for next steps.

   k. Provide cost estimate for extending the watershed study approach citywide.

   l. The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT

ENGINEER's signature shall be placed on the Title Sheet of the Summary Technical Memorandum.

3. Preliminary Design & Investigation GIS Data
   a. Upon a NOTICE TO PROCEED by the CITY, existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for PROJECT drainage modeling.
   b. For purposes of the PROJECT modeling, no field survey is being utilized. The City's GIS data is the basis for the drainage model.
   c. The ENGINEER shall inspect the site to determine the additional required information needed for preliminary design of the PROJECT.

4. Plans and Specifications
   a. All plans, maps, Technical Memorandums, and list of assets, prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

      1. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

   b. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

C. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Preliminary Design & Investigation Phase services in accordance with the schedule and appropriate portion of Section III.A1.,

TASK 1 of this CONTRACT. Payment for work performed in Section III.A.1. of this CONTRACT shall not exceed $4,537.50 (Four Thousand Five Hundred Thirty Seven Dollars and Fifty Cents).

b. ENGINEER shall perform Preliminary Design & Investigation Phase services, in accordance with the schedule and appropriate portion of Section III.A. TASK 2 of this Agreement seven months from the NOTICE TO PROCEED. Payment for work performed in Section III.A.2, shall not exceed $59,212.50 (Fifty-Nine Thousand Two Hundred Twelve Dollars and Fifty Cents).

c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $6,250 (Six Thousand Two Hundred Fifty Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $70,000 (Seventy Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires

ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - 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.

2. Additional Insured - 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.

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

THE ARDURRA GROUP, INC.

By: _____

Print: Jeffrey L Duplantis

Its: Client Service Manager

Address: 210 State Street

Mobile, AL 36603

Telephone: 251-479-0808

STATE OF ALABAMA
CITY OF MOBILE

I, Jamini B. Patel, a Notary Public in and for said State and County, hereby certify that Jeffrey L Duplantis, whose name as CSM of THE ARDURRA GROUP, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 18th day of October, 2022

Jamini B. Patel
NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires 8/27/2025

EXHIBIT A: PROJECT LOCATION

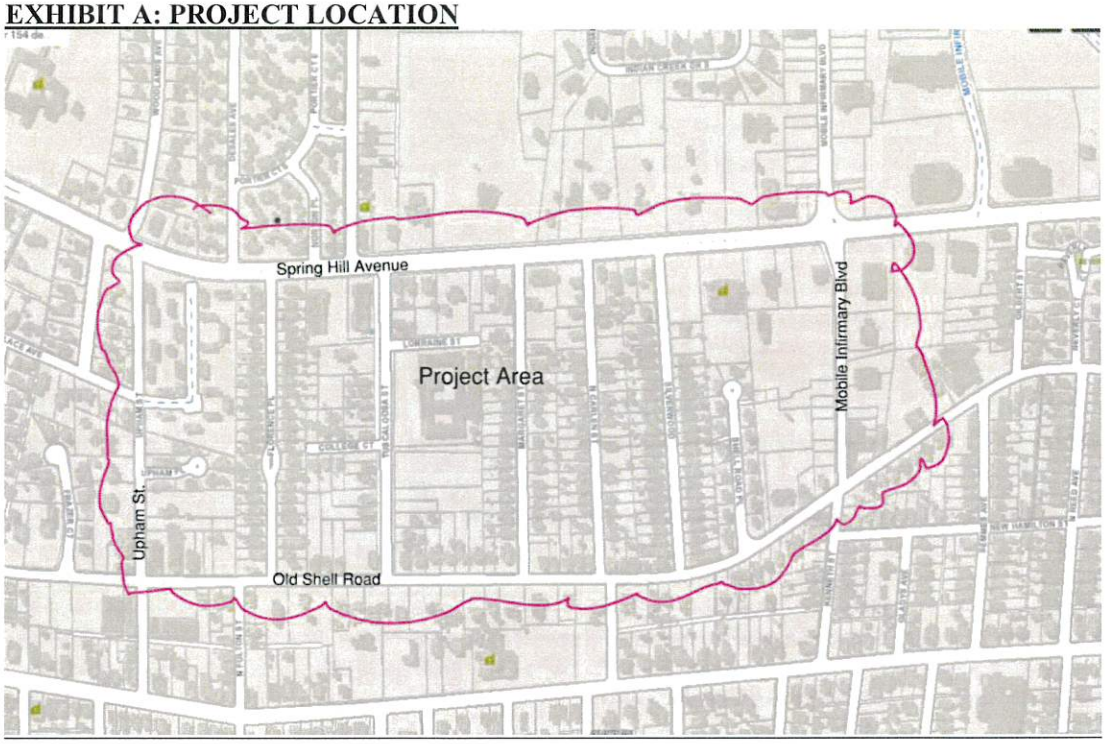

EXHIBIT B: PROJECT ESTIMATE

PROJECT – STICKNEY DRAINAGE STUDY, UPHAM ST. TO MOBILE INFIRMARY BLVD., City of Mobile Project No. **2023-3005-03.**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees design phase) to be paid the ENGINEER shall not exceed $70,000.00 **[Seventy Thousand Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Exhibit A—Fiscal Year 2022 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Constantine Engineering / Ardurra's Fiscal Year 2022 compensation and hourly per diem rate schedule of charges.

Compensation

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2022 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
QA/QC Manager	255.00	IT Specialist / Manager	175.00
Principal	250.00	Senior Designer	142.00
Senior Reviewer / Consultant	250.00	CADD Designer III	115.00
Project Director	245.00	CADD Designer II	102.00
Senior Project Manager	210.00	CADD Designer I	93.00
Client Service Manager	210.00	CADD Technician IV	90.00
Project Manager	198.00	CADD Technician III	82.00
Professional Engineer V	175.00	CADD Technician II	78.00
Professional Engineer IV	165.00	CADD Technician I	73.00
Professional Engineer III	155.00	Clerical/Administrative IV	90.00
Professional Engineer II	140.00	Clerical/Administrative III	79.00
Professional Engineer I	125.00	Clerical/Administrative II	70.00
Engineering Associate III	128.00	Clerical/Administrative I	60.00
Engineering Associate II	122.00	Senior Construction Manager	218.00
Engineering Associate I	109.00	Construction Manager	198.00
Senior Electrical Engineer	205.00	Construction Inspector III	120.00
Environmental Scientist	111.00	Construction Inspector II	110.00
Senior GIS/Database Programmer	115.00	Construction Inspector I	85.00
GIS Tech	74.00		

SUE SERVICES HOURLY RATES

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
SUE Supervisor	110.00	2- Man Line Verification Field Team	$197.00 (1)
Field / SUE Tech II	75.00	2-Man Manhole Inspection Crew	$170.00 (3)
Field / SUE Tech II	69.00	1-Man GPR/Locating Crew	$151.00 (4)
Field / SUE Tech I	62.00	1-Man GPS Crew	$127.00 (4)

(1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment, sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate ($)
Mileage	Cost
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Lodging & Travel	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services	Cost + 5%
Special Owner Requested Computer Software (1)	Cost + 5%

(1) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

********** END **********

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Preliminary Design & Investigation
Task 1.....$4,537.50
Task 2.....$59,212.50

Base Contract Amount **$ 63,750.00**

Additional Services (If requested in writing by the City Engineer).....$ 6,250.00

Total Contract Amount including Additional Services **$ 70,000.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS

ACORD

ARDURRA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2022

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company A(XV)	20508
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : National Fire & Marine Insurance Company	20079
INSURER E :	
INSURER F :	

INSURED
Ardurra Group, Inc.
4921 Memorial Highway
Suite 300
Tampa, FL 33634

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6075640222	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6075640236	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6075640270	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		6075640267	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			42-EPP-306878-04	1/1/2022	1/1/2023	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF MOBILE PROJECT #2023-3005-03

The City of Mobile, AL is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile, AL
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ARDURRA-01 KGODWIN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
excess over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernesto Aguilar (affiant) who, being duly sworn says as follows:

President/CEO of Ardurra Group, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President & CEO for Ardurra Group, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Ardurra Group, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 11815.

CEO of Ardurra Group, Inc.

Sworn to and subscribed before me this the 17th day of October, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

CRISTINA R HARPER
Notary Public - State of Florida
Commission # HH 293874
My Comm. Expires Aug 30, 2026
Bonded through National Notary Assn.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

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

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	The Ardurra Group, Inc.
Address	210 State Street Mobile, AL 36603
Telephone	251-479-0808
E-Mail	jduplantis@ardurra.com

RFP/RFQ Solicitation Number	
Project Description	Project No: 2023-3005-03: Stickney Drainage Study Upham St. to Mobile Infirmary Blvd.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 918 Female 371 Minority 377 Non-minority 912 SDVO _____ Total #of Employees 1289

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Duplantis

Signature: _____ Date: 10/21/22

Title: Principal in Charge

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: Jeff Duplantis Title: Principal in Charge

Email: jduplantis@ardurra.com Phone: 251-479-0808

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company The Ardurra Group, Inc Your Bid/Proposal Amount $ 63,750.00 Date:

9 / 15 / 2022 Description Project No: 2023-3005-03: Stickney Drainage Study Upham St. to Mobile Infirmary Blvd.

Name of Bidder/Proposer: Jeff Duplantis

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
Railroad Consultants, PLLC	844-724-5776	GIS Data Support	$3,380	5.3%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: The Ardurra Group, Inc

Contact Person: Jeff Duplantis Phone 251-479-0808 Email jduplantis@ardurra.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.

