AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 21, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Pastor Tony Legear, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   April 7 & 14, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Rich Heidal for a waiver of the Noise Ordinance on S. Monterey Street, between Dauphin St. and McGill Ave., on May 9, 2026, from 6:00 p.m. - 9:59 p.m. (District 2).

Request of Devon Ward for a waiver of the Noise Ordinance at Cathedral Square on May 15, 2026, from 12:00 p.m. - 9:30 p.m. (District 2).

Request of Matthew LeMond for a waiver of the Noise Ordinance at 518 Dauphin Street on May 16, 2026,from 7:00 p.m. - 12:00 a.m. (District 2).

Request of Kenneth Robinson for a waiver of the Noise Ordinance at 564 Dr. Martin Luther King, Jr. Avenue on May 16, 2026, from 9:00 a.m. - 1:00 p.m. (District 2).

Request of Angela Jones for a waiver of the Noise Ordinance at 645 Shelby Street on June 6, 2026, from 7:30 a.m. - 11:30 a.m. (District 2).

Request of Reece Pagel for a waiver of the Noise Ordinance at 1673 Government Street on June 6, 2026, from 6:00 p.m. - 9:30 p.m. (District 2).

Request of Whatley Thompson for a waiver of the Noise Ordinance at 3680 Dauphin Street on May 1, 2, & 4, 2026, from 1:00 a.m. - 6:00 a.m. (District 5).

10. <u>PUBLIC HEARINGS</u>

Public hearing to consider the proposed modification of a previously approved Planning Approval for property located at 4800 Moffett Road (District 1).

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 4800 Moffett Road (District 1).

Public hearing to declare the structure at 613 Ruth Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 970 State Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1163 Texas Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1167 Texas Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1213 Texas Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1215 Texas Street a public nuisance and

order it demolished (District 2).

Public hearing to declare the structure at 2513 Karagan Drive a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Tyra Jackson - introduce a week-long summer dance program for males and females, ages 14-25.

John Robb - Airport Blvd. median replanting phase 2, renaming of Airport Blvd.

Estella Trotter - City's failure to provide oversight and hold the Mobile Housing Authority/Board accountable for violating tenants "Due Process Rights."

Reggie Hill - Rules, economic development, and public safety.

12. ORDINANCES HELD OVER

06-018 Ordinance to amend Chapter 6, "Ambulances and Other Medical Transportation", of the Mobile City Code (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

13. CIP RESOLUTIONS HELD OVER

09-407 Transfer funds from Capital Project Cruise Terminal Replace Roof/Parapet to Capital Project Cruise Terminal Disembark Ramp for design, engineering, construction, installation, and related work to provide a disembarkation ramp; $50,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

09-408 Transfer funds from Capital Project Cruise Roll Up Doors/Gangway to Capital Project Cruise Terminal Equipment & Misc. for passenger lobby chairs and stainless stall processing tables to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal; $75,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

09-409 Transfer funds from Capital Project Cruise Terminal Elevator Upgrades to Capital Project Cruise Terminal Disembark Ramp for design, engineering, construction, installation and other tasks associated with a new disembark ramp required to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal; $200,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph

Snowden, Admin. Services Dept.).

14. RESOLUTIONS HELD OVER

08-411 Approve purchase order to CDW Government, LLC for annual renewal of Cisco malware protection and network security software for MIT; $73,050.81 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-417 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford supercrew pickup trucks for Public Services Dept.; $69,294.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-419 Transfer funds from Capital Project Convention Center Capital to Capital Project Convention Center Mechanical Improvements to replace the existing chiller; $310,000.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

15. ORDINANCES BEING INTRODUCED

64-019 Consider the proposed modification of a previously approved Planning Approval for property located at 4800 Moffett Road (sponsored by Councilmember Penn).

64-020 Consider the proposed modification of a previously approved Planned Unit Development for property located at 4800 Moffett Road (sponsored by Councilmember Penn).

16. CONSENT RESOLUTIONS BEING INTRODUCED

09-422 Transfer funds from District 2 Discretionary Account to the Housing Improvement Program to assist with security and monitoring system for affordable housing structure located in District 2; $550.00 (sponsored by Councilmember Ingram) (submitted by Donna Bryars, Finance Dept.).

37-423 Correct Resolution 37-395 to change the license recommendation to the ABC Board to add a Lounge Retail Liquor Class II License; Cottage Hill Package, 6376 Cottage Hill Road (sponsored by Councilmember Reynolds).

37-424 Correct Resolution 37-397 to change the license recommendation to the ABC Board from Specialty Retailer of Consumable Hemp Products License to Retail Food Store Consumable Hemp Products License; Piggly Wiggly, 306 S. University Blvd. (sponsored by Councilmember Fleming).

37-425 Recommend approval to the ABC Board for issuance of a Retail Beer (On or Off Premises) License to Chipotle Mexican Grill; 5334 Hwy. 90 West (sponsored by Councilmember Reynolds).

37-426 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II license to Hillwood Liquors; 2370 Hillcrest Rd. (sponsored by Councilmember Reynolds).

40-427 Declare the structure at 613 Ruth Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-428 Declare the structure at 970 State Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-429 Declare the structure at 1163 Texas Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-430 Declare the structure at 1167 Texas Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-431 Declare the structure at 1213 Texas Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-432 Declare the structure at 1215 Texas Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-433 Declare the structure at 2513 Karagan Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

58-434 Assess costs for removal of weeds, Weed Lien Group 1672.

60-435 Approve award of special bonus to the Firefighter of the Month; Williams (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

60-436 Rescind Resolution 60-283, adopted on March 17, 2026, in its entirety (sponsored by Councilmember Small) (submitted by Jonathan Maples, City Council Attorney).

60-437 Determine an appropriation to Spring Hill College serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-438 Determine an appropriation to United Way of Southwest Alabama serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

09-439 Transfer funds from Parking Garage Fund, Parking Lot Revenues to Capital Project No. E0043 for the purchase of standard downtown signposts; $8,800.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-440 Approve purchase order to Butler Complete Services, LLC for storm drainage vegetation and debris removal, Arrington Dr. to Warrenton Ct.; $22,459.96 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-441 Approve purchase order to Gaines Utility Construction Company, LLC for storm drainage vegetation and debris removal, Prichard Ave. to Reynolds Ave.; $22,224.93 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-442 Approve purchase order to Invasive Management Services, Inc. for storm drainage vegetation and debris removal, 3505 Vista Ridge Dr. to 3609 Vista Ridge Dr.; $24,524.16 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-443 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation and debris removal, Outley Dr. to Candia Ct.; $28.091.20 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-444 Approve purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal, 958 Montlimar Dr.; $21,800.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purhcasing Dept.).

08-445 Approve purchase order to Donohoo Chevrolet, LLC for 25 Chevrolet Tahoe SUVs for MPD; $1,283,337.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-446 Approve purchase order to MFBS Corporation for furniture for Mayor's office spaces; $24,054.88 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-447 Approve purchase order to Sansom Equipment Co., Inc. for rental of 2 debris vacuum trucks for Public Services; $27,600.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-448 Approve purchase order to SHI International Corp for annual renewal of MS Office 365 and Power BI software subscriptions for MIT; $40,764.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-449 Approve purchase order to SHI International Corp for annual renewal of MS Office 365, Power BI, Winserver, Visio, Planner, Teams, Copilot, and Exchange software subscriptions for MIT; $458,654.48 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-450 Reallocate funds from City-Wide Storm Drain & Pipe Project to Misc Drainage Storm Water Fee for On-Call Misc. Drainage Contract; $400,214.00 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

09-451 Reallocate funds in the Municipal Storm Water Fees Capital Project to various Storm Water Management Projects; $2,538,000.00 (sponsored by Mayor Cheriogotis) (submitted by Tiffany Hollins, Finance Dept.).

21-452 Authorize Contract with Goram Air Condition Company, Inc. for Convention Center - Mechanical Improvements; $310,000.00 (sponsored by Mayor Spiro Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-453 Authorize Contract with Rogers & Willard, Inc. for construction of new City Animal Services Facility; $6,318,289.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

19. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Rich Heidal
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.581.6997

Organization (if applicable) South Monterey St Block Party

Mailing Address of Applicant 22 S. Monterey St Mobile AL 36604

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

Location or address of event where amplification will be used: (17 S. Monterey St) BAND AT
S. Monterey St between Dauphin St & McGill Ave.

Date of Event: 5/9 Starting Time: 6pm Ending Time 9:59 p.m

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Devon Ward
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 239-595-0432

Organization (if applicable) Auburn University

Mailing Address of Applicant 210 S Donahue Drive

Telephone No. (334) 844-4340 E-mail address devon.ward@auburn.edu

Location or address of event where amplification will be used:
Cathedral Square, 300 Conti St, Mobile, AL 36602

Date of Event: May 15th, 2026 Starting Time: 12:00pm Ending Time 9:30pm

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

Type of Event: Outdoor Exhibition

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Kaileigh Eaddy/Matthew LeMond
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-318-0653

Organization (if applicable) _____

Mailing Address of Applicant 122 Hyland Ave Mobile AL 36607

Telephone No. 251-318-0653 E-mail address kmae@outsiderspresents.com

Location or address of event where amplification will be used:
Outsider Sports Lounge 518 Dauphin Street Mobile AL 36602

Date of Event: 5/16/26 Starting Time: 7PM Ending Time 12AM

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

Type of Event: Outdoor Live Music

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Kenneth Robinson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-725-0232 Cell Number: 251-295-5681

Organization (if applicable) Friends of African American Heritage Trail, Inc

Mailing Address of Applicant 355 N. Ann St. Mobile, AL 36603

Telephone No. 251-725-0232 E-mail address director@historicfranklinhouse.org

Location or address of event where amplification will be used:
564 Dr. Martin Luther King Jr. Dr. Mobile, AL. 36603

Date of Event: May 16, 2026 Starting Time: 9:00 am Ending Time 1:00 pm

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

Type of Event: Bike Tour/After Tour Party

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Angela M. Jones
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-452-1052 Cell Number: 251-455-9980

Organization (if applicable) Africatown Community Development Corporation

Mailing Address of Applicant 751 Edwards Street, Mobile, AL 36610

Telephone No. 251-455-9980 E-mail address angelacleon.jones@hotmail.com

Location or address of event where amplification will be used:
645 Shelby Street, Mobile, AL 36610

Date of Event: June 6, 2026 Starting Time: 7:30am Ending Time 11:30am

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

Type of Event: a Walk/Fun Run across the Africatown Bridge and return.

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: **Reece Pagel**
PLEASE PRINT ALL INFORMATION

Home Phone Number: **n/a** Cell Number: **940-368-8188**

Organization (if applicable) _____

Mailing Address of Applicant **723 N Donaldson St. Stillwater, OK 74075**

Telephone No. **n/a** E-mail address **reepag@hotmail.com**

Location or address of event where amplification will be used:

1673 Government Street Mobile, AL 36604

Date of Event: **06/06/2026** Starting Time: **6 p.m.** Ending Time **9:30 p.m.**
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: **Wedding**

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Whatley Thompson
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 205.515.0932

Organization (if applicable) Brasfield and Gorrie, L.L.C

Mailing Address of Applicant 3021 7th Avenue South, Birmingham, AL 35233

Telephone No. (205) 328-4000 E-mail address wthompson@brasfieldgorrie.com

Location or address of event where amplification will be used:

3680 Dauphin Street, Mobile AL 36608

Date of Event: 5/1,5/2,5/4 Starting Time: 1:00 A.M Ending Time 6:00 A.M
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Construction Activities - Concrete Pouring

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

Music containing obscene language or profanity is prohibited

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RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for
Property Located at 4800 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 17, 2026**, a public hearing will be held on the **21st** day of **April, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 4800 Moffett Road to allow expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on March 1, 2018, allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, on property located at 4800 Moffett Road and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on December 10, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 19, 2026, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;

- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

- Total lot area in square feet and acres;
- The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
- Zoning district information;
- Parking layout and total number of spaces;
- Traffic circulation and access;
- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of April, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of March, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4800 Moffett Road.**

The proposed amendment will modify a Planning Approval that was approved for said location on **February 18, 2021.** The owner of said property applied for a Major Modification of a previously approved **Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.** If approved, the major modification will **allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District,** subject to the following proposed conditions: 1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include: a) Total lot area in square feet and acres; b) The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures; c) Zoning district information; d) Parking layout and total number of spaces; e) Traffic circulation and access; f) All streets along which the site has frontage, including existing rights-of-way; g) The site's legal description or recorded plat reference; h) A graphic scale and north arrow; and i) All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and 2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

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

WHEREAS, a Planning Approval was approved on **March 1, 2018, allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District,** on property located at **4800 Moffett Road** and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on **December 10, 2025**, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **February 19, 2026,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Adopted:

Lisa Lambert, City Clerk

The Board of Water and Sewer Commissioners of the City of Mobile
Lindsay Tucker, Garver, LLC, Agent
4800 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

March 10, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **February 19, 2026**, considered the request of **The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent),** for a Major Modification of a previously approved Planning Approval **allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District** for the property located at **4800 Moffett Road**.

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

It should be noted that the applicant has submitted the requested site plan and AutoCAD (.dwg) file. Both have been reviewed by Planning and Zoning staff for approval, and the revised site plan is attached.

Copies of the application and reports are also attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003571-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

At its meeting on February 19, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

The advertising fee for this application based on the current legal description, is **$452.58.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.gov) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003571-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

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

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

---

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

	Applicant	Agent (If Applicable)
Address:	Board of Water and Sewer Commissioners of the City of Mobile	11 N. Water Street, Suite 10290, Office 1080
Email:		[redacted]
Phone:	[redacted]	
Email:		
Name:	Daryl Russell, PE	Lindsay Tucker, PE

	Owner	Design Professional
Name:		Lindsay Tucker
Firm:	Mobile Area Water and Sewer System	Garver, LLC
Phone:	[redacted]	[redacted]
Email:		
Address:	4725 Moffett Road, Mobile, AL	11 N. Water Street, Ste. 10290, Office 1080

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

4800 Moffett Rd., Mobile, AL 36618-2246 — Property Address

41.85 ac — Property Area (acres or square feet)

2801023000005XXX — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/10/2025 Date

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

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

Lindsay Tucker — 12/10/2025

Applicant or Agent Signature — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

   The Stickney WTP Solids Handling Improvements project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

   Light Industry
   Future Land Use Map (FLUM) Designation

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

   The surrounding neighborhood is zoned as Low Density Residential. The purpose and ongoing operation of the site is to provide treatment of surface water for the production of clean potable water. The proposal and plan is compatible with this ongoing purpose and has been evaluated as necessary for its sustained longevity. The Owner has continued to make careful considerations to the health, safety, and comfort of the surrounding residents with regards to it's operation. The upgrades within this project proposal are intended by the Owner to maintain and provide these same considerations to the community and pro-actively communicate these developments.

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

   The Proposed developments would only upgrade the existing water treatment facility that exists on the property. The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less then 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

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

The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately

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

The existing site area landscaping and within the property consists of grass and several trees. The design requires that the contractor will restore any disturbed areas not developed, to the previous conditions. The existing screening for the site is planned to remain in it's current condition.

- ☐ Lighting:

Additional lighting will be provided at the proposed facility upgrades for worker safety and operation. This includes the staircase on the additional clarifier, the new pump station building, and in the vicinity of the splitter box. Additional lighting in the facility is intended to reduce light pollution and mitigate any disturbances to adjacent residential or property owners.

- ☐ Hours of operation:

The facility is staffed and operated 24 hours a day and 7 days a week as required by the Alabama Department of Environmental Management (ADEM).

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

The facility operates under ADEM Classification (Sect. 335-10-1) and is permitted to produce up to 60 MGD of potable water a day.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed project will mitigate and intends to minimize these elements that cause health, safety, environmental, or other disturbances through safe and ethical engineering design practices. Engineering design documents will require that the general contractor awarded the bid to construct the proposed upgrades, adhere to the standards outline in the engineering design drawings as well as the engineer design specifications. These contract documents are to be provided by Garver USA, LLC., under a licensed professional engineer(s) with the State of Alabama, and legally authorized to do business in the State and the City of Mobile.

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

The proposal for upgrades to the E.M. Stickney WTF, owned by MAWSS, are intended to continue service of potable water to the surrounding community and the general public. MAWSS serves the City of Mobile, parts of Mobile County and Semmes, Prichard, Chickasaw and Spanish Fort by providing potable water, of which Stickney WTF is a major contributor. The upgrades within this proposal are part of careful considered plans that identified the necessary measures MAWSS should incorporate. MAWSS and the design professional have endeavored to take every opportunity to make design choices that will increase the quality of life and the future of the community.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project MAWSS Stickney Water Treatment Plant Solids Upgrades

Address 4800 Moffett Road, Mobile, AL 36618

Owner Board of Water and Sewer Commissioners of the City of Mobile

Address PO Box 180249 Zip Code 36618

Phone 251.694.3100 Fax 251.281.2191 Email

Authorized Agent Doug Cote

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251.694.3100 Fax Email [redacted]

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer Garver, LLC

Address 11 N. Water Street, Suite 10290, Office 1080 Zip Code 36602

Phone 251.895.7584 Fax Email [redacted]

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Lindsay I. Tucker, PE

Signature Print

12/3/2025 Project Manager/Garver

Date Affiliation to project/Organization

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Douglas Cote/Director of Plant Operations, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Mobile Area Water and Sewer System*, a corporation for the property located within the city limits of Mobile, Alabama at 4800 Mofffett Road (E.M. Stickney Water Filtration Plant).