	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)

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. None.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Carleen Stout, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To provide design and construction observation of a new facility for the Mobile Police Department Mounted Unit

Amount of Contract:

$296,657.44

Funding Source

Project # Mobile Police Department Mounted Unit - New Facility PD-053-22	**Discretionary Funds**
Project String C0634 MOUNTING UNIT-NEW TRAINING CTR (20002000-42200)	**Contract Number:**4141
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PD-053-22 Mobile Police Department Mounted Unit - New Facility	Cover Memo	11/10/2022
PD-053-22 Financial Explanation email	Cover Memo	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	11/10/2022 - 11:22 AM
Capital	Rhodes, Brenda	Approved	11/10/2022 - 1:45 PM

Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:22 PM

RESOLUTION

2022

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, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWYN MILLS CAWOOD, INC.
Project Name:	MOBILE POLICE DEPARTMENT MOUNTED UNIT – NEW FACILITY (CONSULTANT AGREEMENT)
Project Number:	PD-053-22
Amount:	$296,657.44

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0634 – MOUNTING UNIT-NEW TRAINING CTR

CAPITAL PROJECT #: C0634 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-053-22

CONTRACT AMOUNT: $296,657.44

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTION OBSERVATION OF A NEW FACILITY FOR THE MOBILE POLICE DEPARTMENT MOUNTED UNIT FACILITY (6189 MOFFETT RD).

VENDOR NAME: GOODWYN MILLS CAWOOD, INC.

VENDOR NUMBER: 276184

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

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Interim 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 ___ NO _X_ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 10/27/2022

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

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

Police Department Mounted Unit Facility
6189 Moffett Road
Mobile, Alabama 36618
PD-053-22
For the design and construction observation of a new facility for the Mobile Police Department's Mounted Unit.

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.

Init.
/
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(1161115471)
User Notes:

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, Article 2 – Architect's Responsibilities, and in Exhibit A – Proposal for Architectural Services for: Mobile Police Department Mounted Unit Facility.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the Consultant's fee proposal dated September 23, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new Mounted Unit Facility will be approximately 10,000 Gross SF. The building will include staff offices, veterinarian storage and supply room, men and women locker rooms with showers, tack room, feed room, shaving room, hay storage, 10-12 horse stalls, and other ancillary support spaced. Outdoor spaces will include paddocks and hot walker.

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User Notes: (1161115471)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new Police Mounted Unit Facility is Three Million, Four Hundred Ninety-One Thousand One Hundred Sixty and 00/100 ($3,491,160.00)

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

.1 Design phase milestone dates, if any:

Schematic Design (30%), Design Development (60%), Construction Documents (90%), and Final Documents (100%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

Within Three Hundred Sixty-Five (365) days from Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Init. /

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N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite II
Mobile, Alabama 36609

.2 Geotechnical Engineer:

Geotechnical Engineering Testing, Inc.
904 Butler Drive
Mobile, Alabama 36693

.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Walker, AIA, Sr. Vice President
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: jim.walker@gmcnetwork.com
Phone: (251) 460-4006

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, Alabama 35203
Phone: (205) 323-6385

.2 Mechanical, Electrical, Plumbing, Telecom, Access Control, and Security Engineer:

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609
Phone: (251) 316-0015

.3 Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575
Phone: (251) 649-4011

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User Notes: (1161115471)

.4 Cost Estimating:

Costing Services Group, Inc.
1270 W. Peachtree Street NW, Suite 3
Atlanta, Georgia 30309
Phone: (404) 815-9555

(Paragraphs deleted)

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

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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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User Notes: (1161115471)

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

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 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. Professional Liability Insurance:

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

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

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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User Notes: (1161115471)

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

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 Procuring the reproduction of Bidding Documents.

.2 Using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 Organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 Participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally

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familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 Issue Certificates of Substantial Completion;

.3 Receive, review, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

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.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 52 (Weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama..

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§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's

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promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Mounted Unit Facility

A. Basic Services Stipulated Sum:	$293,257.44
B. Professional Renderings:	$ 2,800.00
C. Printing Reimbursable Expenses:	$ 600.00
D. Total Compensation: (not to exceed)	$296,657.44

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	five	percent (	5 %)
Construction Phase	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Architect's Certificate of Insurance with Endorsements
- c. Architect's E-Verify Documentation
- d. Architect's Alabama Secretary of State Entity
- e. Architect's Subcontracting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

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(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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User Notes: (1161115471)

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

City of Mobile

OWNER *(Signature)*

ARCHITECT *(Signature)*

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

Jim Walker, AIA, Sr. Vice President
(Printed name, title, and license number, if required)

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 Jim Walker as Sr. Vice President of Pickering Mills Cawood 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 .

Sworn to and subscribed for me this 21st day of Sept, 2022.

NOTARY PUBLIC
My Commission Expires: January 11, 2025

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User Notes: (1398369130)

Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

September 23, 2022

Via E-mail

David Cordingly
Capital Improvement Project Manager
Architecture and Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36602

RE: CITY OF MOBILE POLICE DEPARTMENT MOUNTED UNIT FACILITY

Dear David,

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide architectural and engineering design services for a new Police Department Mounted Unit Facility for the City of Mobile.

PROJECT SCOPE:
The new Mounted Unit Facility will be approximately 10,000 Gross SF. The building will include offices, veterinarian storage and supply room, men and women locker rooms with showers, tack room, feed room, shavings room, hay storage, 10-12 horse stalls, and other ancillary support spaces. Outdoor spaces will include a new paddocks and hot walker.

An open covered arena is not included in this phase of work.

GMC SCOPE OF WORK:

Architectural and Engineering – Basic Services
- Site/Civil Design
- Landscaping per COM ordinances, paddocks and fencing; no irrigation design is included
- Structural Engineering
- Architecture and interior design
- Detailed Cost Estimating
- Electrical Engineering including Fire Alarm
- Site Lighting per COM ordinances
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

GMC DETAILED SCOPE OF WORK – BASIC SERVICES:

Civil Engineering:
a. Civil Design Drawings and Specifications
b. Grading, drainage, and Erosion control
c. Parking Design
d. Zoning Analysis
e. Site Utilities
f. Storm Water Retention
d. Landscaping for parking lot and building. No irrigation design is included

Architectural Design:
a. Code Review and Compliance including ADA Guidelines

b. Predesign and Programming
c. Architectural Drawings including site plan, floor plans, building elevations, schedules, and details of building components and casework. Monument sign.
d. Architectural Specifications and shop drawing review
e. Submit set of Construction Drawings and Specifications to authorities having jurisdiction.
f. Obtain permits including any revisions.

Structural Engineering:
a. Foundation Design based on Geotechnical report and recommendations.
b. Structural Design Drawings and Details
c. Specifications and shop drawing review

Electrical Engineering:
a. Standard Power design/coordination with mechanical requirements
b. Lighting – Power and switching, including egress lighting, exit signs and fixture schedule
c. Fire Alarm System – Provided by performance specification
d. Site lighting design for parking area only, per COM ordinances
e. Security and Telecom – will provide conduit, and pull strings, backer boards for COM installation
f. Electrical specifications and shop drawing review

Mechanical Engineering:
a. HVAC interior components load calculations
b. Exhaust system design
c. Smoke Evacuation System Design
d. Specifications and Shop drawing review
f. Fly control system

Plumbing Design:
a. Sanitary waste and vent system
b. Domestic cold and hot water system
c. Fire Protection by performance specification
d. Specifications and Shop drawing review

Bidding and Construction Administration Services:
a. Provide Advertisement for Bidders.
b. Review and Response to Contractor RFI's
c. Conduct Pre-Bid Meeting – Provide Meeting Minutes
d. Conduct Bid Opening and Certification of Received Bids
e. Minimum of one site visit per week and as needed w/ Construction Observations Reports with backup photo documentation. Anticipated 52 visits by Architecture team, Structural will provide 5 visits at appropriate stages and construction, MEP consultant will provide 4 site visits. Additional site visits requested beyond the amount noted above will be considered additional services.
f. Closeout documents and year end inspections

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:
A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Mounted Unit Facility		
Heated and Cooled Area	2,500 SF	$1,000,000
Stalls, Shavings Room & Storage	8,036 SF	$2,491,160
Total 280'x150'	**10,536 SF**	**$3,491,160**

Cost of the Work	Basic Fee in Percent
2,500,001 – 3,000,000	8.6%
3,000,001 – 3,500,000	8.4%
3,500,001 – 4,000,000	8.4%

The below fee calculation is preliminary and subject to change depending on site work, final building size and final programming scope of work. Our preliminary fee for Basic Services based on the scope outlined above includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore be $3,491,160 x 8.4% = $293,257.44 The A/E Fee will be billed as follows:

Schematic Design 10%	$29,325.74
Design Development 15%	$43,988.61
Construction Documents 50%	$146,628.72
Bidding & Negotiation 5%	$14,662.87
Construction Administration 20%	$58,651.50
AE Basic Services Total	***$293,257.44***

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GMC would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal.