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.

Linddsay Tucker, P.E. of Garver USA	
Designee (1)	Designee (2)
litucker@garverusa.com	
Email	Email
251-895-7594	
Phone Number	Phone Number
	12/3/2025
Signature of Company Owner	Date

PLANT FACILITIES LEGEND

EXISTING BUILDINGS & FACILITIES

- (A) OPERATIONS BUILDING
- (B) LOW HEAD PUMP BUILDING (UNOCCUPIED)
- (C) CHLORINE BUILDING (UNOCCUPOED)
- (D) PUMP BUILDING (UNOCCUPIED)
- (E) FLOW CONTROL BUILDING (UNOCCUPIED)
- (F) BLOWER BUILDING (UNOCCUPIED)
- (G) TELECOMMUNICATIONS TOWER
- (H) FLOCCULATOR BASINS
- (I) U/G SLUDGE HANDLER
- (J) SETTLING BASINS
- (K) 20 MILLION GALLON RESERVOR
- (L) 50 MILLION GALLON RESERVOR
- (M) THICKENER / CLARIFER TANK
- (N) ELECTRICAL BUILDING (UNOCCUPIED)
- (O) MAINTENANCE BUILDING

PROPOSED BUILDINGS

- (P) SOUTH CLARIFIER
- (Q) SLUDGE PUMP STATION
- (R) SPLITTER BOX
- (S) STATIC MIXER AND FLOW METER

PROPERTY ZONED R-1

PARKING SUMMARY

OPERATIONS BUILDING - 3,300 S.F. / 300 = 11 SPACES REQUIRED

MAINTENANCE BUILDING (OFFICE) 250 S.F. / 300 = 1 SPACES REQUIRED

TOTAL SPACES REQUIRED = 12

TOTAL SPACES PROVIDED = 14

LANDSCAPE REQUIREMENTS

SITE AREA = 1,838,983 S.F.

LANDSCAPE REQUIRED 1,838,983 x 12% = 220,678 S.F.

LANDSCAPE PROVIDED = 911,463 ± S.F.

FRONTAGE REQUIRED 220,678 x 60% = 132407 S.F.

FRONTAGE PROVIDED 260,142± S.F.

LANDSCAPING NOTE

IMPROVEMENTS AS PART OF THIS PUD WILL NOT INCREASE OR DECREASE THE TOTAL GROSS FLOOR AREA BY 50%.

LEGEND

- EXISTING TREES
- (G) PLANT FACILITIES
- [7] PARKING COUNT

Revised
03/06/2026 16:21:57

PUD SITE PLAN NOTES:

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 DISTURBING ACTIVITY WITH THE PROPERTY, A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY, THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT REQUIREMENTS AND POLICY LETTERS
7. FUTURE DEVELOPMENT OR REDEVELOPMENT MAY REQUIRE ADDITIONAL PLANNING APPROVAL MODIFICATIONS, SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.

PARCEL INFORMATION:

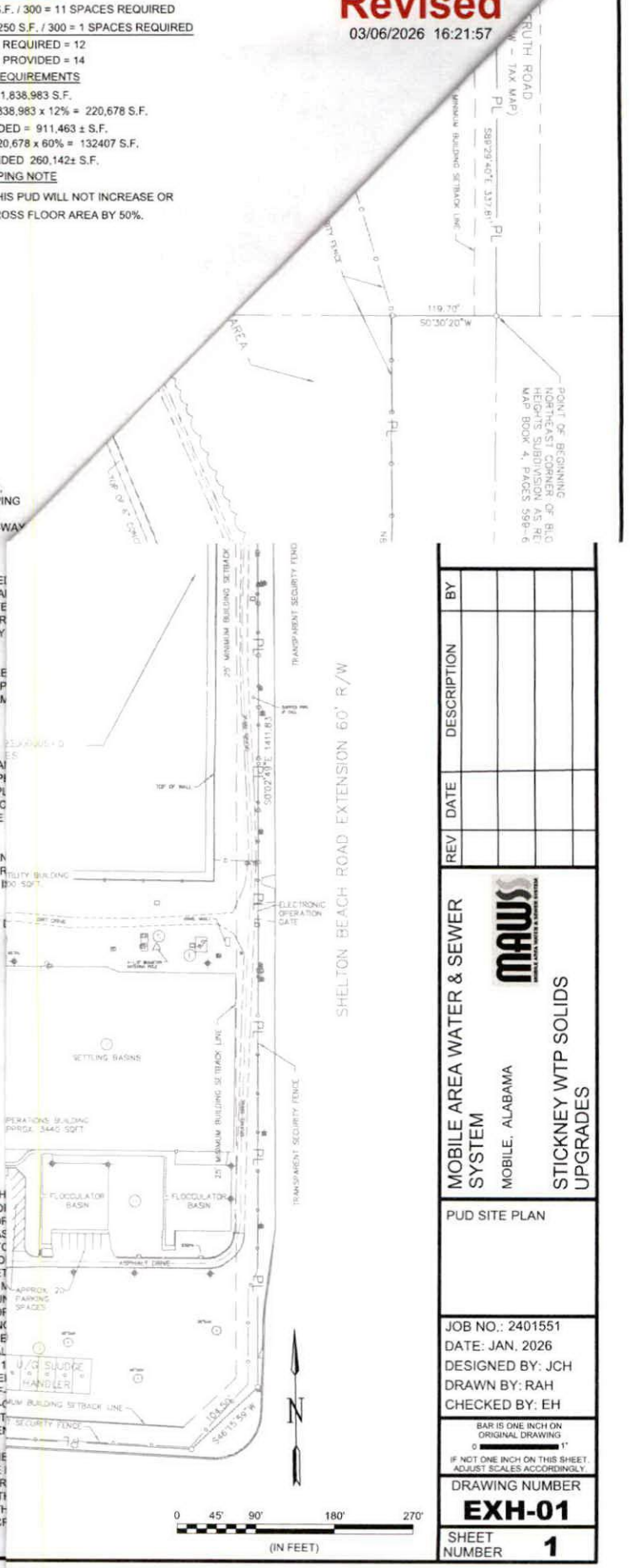
ADDRESS: 4725 MOFFETT RD MOBILE, AL 36618-2246

OWNER: MOBILE CITY OF WATER WORKS

TOTAL LOT AREA: 1,823,161.00 SQFT.
41.85 ACRES

ZONING DISTRICT: R-1 SINGLE-FAMILY RESIDENTIAL

LEGAL DESCRIPTION: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 4, FOREST HEIGH SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGES 599-600 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID BLOCK 4, FOR HEIGHTS SUBDIVISION, RUN SOUTH 0'30'20" WEST, 119.70 FEET; THENCE DEPARTING THE EAS OF SAID BLOCK 4, FOREST HEIGHTS SUBDIVISION, RUN NORTH 89'59'20" EAST, 550.80 FEET TO ON THE WEST RIGHT-OF-WAY LINE OF SHELTON BEACH ROAD EXTENSION (60 FOOT RIGHT-O THENCE ALONG THE SAID WEST RIGHT-OF WAY LINE, RUN SOUTH 0'02'49" EAST, 1411.83 FEET RUN SOUTH 4615'59" WEST, 104.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF M ROAD (VARIABLE RIGHT-OF-WAY); THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE, RUN 86'48'49" WEST, 860.72 FEET: THENCE RUN SOUTH 2'50'17" WEST, 2.93 FEET; THENCE RUN NOR 8648'49" WEST, 4.98 FEET; THENCE DEPARTING THE SAID NORTH RIGHT-OF-WAY LINE, RUN NO 0'05'12" EAST, 210.76 FEET TO THE NORTHEAST CORNER OF LOT 1 ARATA SUBDIVISION AS RE IN MAP BOOK 102, PAGE 122 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, AL THENCE RUN SOUTH 8913'33" WEST, 99.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 SUBDIVISION: THENCE RUN SOUTH 0'05'12" WEST, 203.85 FEET TO A POINT ON THE AFOREMEN NORTH RIGHT-OF-WAY LINE OF MOFFETT ROAD; THENCE ALONG THE SAID NORTH RIGHT-OF- LINE, RUN NORTH 8648'49" WEST, 402.53 FEET: THENCE DEPARTING THE SAID NORTH RIGHT-O LINE, RUN NORTH 027'50" EAST, 435.86 FEET THENCE RUN NORTH 8929'11" WEST, 190.24 FEET POINT ON THE EAST RIGHT-OF-WAY LINE OF WOODLEY ROAD (50 FOOT RIGHT-OF-WAY); THEN ALONG THE SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 024'59" EAST, 75.15 FEET: THENCE DEPARTING THE SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 8929'11" EAST, 190,30 FEET; THE NORTH 027'50" EAST, 311.24 FEET; THENCE RUN SOUTH 89'33'08" EAST, 449.72 FEET: THENCE NORTH 022'18" EAST, 490.36 FEET; THENCE RUN NORTH 89'43'03" EAST. 79.29 FEET; THENCE R NORTH 3'39'33" EAST, 224.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LERUTH (50 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH EAST. 337.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,838,968 S.F. OF 42.22 ACR MORE OR LESS.



REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, ALABAMA
STICKNEY WTP SOLIDS UPGRADES

PUD SITE PLAN

JOB NO.: 2401551
DATE: JAN. 2026
DESIGNED BY: JCH
DRAWN BY: RAH
CHECKED BY: EH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXH-01

SHEET NUMBER **1**

File: L:\2024\W10-2401551 - MAWSS Stickney WTP Solids Upgrades\Drawings\EXHIBITS\PUD MOD SITE PLAN\MAWSS-PUD-SITEPLAN.dwg Last Save: 3/6/2026 3:12 PM Last saved by: HMStafford
Last plotted by: Stafford, Heather M. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/6/2026 3:12 PM Plotter used: DWG To PDF.pc3

106 pgs

STICKNEY WTP SOLIDS UPGRADES

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

MOBILE AREA WATER & SEWER SYSTEM

90% DESIGN - NOT FOR CONSTRUCTION

BOARD OF DIRECTORS

BARBARA DRUMMOND
CHAIR

LINDA ST. JOHN
VICE CHAIR

JAY W. WEBER
SECRETARY TREASURER
COMMISSIONER

THOMAS ZOGHBY
COMMISSIONER

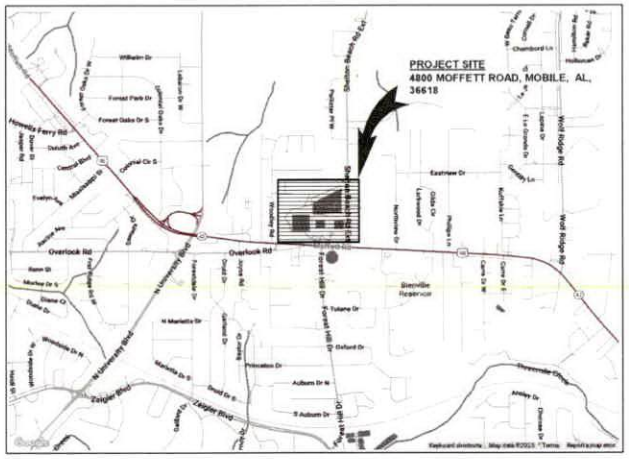
RAYMOND L. BELL JR.
COMMISSIONER

MARIA GONZALEZ
COMMISSIONER

JOHN C. WILLIAMS
COMMISSIONER



AREA MAP
NO SCALE



VICINITY MAP
NO SCALE

GARVER PROJECT NO. 2401551

NOVEMBER 2025

GARVER

11 N. Water Street
Suite 10290, Office 1080, Mobile, AL
(205) 443-3080

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REGISTRATION NO.
ECA500

90% DESIGN - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES L. LITTLE, PE #34434 ON NOVEMBER 06, 2025 IT IS NOT TO BE USED FOR CONSTRUCTIO OR PERMITTING PURPC

REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, AL

STICKNEY WTI UPGRADES

COVER SHEET

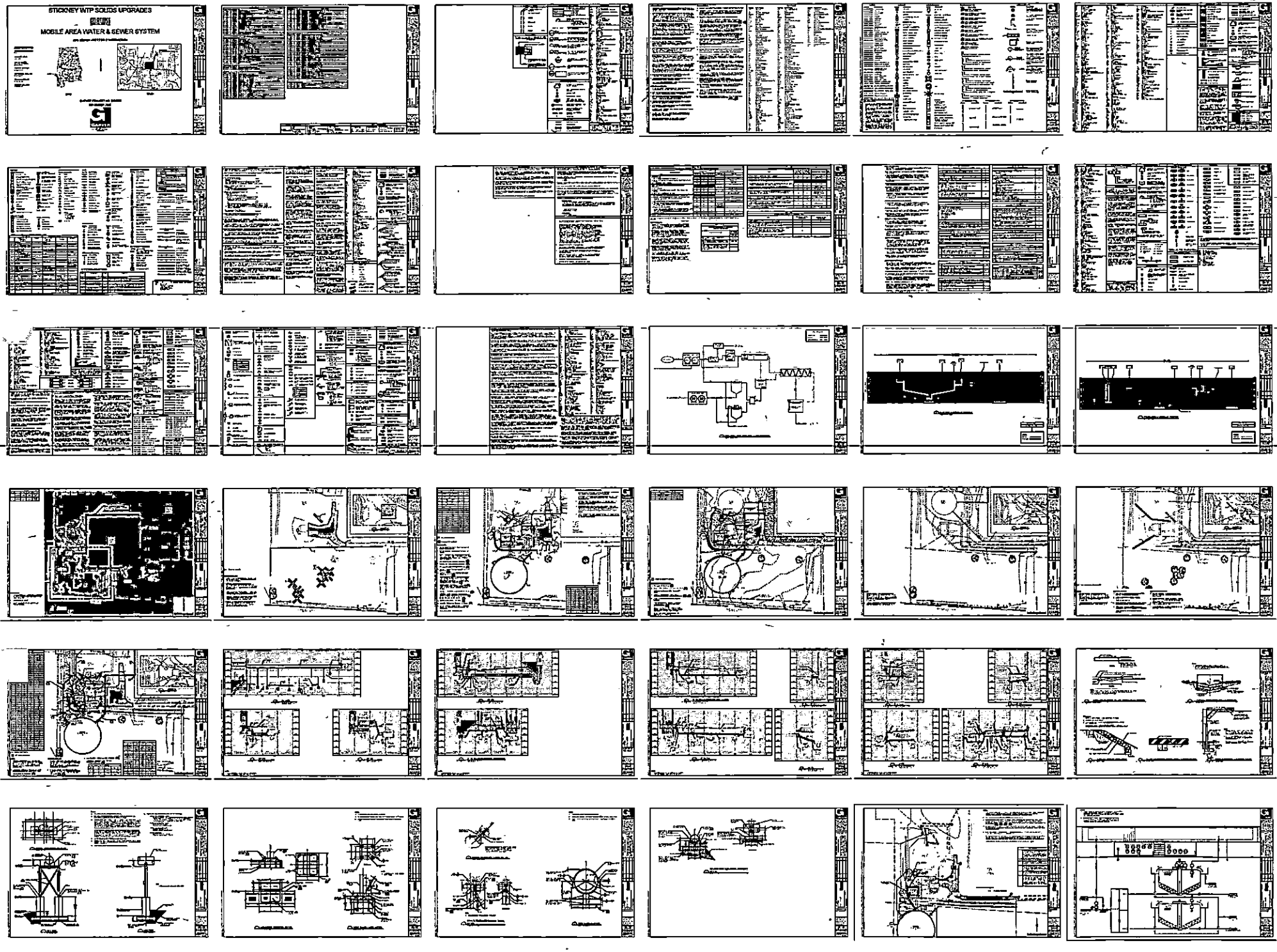
JOB NO.: 2401551
DATE: NOV 2025
DESIGNED BY: JBR
DRAWN BY: SJB
CHECKED BY: LIT

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01-G001

SHEET NUMBER **001**

Plot File: Autodesk Docs://WIS-2401551 - MAWSS Stickney WTP Solids Upgrades/2401551_01_GENERAL.rvt
Plot Date: 11/5/2025 3:52:23 PM


STICKNEY WTP SOLIDS UPGRADES
MOBILE AREA WATER & SEWER SYSTEM

Outlook

Re: The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

[redacted]

Date Fri 12/12/2025 2:00 PM

To [redacted]

Cc

Good afternoon,

We have completed our second review of the Major Modification application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Major Modification Application Submission:**
   Per **Article 5, Section 64-5-1.D.** of the Unified Development Code (UDC), all applications related to the same site must be filed and heard concurrently. The proposed modification, if approved, would also modify a previously approved Planned Unit Development. Therefore, a **Major Modification Application** to modify the existing **Planned Unit Development** must be submitted through the Customer Self-Service (CSS) Portal.

2. **Digital Preliminary Site Plan Submittal:** If you have not already done so, please submit the **DWG (AutoCAD) file** of the Preliminary Plat to our GIS staff. For your convenience, **Tori** has been copied on this message for assistance.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

From: [redacted]
Sent: Wednesday, December 10, 2025 2:34 PM
To: [redacted]
Cc: [redacted]
Subject: The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

Good afternoon,

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

1. **Major Modification Application Submission:**
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2. **Notification Labels:** Notification labels must be provided for [open-government-cityofmobile.hub.arcgis.com/apps/fb721539c24d4f288f1c4b8587a3601a]all property owners within 300 feet of the subject property. Labels for the applicant, property owner, agent, etc., should also be provided.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planning Approval site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is an abbreviated reference to the tax parcel data and is insufficient. Please refer to your deed or survey for a complete legal description (or complete reference to the recorded subdivision plat).

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Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

Outlook

The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

From [redacted]
Date Wed 12/10/2025 2:34 PM
To
Cc [redacted]

Good afternoon,

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

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Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

11 North Water St.
Suite 10290, Office 1080
Mobile AL, 36602

GARVER

[redacted]

MEMORANDUM

Date: December 10, 2025

To: City of Mobile, Planning and Zoning

From: Garver, LLC (on behalf of the Board of Water and Sewer Commissioners of the City of Mobile (MAWSS))

RE: Project Description and Justification of Request for the Stickney WTP Solids Upgrades
Garver Project No. W10-2501551

To Whom it may Concern,

Garver is submitting a request on behalf of MAWSS for the **modification of an existing PUD**. This project involves upgrades to the solids handling facilities at the E.M. Stickney Water Treatment Plant at 4800 Moffett Road. This project involves upgrades to the water plant's solids handling facilities and includes the construction of a new clarifier and pump station on the site as well as associated site improvements.

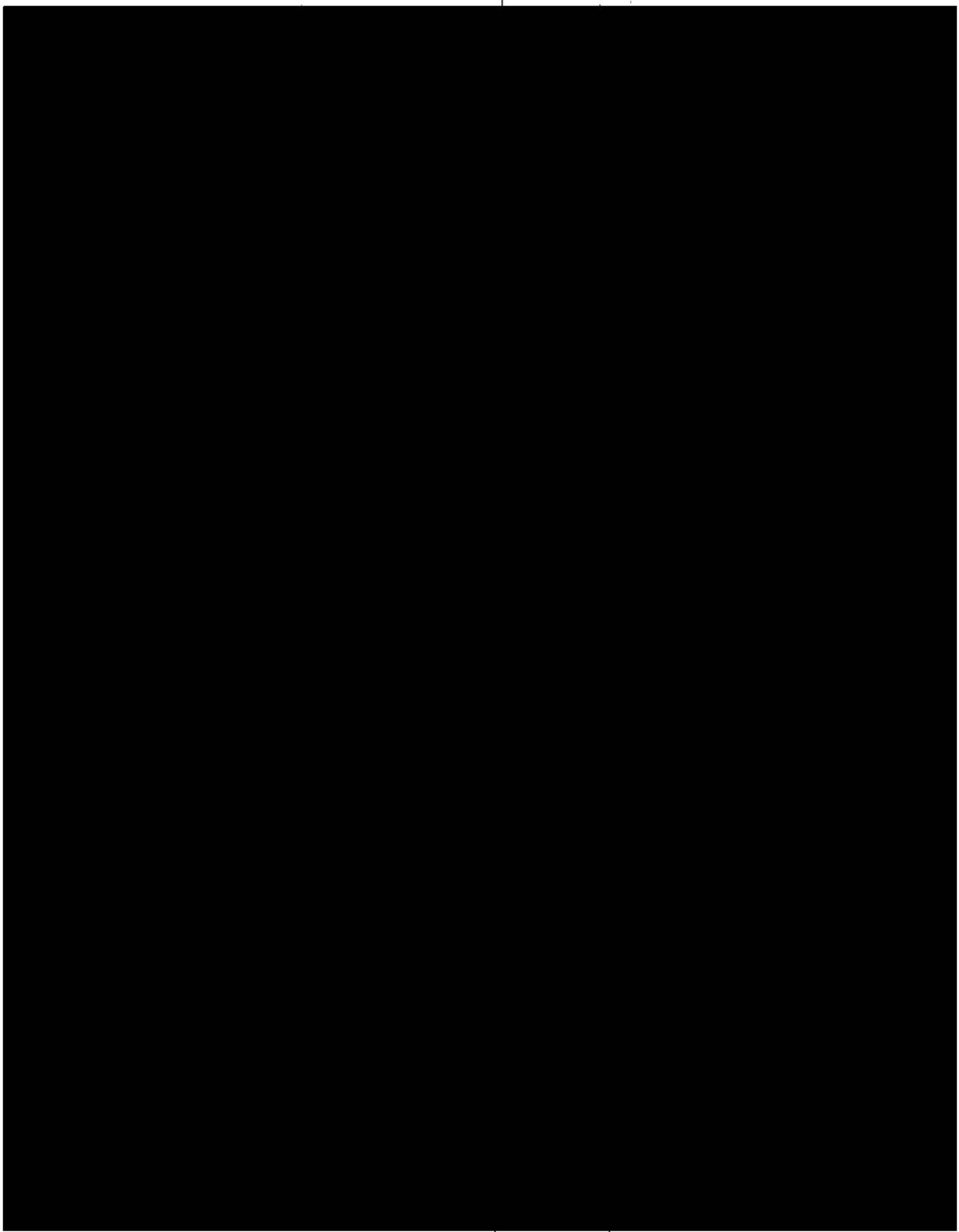
The Proposed developments will upgrade the existing water treatment facility that exists on the property. The upgrades include a new circular clarifier, a pump station building, and concrete splitter box for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less than 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

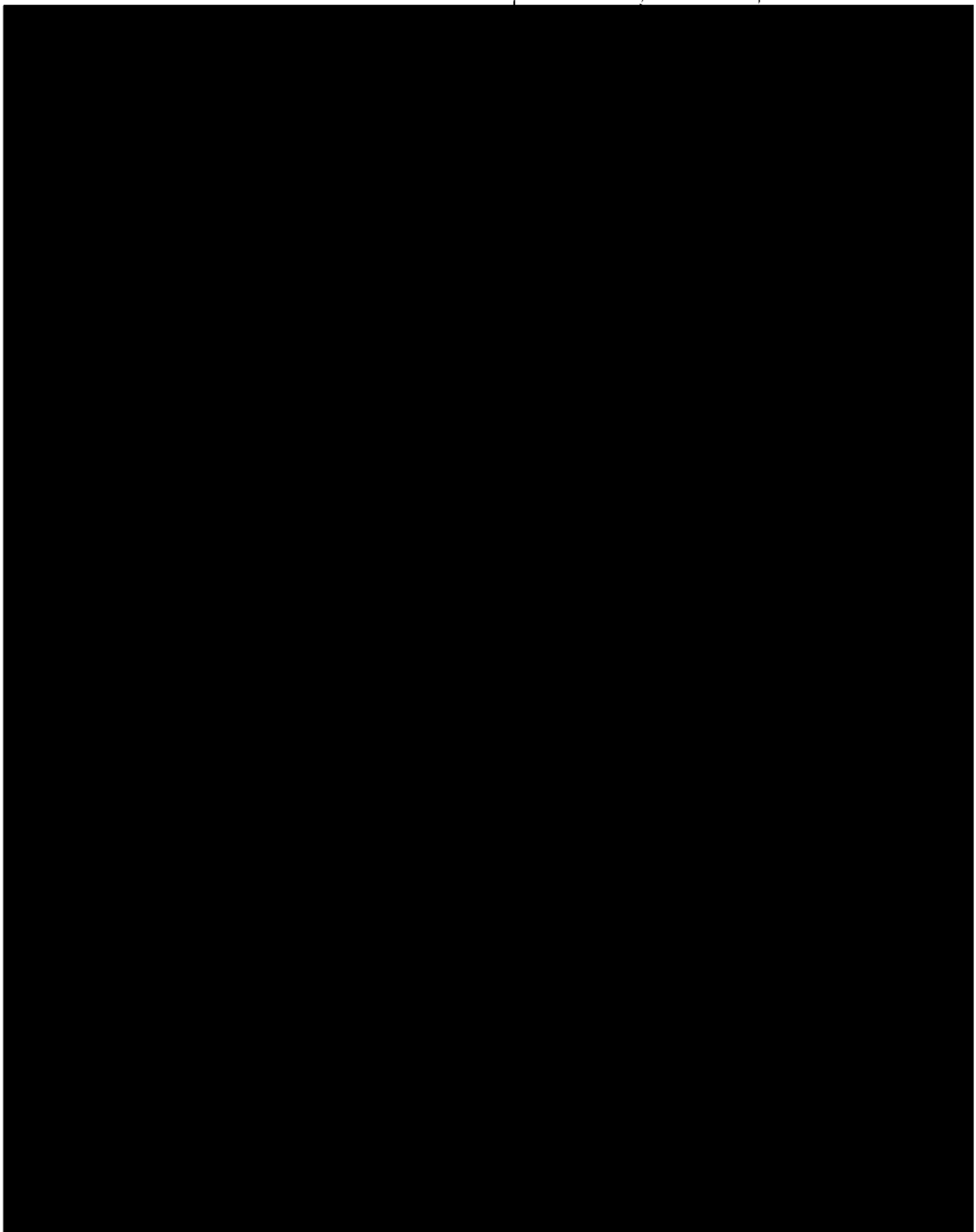
The Stickney WTP Solids Upgrades project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

Please don't hesitate to reach out to me with questions regarding this application.