- Survey – Provided by City of Mobile
- Geotechnical Engineering – Provided by City of Mobile
- Environment Phase I and Phase II
- Roadway or driveways and utilities leading to the building
- FF&E (for offices & conf. room only) and interior signage
- Construction Material Testing and Special Inspections – Provided by City of Mobile
- Construction staking
- Building Envelope Consultant
- Telecommunications design
- Building commissioning
- Record drawings submission – GC will provide As-built drawings
- Full-time, on-site construction representation
- 3D computer generated color rendering(s)
- Security system design

HOURLY RATES

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	$240.00/ hour
Senior Architect, Engineer	$190.00/ hour
Architect, Engineer, Interior Design I/ Hydrogeologist/ Ecologist	$170.00/ hour
Architect, Engineer, Interior Design II/ Land Surveyor	$150.00/ hour
Architect, Engineer Intern I/ Geologist/ Biologist	$130.00/ hour
Architect, Engineer Intern II/ Resource Analyst	$110.00/ hour
CADD Technical I	$105.00/ hour
CADD Technical II/ Draftsman	$90.00/ hour
CADD Technical III	$80.00/ hour
Construction Administration/ ROW Acquisition	$115.00/ hour
Administrative	$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Professional renderings requested by the Owner. $2,800 per exterior view
- The reimbursable expenses of our consultants

Anticipated costs for Reimbursable Expenses:

Printing - (2) Sets of plans and specifications	$600
Advertisement – By City of Mobile	$0
Shipping - By City of Mobile	$0
Additional Site Visits per person	$800 per visit

DESIGN and CONSTRUCTION SCHEDULE:

We have reviewed the anticipated scope of services and work as outlined above, and propose the following design schedule upon receipt of a written Notice to Proceed or Signed Proposal.

Schematic Design	4 Weeks
Design Development	4 Weeks
Construction Documents	6 Weeks
Advertisement - Bidding and Negotiation	6 Weeks
Construction Administration	10 - 12 Months

SUMMARY:

David,

We are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

GMC LLC Sincerely,

Jim Walker, AIA
Vice President

Should the above proposal be acceptable please return a signed copy for our files.

Accepted:_____ Date:_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goodwyn Mills and Cawood, LLC
Address	11 N. Water Street, Suite 15250, Mobile AL 36602
Telephone	251-460-4006
E-Mail	jim.walker@gmcnetwork.com

RFP/RFQ Solicitation Number	PD-053-022
Project Description	POLICE DEPARTMENT MOUNTED UNIT FACILITY
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X Vets X Total #of Employees 450

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jim Walker

Signature: _____ Date: 9/21/2022

Title: Senior Vice President

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

Name: Jim Walker Title: Senior Vice President

E-mail:_ Phone: jim.walker@gmcnetwork.com - 251-460-4006

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 310,713.24 Date: 9 / 21 / 2022

Description Police Department Mounted Unit Facility

Name of Bidder/Proposer: Goodwyn Mills Cawood LLC.

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
Driven Engineering	251-649-4011	Site/Civil Engineering	$31,071	10%	Yes	
MBA Engineers Inc.	205-323-6385	Structural Engineering	$15,535.65	5%	Yes	
CSG	404-815-9555	Cost Estimating	$8,500	2.7%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goodwyn Mills Cawood LLC.

Contact Person: Jim Walker Phone 251-460-4006 Email jim.walker@gmcnetwork.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 ALDOT DBE 's
	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	**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 on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
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.

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

Please indicate if any of the following applied:

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

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
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	1988 1989 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 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	06/30/1997
Capital Amounts Changed From	$10,000 Authorized --- Paid In
Transaction Date	12/29/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	03/20/2000
Miscellaneous Filing Entry	AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date	12/30/2002
Legal Name Merged	Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date	12/30/2002
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date	10/31/2005
Registered Agent Changed From	MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date	09/05/2018
Agent Mailing Address Changed From	* Added
Transaction Date	09/05/2018
Registered Agent Changed From	CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

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

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

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

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Harmon Dennis Bradshaw, Inc.
334-273-7277
P.O. Box 241667
Montgomery, AL 36124

CONTACT NAME: Julie Faulkner
PHONE (A/C, No, Ext): 334-273-7277 FAX (A/C, No): 334-273-9197
E-MAIL ADDRESS: jfaulkner@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co.	25615
INSURER B : Travelers Property Casualty Co of Ameri	25674
INSURER C : AGCSIF/Midwest Employers Casualty Co.	23612
INSURER D : Midwest Employers Casualty Company	23612
INSURER E : Phoenix Insurance Company	25623
INSURER F : Continental Insurance Company	35289

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills Cawood, LLC.
PO Box 242128
Montgomery, AL 36124

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6600J635966COF22	03/03/2022	03/03/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	8100N4186272243G	03/03/2022	03/03/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB | X OCCUR EXCESS LIAB | CLAIMS-MADE			CUP7K3140622243	03/03/2022	03/03/2023	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
F	DED X RETENTION $10,000			6050024662EXCESS	03/03/2022	03/03/2023		$6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CA1452022 AL Only	01/01/2022	01/01/2023	X PER STATUTE | OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A			PGSC180024	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC009234	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000

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

WC Alabama Policy - Waiver of Subrogation is included in favor of certificate holder when required by written contract.

Alabama Work Comp-Regarding effective and expiration, both days are at 12:01 Standard Time at the insured's

(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CMC

DESCRIPTIONS (Continued from Page 1)

address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (DBA: Comp Trust AGC) is rated by A.M. Best and their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Work Comp Out of State policy applies to the following States: GA, SC, TN, TX, FL, MS, LA
Blanket WOS is included for WC Out of State Policy.

RE: PD-053-22; Police Department Mounted Unit Facility, 6449 Moffett Road, Mobile, Alabama 36618

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jackie Murk
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Goodwyn Mills & Cawood, LLC
Goodwyn, Mills & Cawood, Inc.
P.O. Box 242128
Montgomery AL 36124

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$2,000,000
							Aggregate	$4,000,000

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

RE: PD-053-22; Police Department Mounted Unit Facility, 6449 Moffett Road, Mobile, Alabama 36618.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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State of Alabama
Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM
Goodwyn Mills Cawood, LLC

ADDRESS
2660 EastChase Lane, Suite 200

CITY, STATE, ZIP
Montgomery, Alabama 36117

TELEPHONE NUMBER
(334) 271-3200

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
City of Mobile

ADDRESS
Post Office Box 1827

CITY, STATE, ZIP
Mobile, AL 36633-1827

TELEPHONE NUMBER
(251) 208-7454

This form is provided with:

☑ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☑ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
See Attached		

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☑ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
Gregory P. Jones (Chuck)	4008 Johnston Dr.,Montgomery, AL 36109	Jennifer J. Jones	Dept. of Finance

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Jennifer J. Jones is the spouse of Gregory P. Jones, a shareholder in GMC. Mrs. Jones is an employee of the Division of Construction Management, Department of Finance, in the accounting department.

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Angela Miller — Signature — 9/19/22 — Date

Rebecca Welch Harris — Notary's Signature — 9/19/22 — Date — 3/8/25 — Date Notary Expires

REBECCA WELCH HARRIS NOTARY PUBLIC ALABAMA STATE AT LARGE

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.

STATE OF ALABAMA DISCLOSURE STATEMENT

State Agency/Department	Type of Goods/Services	Amount Received (Fiscal 2020)
Alabama Indus. Training Dev. (AIDT)	Architecture/Engineering	$172,175.00
Alabama Bldg Renov. Finance Authority	Architecture/Engineering	$129,622.00
Alabama Dept. of Conservation	Architecture/Engineering	$218,733.00
Alabama Dept. of Corrections	Architecture/Engineering	$660,306.00
Alabama of Human Resources (DHR)	Architecture/Engineering	$462,192.00
Alabama Department of Transportation	Architecture/Engineering	$221,083.00
Alabama Forestry Commission	Architecture/Engineering	$2,000.00
Alabama Historical Commission	Architecture/Engineering	$32,178.00
ALDOT Bureau of Materials & Tests	Architecture/Engineering	$96,762.00
Athens State University	Architecture/Engineering	$73,000.00
Auburn University	Architecture/Engineering	$2,897,155.00
Auburn University Montgomery	Architecture/Engineering	$90,503.00
Bishop State Community College	Architecture/Engineering	$263,973.00
Calhoun Community College	Architecture/Engineering	$58,615.00
Enterprise State Community College	Architecture/Engineering	$278,370.00
Gadsden State Community College	Architecture/Engineering	$45,942.00
Lurleen B. Wallace Community College	Architecture/Engineering	$30,868.00
Reid State Technical College	Architecture/Engineering	$10,240.00
Retirement Systems of Alabama	Architecture/Engineering	$842,212.00
Troy University	Architecture/Engineering	$30,510.00
University Charter School	Architecture/Engineering	$298,050.00
University of Alabama-Birmingham	Architecture/Engineering	$2,572,592.00
University of North Alabama	Architecture/Engineering	$2,812.00
University of South Alabama	Architecture/Engineering	$1,485,507.00
University of West Alabama	Architecture/Engineering	$79,139.00
Wallace Community College	Architectural/Engineering	$137,130.00
Various Boards of Education		
Alabaster City	Architecture/Engineering	$7,925.00
Andalusia City	Architecture/Engineering	$2,130.00
Barbour County	Architecture/Engineering	$1,153.00
Cullman City	Architecture/Engineering	$440,267.00
DeKalb County	Architecture/Engineering	$36,575.00
Elmore County	Architecture/Engineering	$1,074,778.00
Enterprise City	Architecture/Engineering	$5,453.00
Fort Payne City	Architecture/Engineering	$141,377.00
Gulf Shores City	Architecture/Engineering	$30,445.00
Henry County	Architecture/Engineering	$174,278.00
Homewood City	Architecture/Engineering	$260,363.00
Hoover City	Architecture/Engineering	$15,567.00
Jefferson County	Architecture/Engineering	$150,550.00
Lee County	Architecture/Engineering	$1,153.00
Madison City	Architecture/Engineering	$25,550.00
Madison County	Architecture/Engineering	$25,609.00
Mobile County	Architecture/Engineering	$46,153.00
Morgan County	Architecture/Engineering	$284,965.00
Mountain Brook City	Architecture/Engineering	$376,648.00
Tallapoosa County	Architecture/Engineering	$6,127.00

This information has been compiled and is being provided to the best of our knowledge and ability. We have no way of knowing the amount of local funds paid by each school board on PSCA projects.