Sincerely,

Lindsay L. Tucker, PE
Gulf Coast Team Leader
Garver, LLC





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Bend along line to expose Pop-up Edge

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Pat: avery.com/patents

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Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

Planning Commission
February 19, 2026

Agenda Item # 1 - HOLDOVER

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

Considerations:

1. Modification of a previously approved Planning Approval with two (2) conditions.
2. Modification of a previously approved Planned Unit Development with two (2) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 4
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

HOLDOVER COMMENTS

The Planning Commission held over the request from the January 15 meeting to allow the applicant additional time to submit a revised site plan and an AutoCAD (.dwg) file meeting Planning and Zoning Department submittal standards. The revised site plan was required to depict all existing and proposed site improvements and include, at a minimum, lot area, building and structure footprints and square footage, zoning information, parking, traffic circulation, site frontage streets and rights-of-way, legal description or plat reference, graphic scale, north arrow, and required notes.

The applicant submitted a labeled aerial photograph showing the property boundary, proposed improvements, and traffic circulation. However, existing site improvements are not illustrated, and right-of-way information is provided only for Shelton Beach Road Extension and not for Moffett Road, Woodley Road, Mercedes Road, or Le Ruth Road. The total lot area and zoning district information are provided. A metes-and-bounds legal description is included and is acceptable, though a recorded plat reference may be substituted. A graphic scale, north arrow, and required notes have been provided.

GIS staff reviewed the submitted AutoCAD file and determined it is insufficient to detail all existing and proposed site improvements, consistent with deficiencies noted in the initial submittal.

Staff advised the applicant that the holdover was intended to allow submission of a complete, updated site plan reflecting the most recently approved plan with the proposed modifications. While the labeled aerial photograph is helpful for general orientation, it is not typically accepted for final approval.

Nevertheless, the Planning Commission may choose to approve the requests based on the information provided, subject to the subsequent submission of a complete site plan for both the Planning Approval and PUD modifications.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

If the Planning Commission considers approving the Major Planning Approval and Planned Unit Development (PUD) Modification requests, the following conditions should apply:

1. Submission of a revised site plan, prior to the applications being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). At a minimum, the site plan shall include:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning

district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
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and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and

to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

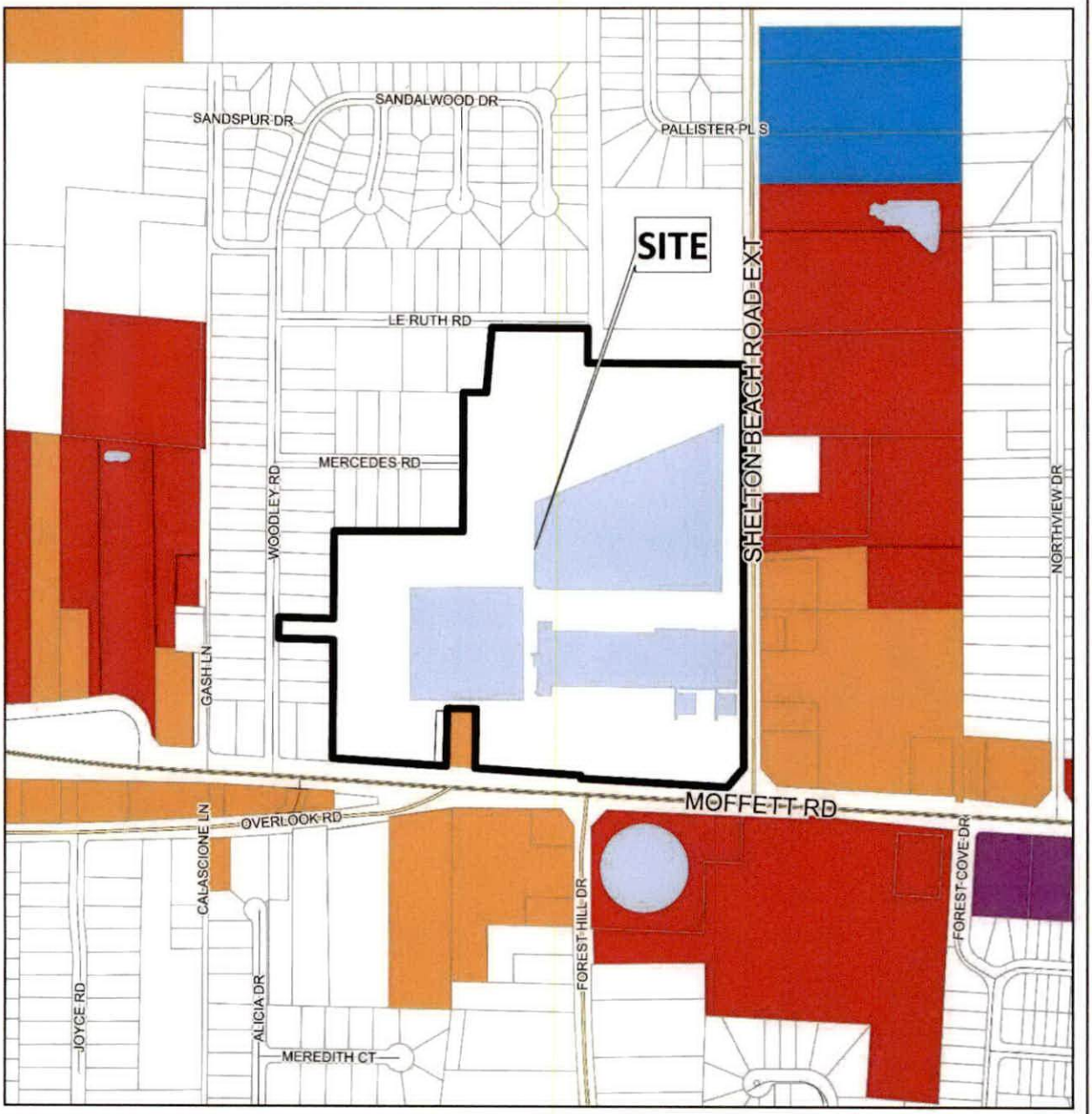
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

3. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
4. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE February 19, 2026

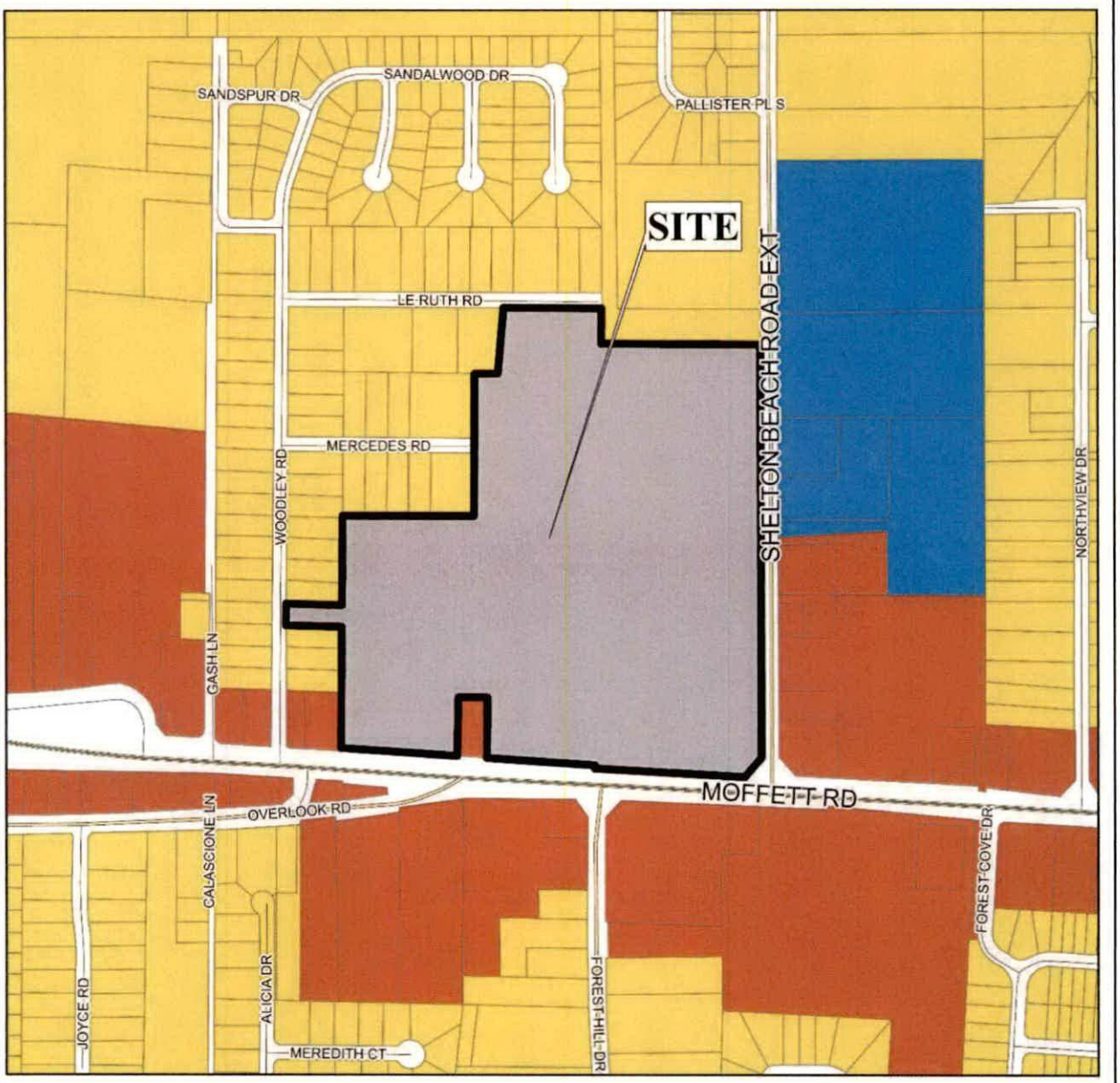
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