Cassil, Katie

From: Cordingly, David
Sent: Wednesday, November 9, 2022 10:20 AM
To: Cassil, Katie
Subject: FW: Consolidation of Capital Accounts
Attachments: Resolution- Mounted Unit Alabama Muni Trust.pdf

Katie,

The below email thread indicates the MPD granting me authority over the project and Relya's response regarding the resolution she wrote.

I have already informed Brenda Rhodes that the work flow needs to be changed to the AE department and she has acknowledged that this has been done.

Let me know if you need anything else.

Thank you,

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Mallory, Relya <mallory@cityofmobile.org>
Sent: Thursday, November 3, 2022 5:17 PM
To: Cordingly, David <david.cordingly@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Cc: Greeley, Rodney <rodney.greeley@cityofmobile.org>; Reed, Jr, William <william.reed@cityofmobile.org>
Subject: RE: Consolidation of Capital Accounts

Attached, please find the Resolution to be added to 11/15 agenda. Also, below, Major Reed approved changing the workflow from Police to AE. David, please email Brenda Rhodes the Department number you want to use for the new AE workflow.

Brenda, please respond "Done" when you have completed the workflow change.

Thank you all,

Relya

From: Reed, Jr, William <william.reed@cityofmobile.org>
Sent: Thursday, November 3, 2022 3:44 PM
To: Mallory, Relya <mallory@cityofmobile.org>; Greeley, Rodney <rodney.greeley@cityofmobile.org>
Cc: Cordingly, David <david.cordingly@cityofmobile.org>
Subject: Consolidation of Capital Accounts

Ms. Relya,

Please have capital accounts C0626 (Pole Barn) $67,500.00 and C0634 (Mounted Training Facility) $315,954.49 consolidated. The pole barn and mounted training facility serve the same purpose to house horses for the mounted unit. Please let me know if there is any additional explanation needed. Also Mr. Cordingly with AE will need to be the approver for this account once consolidated.

Major William H. Reed
Administrative Support Services
Mobile Police Department
251-208-1265

" Those who would lead others must first lead themselves out of the darkness of their own pretentious narcissistic shadow."

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $67,500.00 be transferred from Capital Project #C0626 Pole Barn-Mounted Unit in the Alabama Municipal Trust Fund (Fund 2010) to Capital Project #C0634 Mounted Unit-New Training Facility.

These funds are being consolidated in an effort to prioritize construction of the Mounted Unit-Training Facility and better manage the costs.

Adopted: _____

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize Mobile Airport Authority to amend its Charter.

Amount of Contract:
n/a

Effective Date of Contract:
11/22/2022

Funding Source

Project # Resolution Approving Amendment of Charter Documents and Bylaws of Mobile Airport Authority

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution Approving Amendment of Charter Documents and Bylaws of Mobile Airport Authority	Resolution Letter	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/10/2022 - 11:10 AM

Legal	Kern, Chris	Approved	11/10/2022 - 11:32 AM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:23 PM

2022

RESOLUTION APPROVING AMENDMENT
OF CHARTER DOCUMENTS AND BYLAWS OF
MOBILE AIRPORT AUTHORITY

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the Board of Directors of the Mobile Airport Authority by Resolution dated September 28, 2022, has amended its Certificate of Incorporation to change its number of maximum board members from five to seven; and

WHEREAS, by the same Resolution dated September 28, 2022, the Board of Directors of the Mobile Airport Authority amended Article IV, Section 4.2 of its Bylaws, to authorize a maximum of seven board members, to be nominated by the Mayor and confirmed by the City Council as provided in Code of Alabama (1975) Section 11-44(c) 37 (3); and

WHEREAS, the City Council has the power to approve the Certificate of Incorporation of the Mobile Airport Authority as provided in Code of Alabama (1975) Section 4-3-2;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that the amendment of the Certificate of Incorporation of the Mobile Airport Authority is appropriate and necessary and the same is APPROVED and AUTHORIZED.

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 10:07 AM

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 west side of Todd Acres Drive, 2/5± mile
north of Hamilton Boulevard, extending
to the east side of the C.S.X. Railroad

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 15, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at west side of Todd Acres Drive, 2/5± mile north of Hamilton Boulevard, extending to the east side of the C.S.X. Railroad from R-A, Residential-Agricultural District to I-1, Light Industry District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential-Agricultural District to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". 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 20th day of December, 2022, 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 Zoning Ordinance was published in full on the 18th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District to I-1, Light Industry District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above

described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 7, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **James E. Taylor Property** for a change in zoning from **R-A, Residential-Agricultural District to I-1, Light Industry District** for the property located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District to I-1, Light Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, 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 Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE **2022**

AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of

the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

adopted:

_____

Lisa Lambert, City Clerk

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 24, 2022

Jason Linder
Linder Surveying
4330 County Road 3
Millry, Alabama 36558

Re: **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022 (Rezoning)
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

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

At its meeting on October 20, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **The changing conditions in a particular area make a change in the Ordinance necessary and desirable.**

The rezoning should be subject to the following conditions:

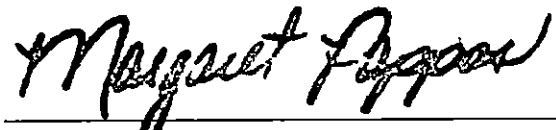
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $317.10. 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: 

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** 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
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, 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.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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 or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
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Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com

August 24, 2022

City of Mobile
Planning and Zoning

RE: Rezoning Application of Parcel Numbers R023308344000012.000 and R023308344000014.000

The purpose of this application is to rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.

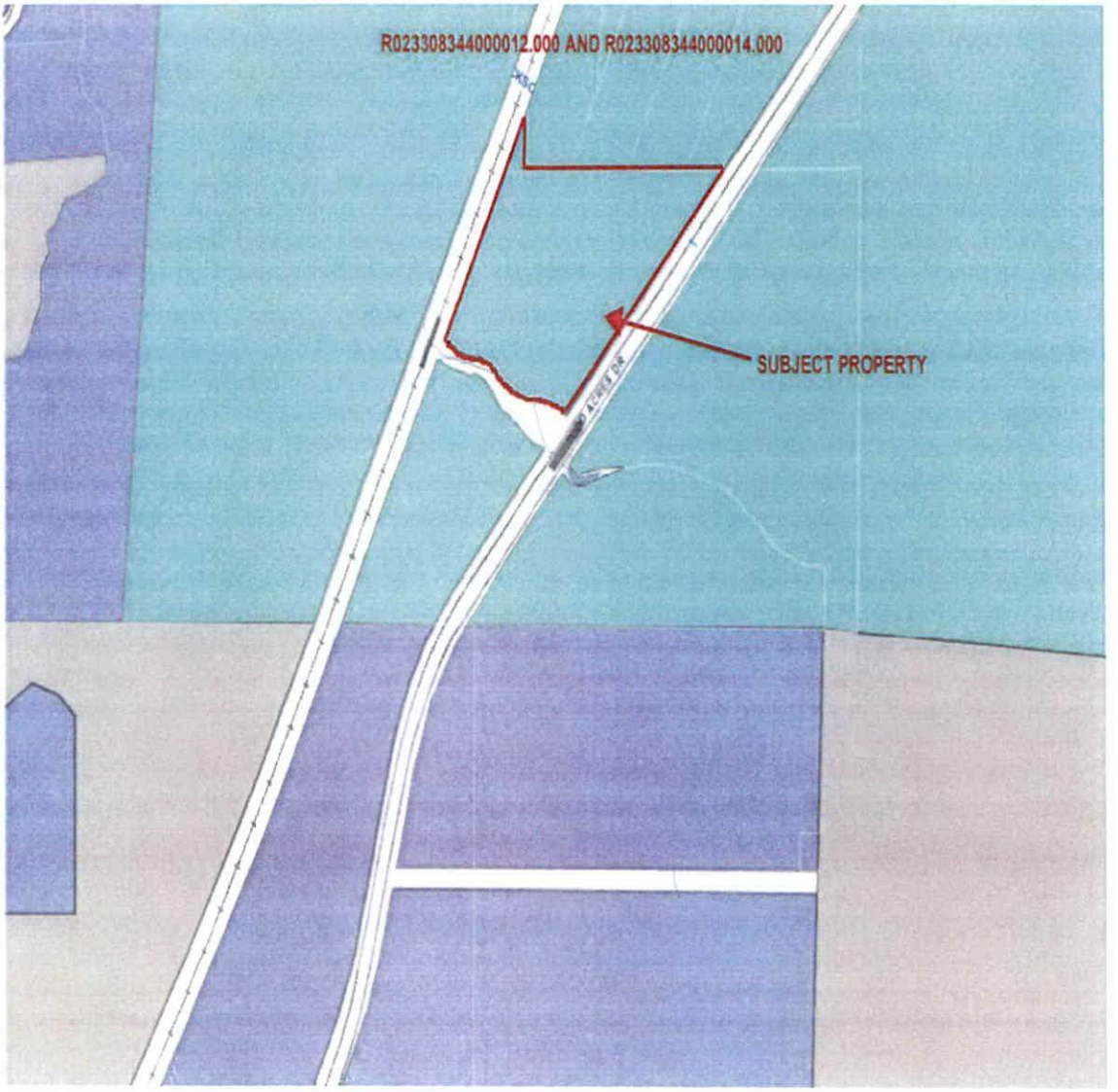
The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com



dotloop signature verification: [illegible]

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, James E. Taylor _____, 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 R3308344000012 and R3308344000014.

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.

Andrew Wiese
Designee (1)

andrewwiese@yahoo.com
Email

251-406-0754
Phone Number

James E. Taylor dotloop verified 07/25/22 4:06 PM CDT 9FDU-MNIX-QFTQ-SPYD
Signature of Property Owner

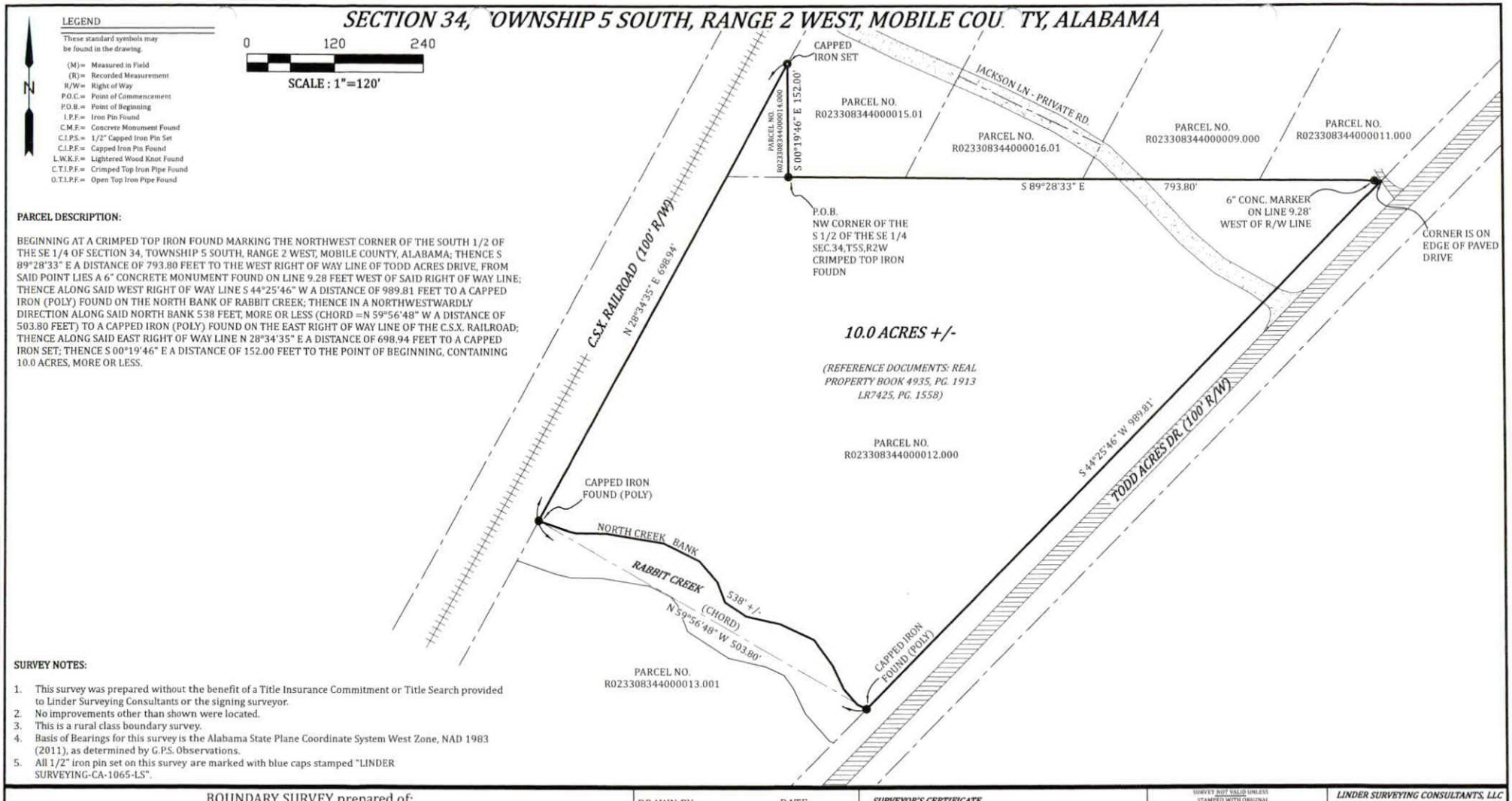
Jason Linder
Designee (2)

jason@lindersurveying.com
Email

251-295-2900
Phone Number

7-25-22
Date

SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA



PARCEL DESCRIPTION:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

SURVEY NOTES:

1. This survey was prepared without the benefit of a Title Insurance Commitment or Title Search provided to Linder Surveying Consultants or the signing surveyor.
2. No improvements other than shown were located.
3. This is a rural class boundary survey.
4. Basis of Bearings for this survey is the Alabama State Plane Coordinate System West Zone, NAD 1983 (2011), as determined by G.P.S. Observations.
5. All 1/2" iron pin set on this survey are marked with blue caps stamped "LINDER SURVEYING-CA-1065-LS".

BOUNDARY SURVEY prepared of:
MOBILE COUNTY PARCEL NOs R023308344000012.000 and R023308344000014.000

NO.	DATE	REVISIONS	BY	CK.	APPR.
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-

DRAWN BY JML	DATE 07/19/2022
CHECKED BY KMT	DATE 07/19/2022
APPROVED BY JML	DATE 07/19/2022
SCALE 1"=120'	

SURVEYOR'S CERTIFICATE

I, Jason M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jason M. Linder, Alabama Registration No. 34762

SURVEY NOT VALID UNLESS STAMPED WITH ORIGINAL STAMP or SEAL

ALABAMA LICENSED NO. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

LINDER SURVEYING CONSULTANTS, LLC
960 Schillinger Road S, Suite I, Mobile, AL 36695
370 First St. Silas, AL
O: 251-542-9334 C: 251-295-2900

LINDER SURVEYING CONSULTANTS

Certificate of Authorization CA-1065-LS

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: October 20, 2022

NAME	James E. Taylor Property
SUBDIVISION NAME	James E. Taylor – Todd Acres Subdivision
LOCATION	West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	1 Lot / 10.0± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

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 legible street names to the vicinity map.

C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line.
D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25.
G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD).
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT – NONE.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a

Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.

The site has been given a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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.

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedications necessary. Jackson Lane, an existing, unpaved, private road goes through a portion of the property, and connects to otherwise land-locked parcels. No right-of-way width is provided for Jackson Lane, nor is it depicted as an ingress/egress easement. If approved, an ingress/egress easement should be depicted to accommodate Jackson Lane.

The plat does not indicate a minimum building setback line along Todd Acres Drive. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Todd Acres Drive. The lot size is labeled on the preliminary plat in acres only, and should be provided in square feet and acres on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *The purpose of this application is to rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.*

The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

The applicant states that the proposed use for the site is to accommodate a tree service business, but did not submit a proposed site plan. An office for a tree service would be allowed in a B-1, Buffer Business District, however in order to store vehicles, equipment, materials and supplies a minimum of I-1, Light Industry zoning district is required, as requested by the applicant. It should be noted that if a storage yard is proposed to be located on the site, it must be enclosed with an eight-foot tall solid wall or fence.

The property is bounded by R-A, Residential-Agricultural District property on all sides. As such, if approved, any development will be required to maintain a compliant residential buffer on all sides.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, application #8 is in the immediate area and consists of a rezoning request to I-2, Heavy Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the existing Todd Acres Drive right-of-way;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Todd Acres Drive;
3) provision of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;

4) compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): 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 legible street names to the vicinity map. C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line. D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information. E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25. G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD). H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT – NONE. I. 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.)*;
5) placement of a note on the Final Plat stating the 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, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
6) compliance with the 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.)*;
7) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
8) completion of the Rezoning process prior signing the Final Plat.