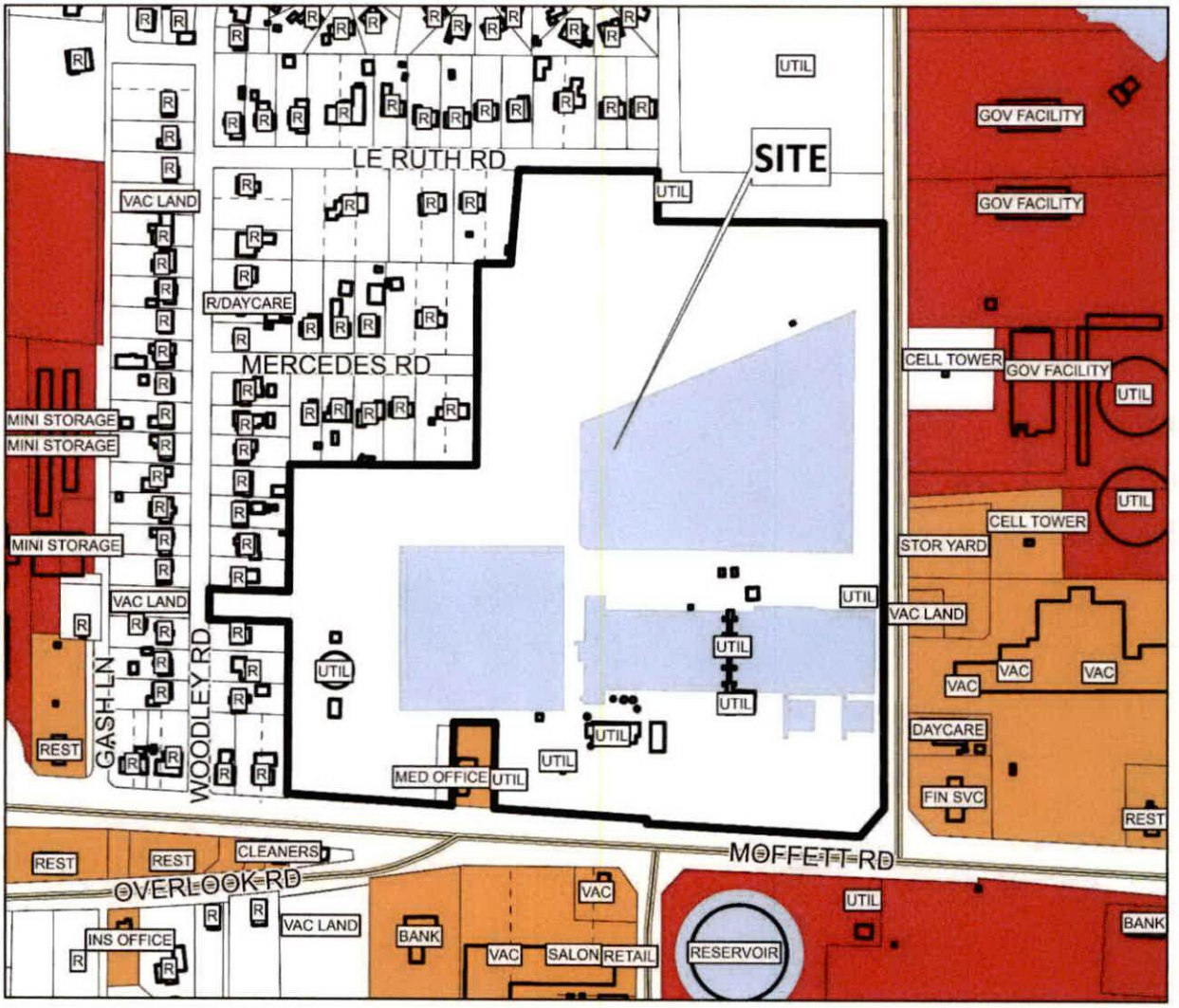
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

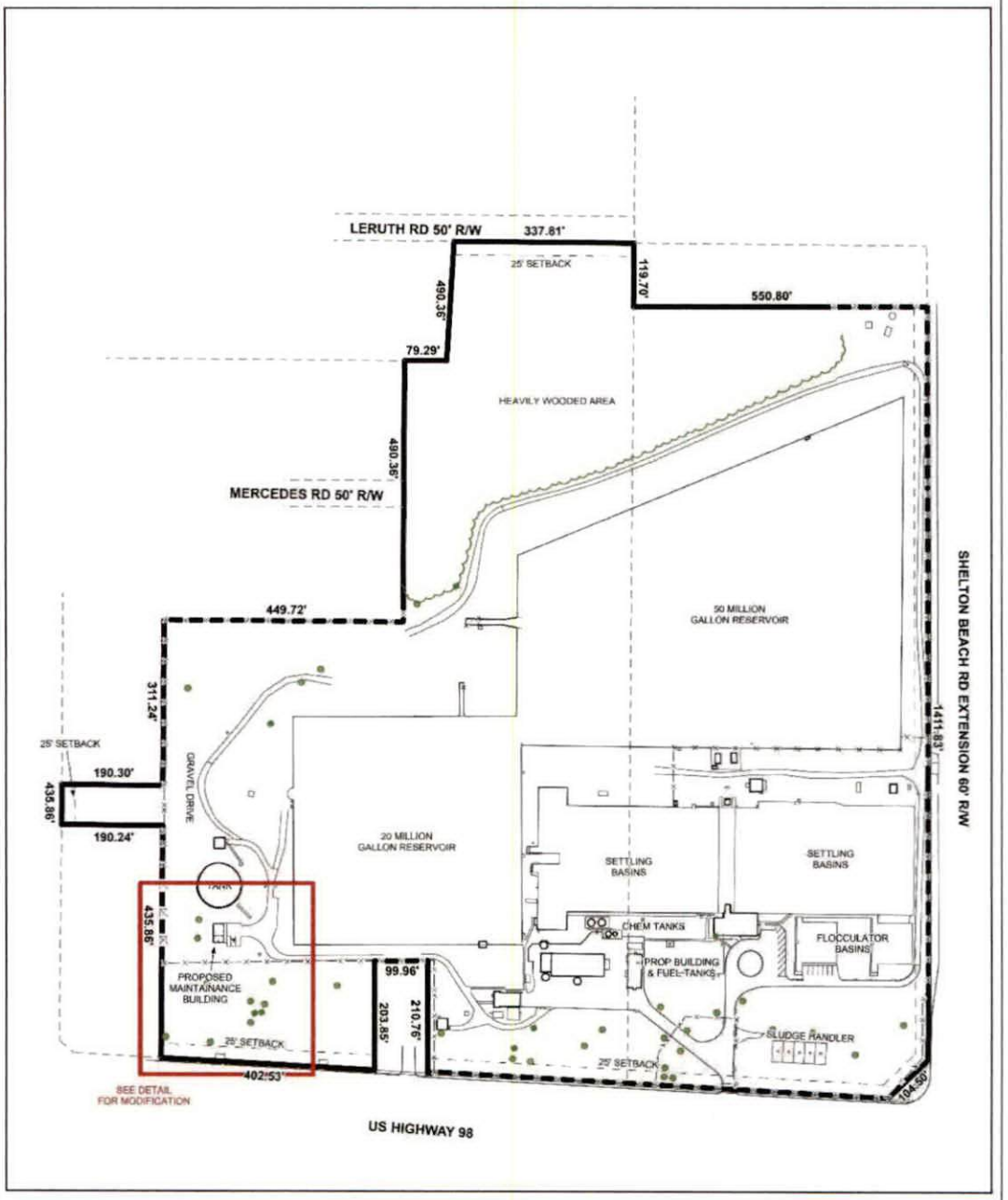
REQUEST PA Modification, PUD Modification