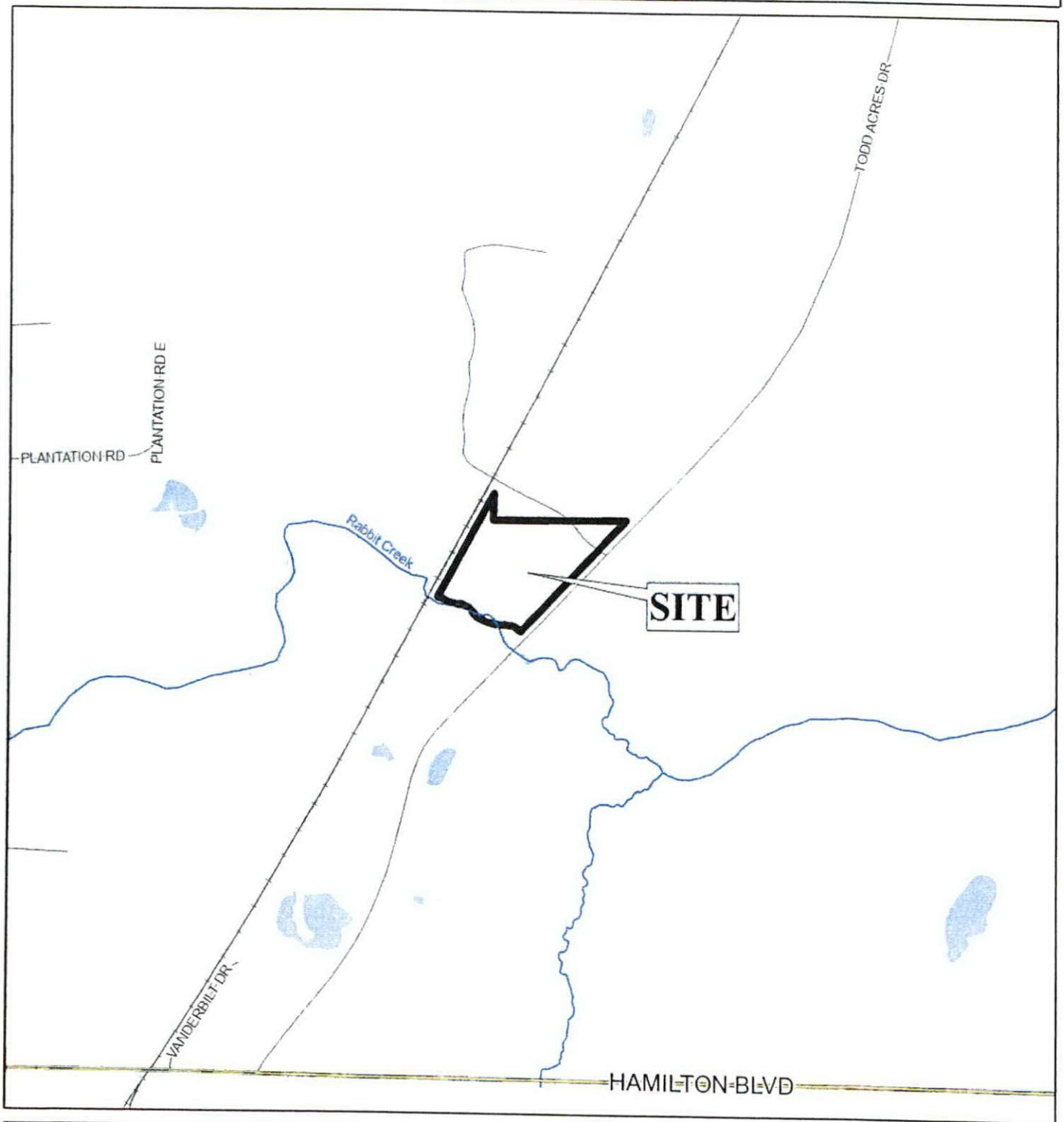
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

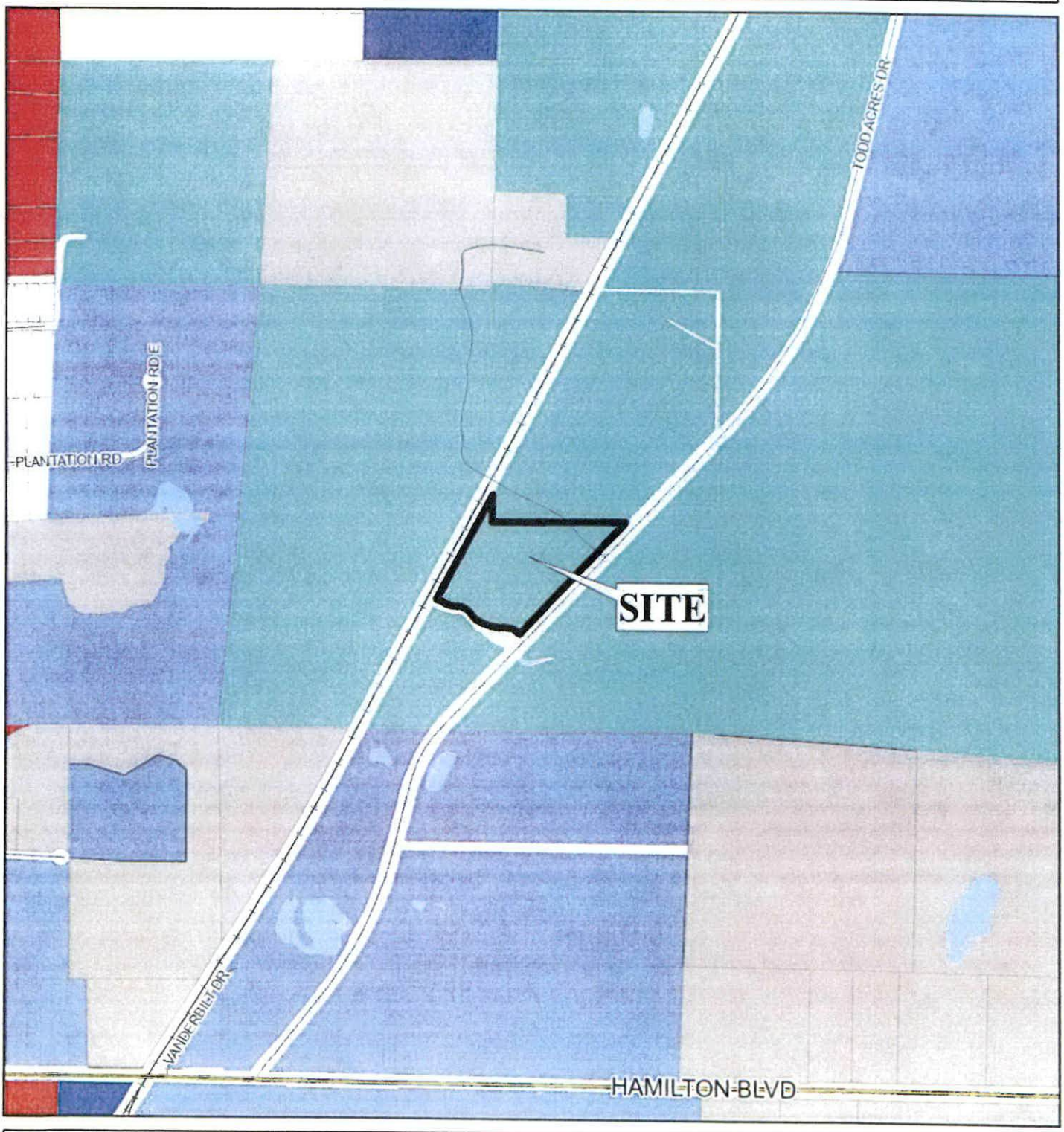
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 20, 2022

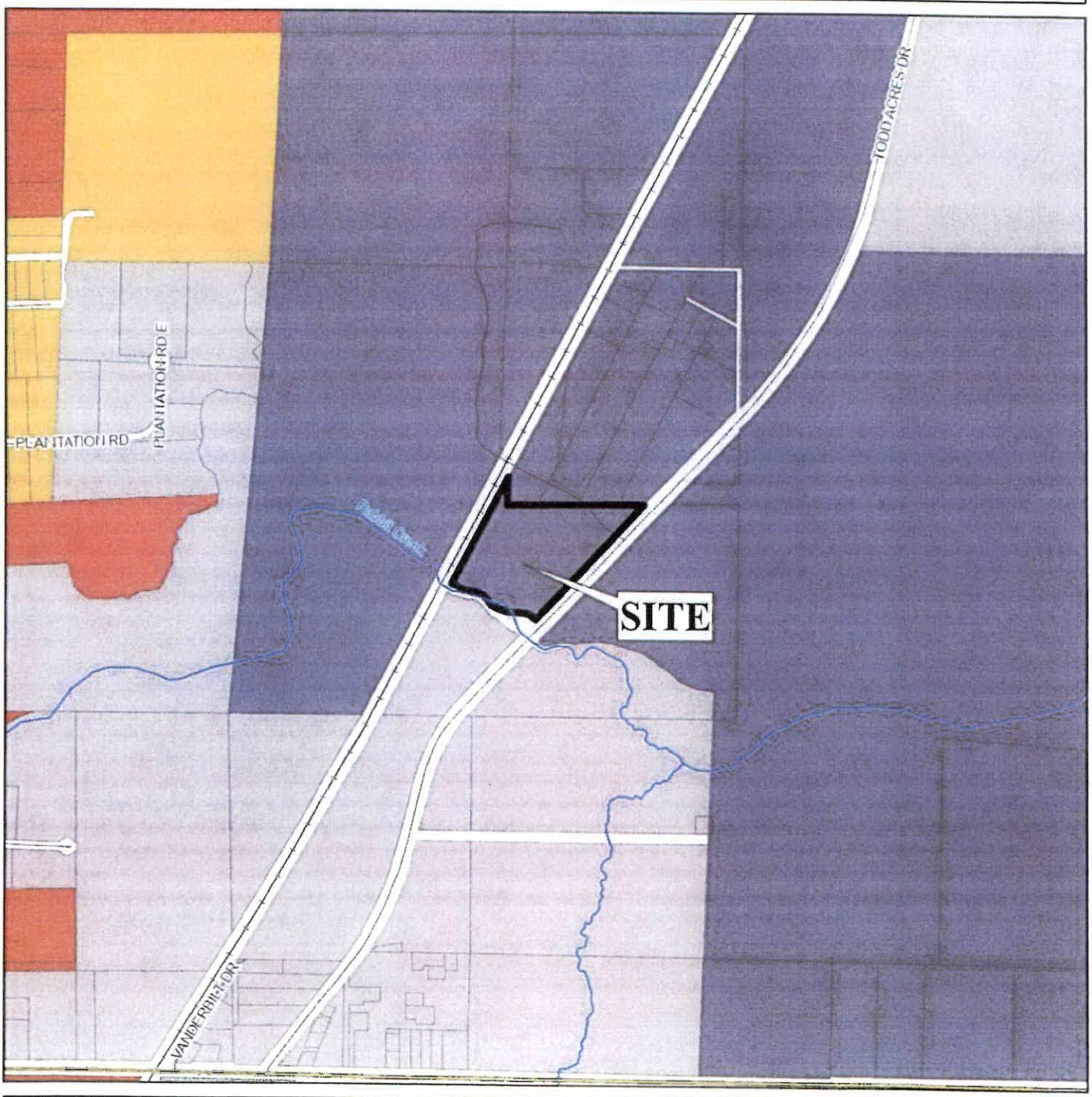
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

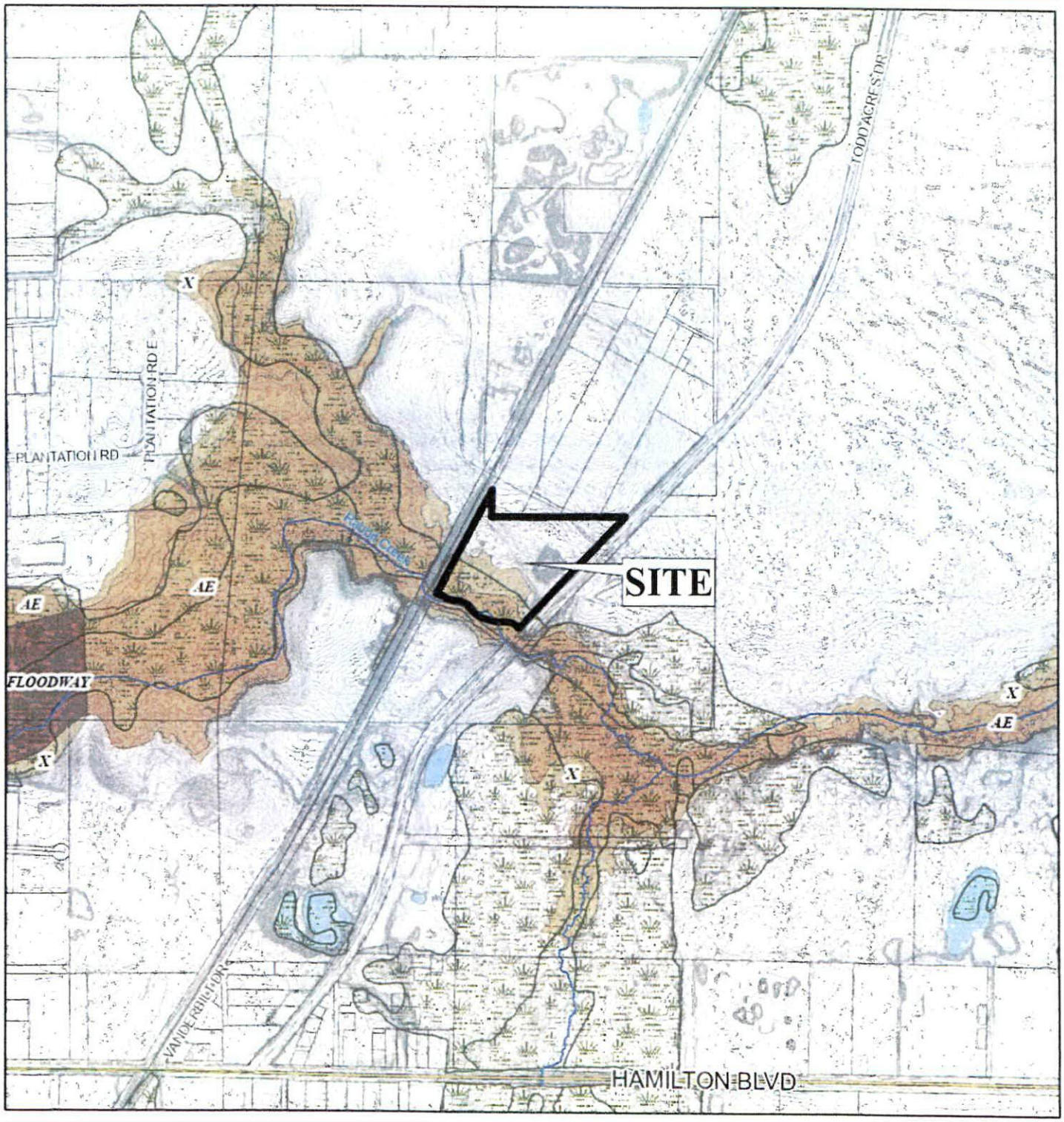
REQUEST Subdivision, Rezoning from R-A to I-1

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

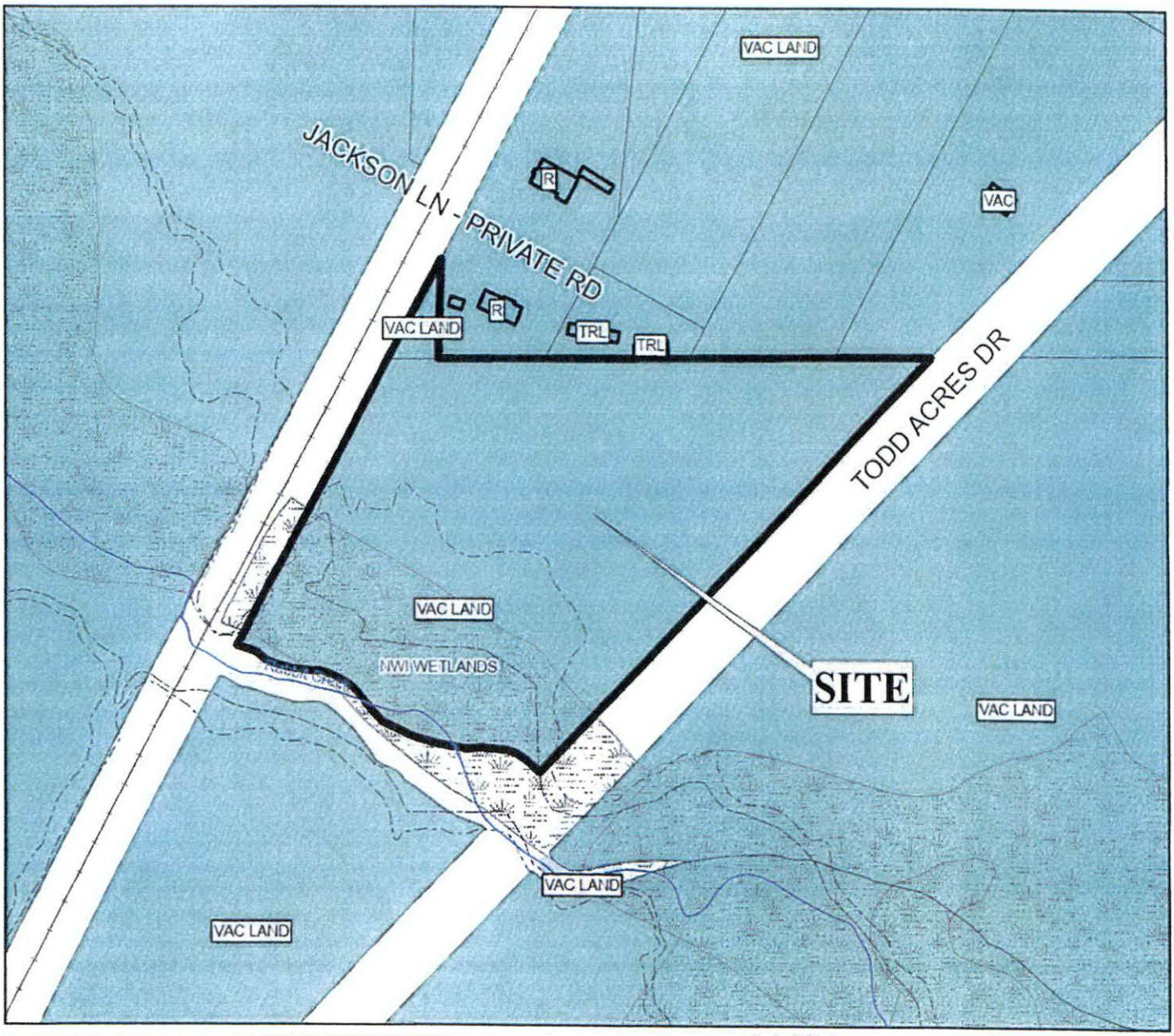
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

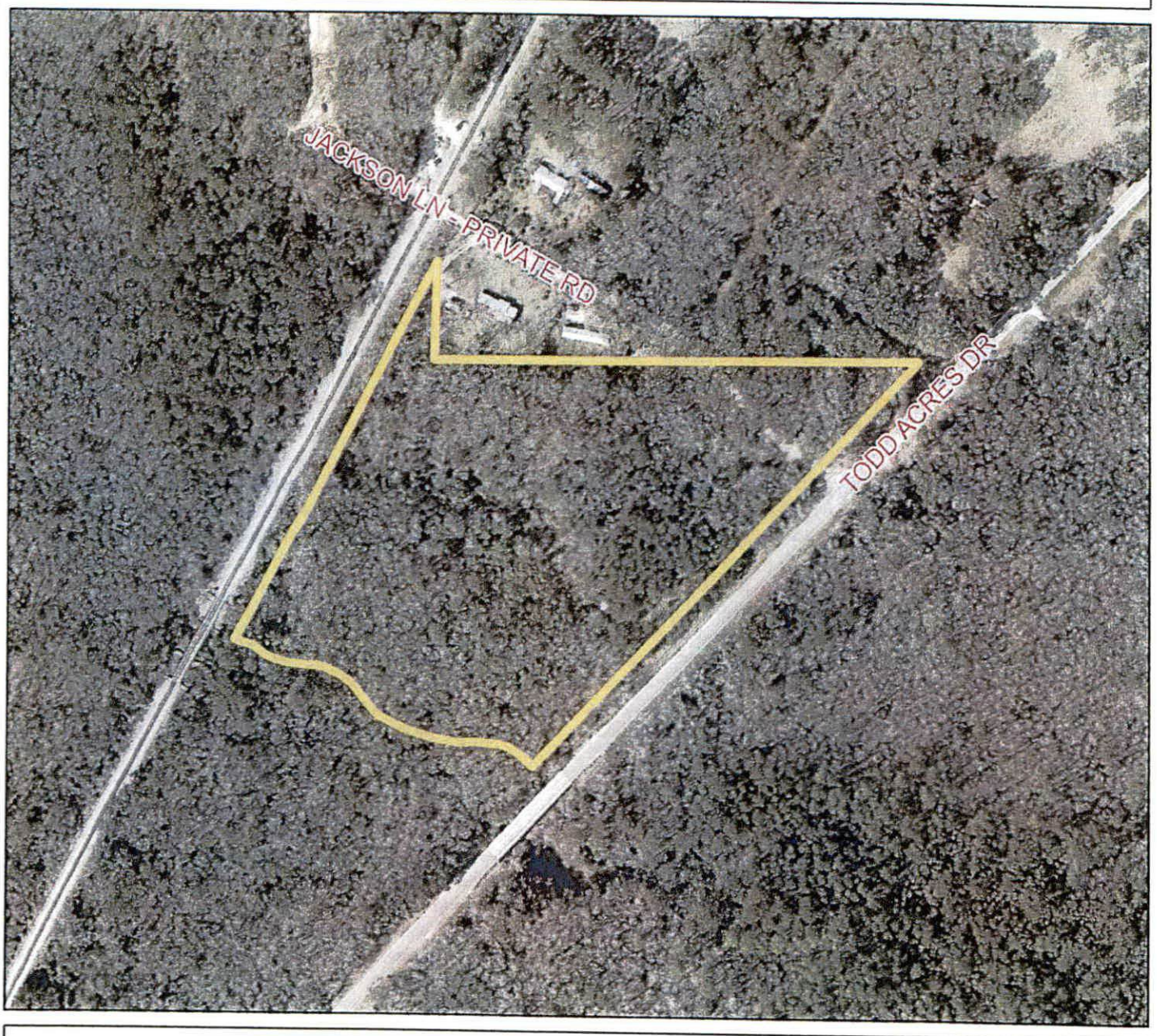
REQUEST Subdivision, Rezoning from R-A to I-1

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

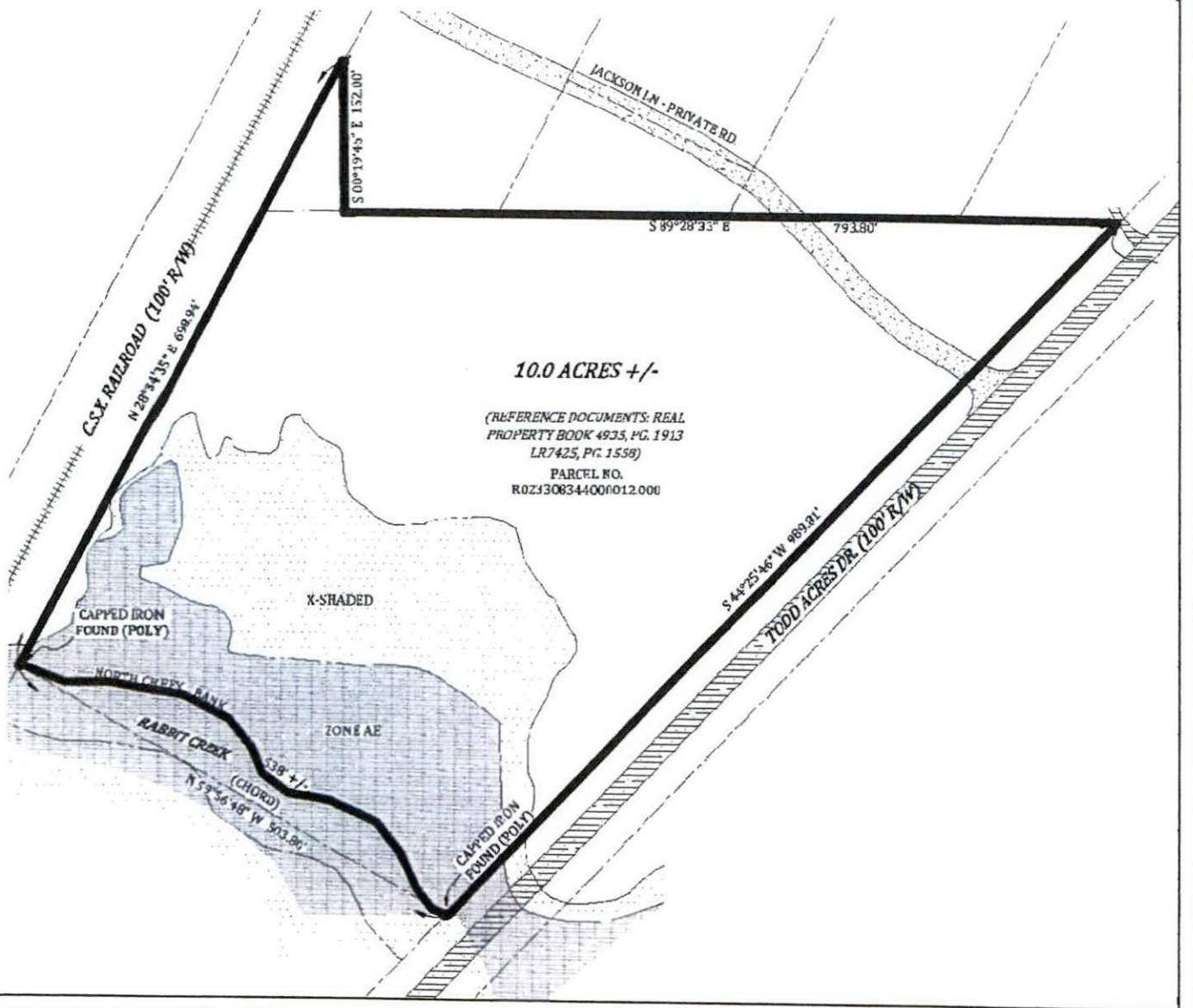
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

SITE PLAN



The site plan illustrates the proposed lot, flood zones, and area to be rezoned.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/15/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/10/2022 - 1:18 PM

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

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, John Seeba individually or on behalf of Mobile Pedal Tours, 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.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Mobile Pedal Tours, LLC

Business Address: Po Box 118 Mobile AL 36601

Telephone: 251-463-4883 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 2-12-74 SSN: _____

Residence Address: _____

Address City State Zip code

Telephone Number: 251-463-4883 Driver's License # _____

Residing in Mobile County: Years: 48 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 ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: 755 Monroe St.

What will be your days and hours of operation? Mon - Fri 6:30 - 8:30

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Sadla	Year: 2022	Model: 22-0196-5
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Mobile Pedal Tours, LLC

By: John Seeds
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2nd **DAY OF** November, 2022

VANESSA D WATSON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 12-21-2022

Notary Public

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: John Serda

Nickname(s) or Maiden Name: _____

Current Address: 3770 Rabbit Creek Ct. Theodore, AL 36582

Previous Address: 10455 Kerrs Rd Theodore AL 36582

Personal Description:

Height: 6' 3"

Weight: 185

Hair Color: Brown

Eye Color: Hazel

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

11-1-22

Date signed

(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: John Sarda

Date of Birth: 2-12-74 Security #

Present Address 3220 Rabbit Creek Ct. Theodore AL 36582

Home Phone Number: 251-463-4883 Work Phone Number: Same

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Mobile Aboscites

Present Position/Title: VP of Sales

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

11-1-22
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	SERDA, JOHN CHRISTOPHER		
Address:		**Nick Name:**	
Phone:	251-463-4883		
Race:	WHITE	**DOB:**	2/12/1974
Sex:	M	**Age:**	48
Weight:	175	**Eyes:**	HAZEL
Height:	6'03"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
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: C. Knight
DATE: NOV. 01 2022

11/01/2022 12:25