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

N

NTS

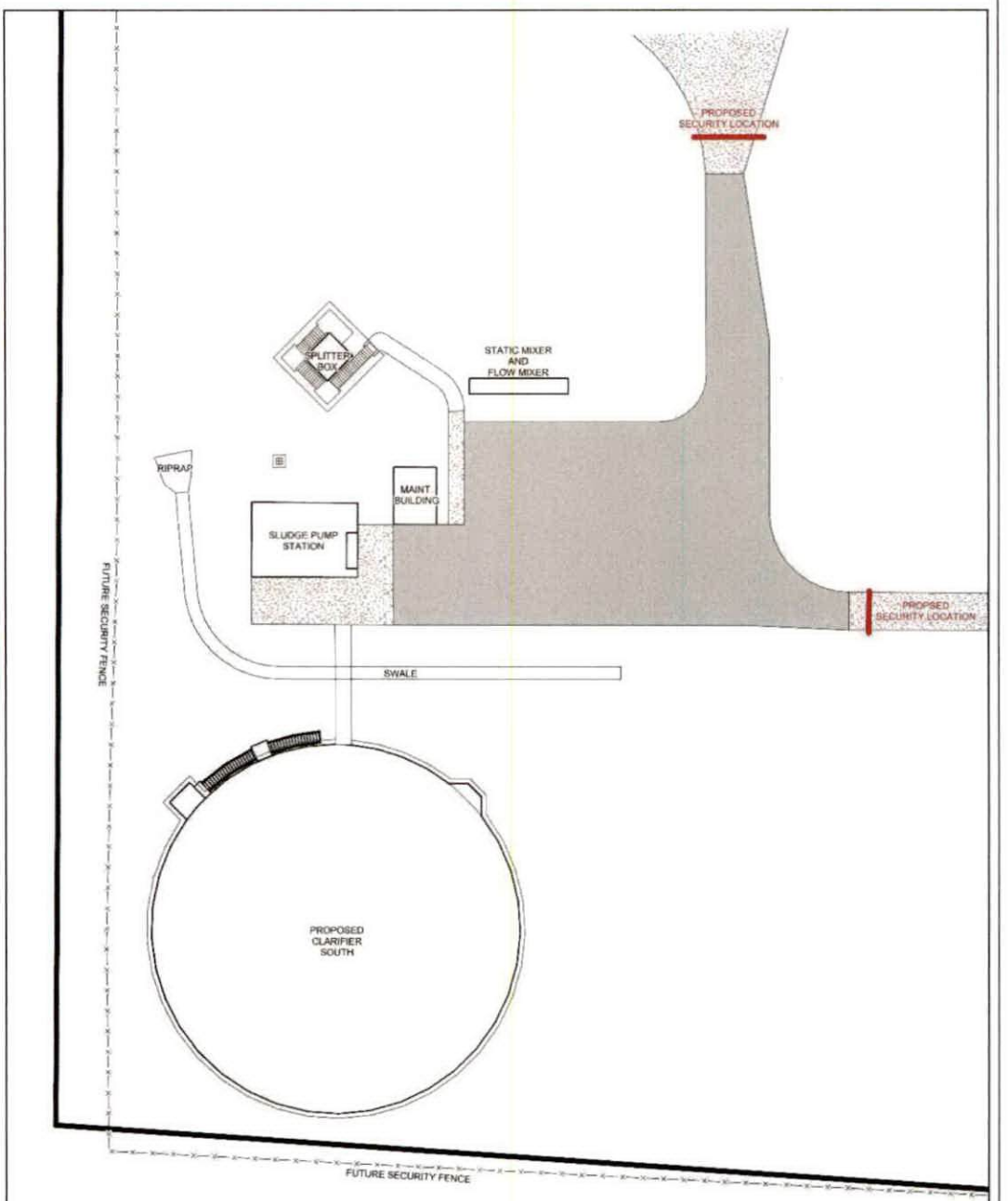
EXISTING SITE PLAN



The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



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REQUEST PA Modification, PUD Modification

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









Planning Commission
January 15, 2026

Agenda Item # 11

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

Considerations:

1. Holdover.

Report Contents: **Page**

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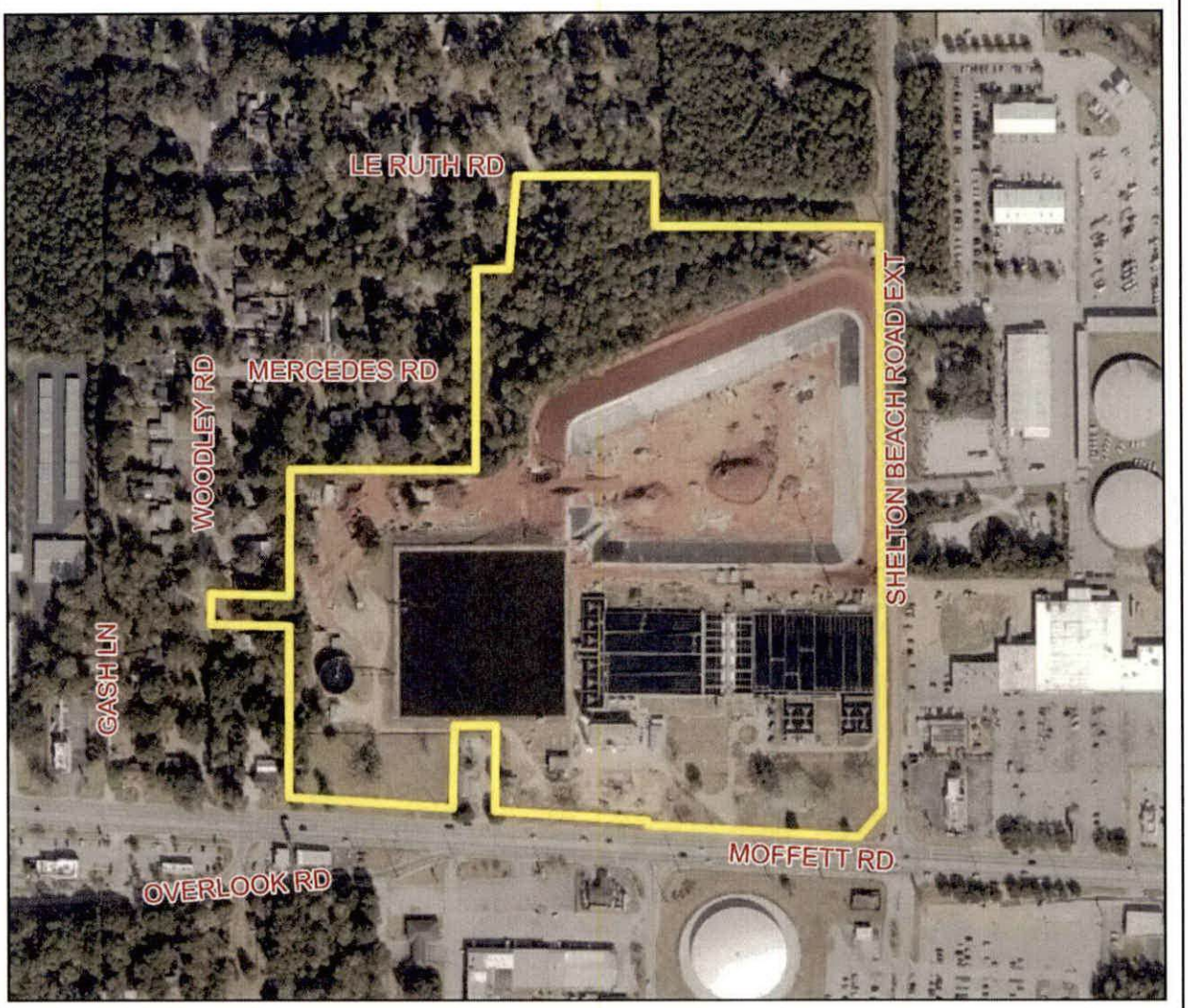
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
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The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development; and

b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

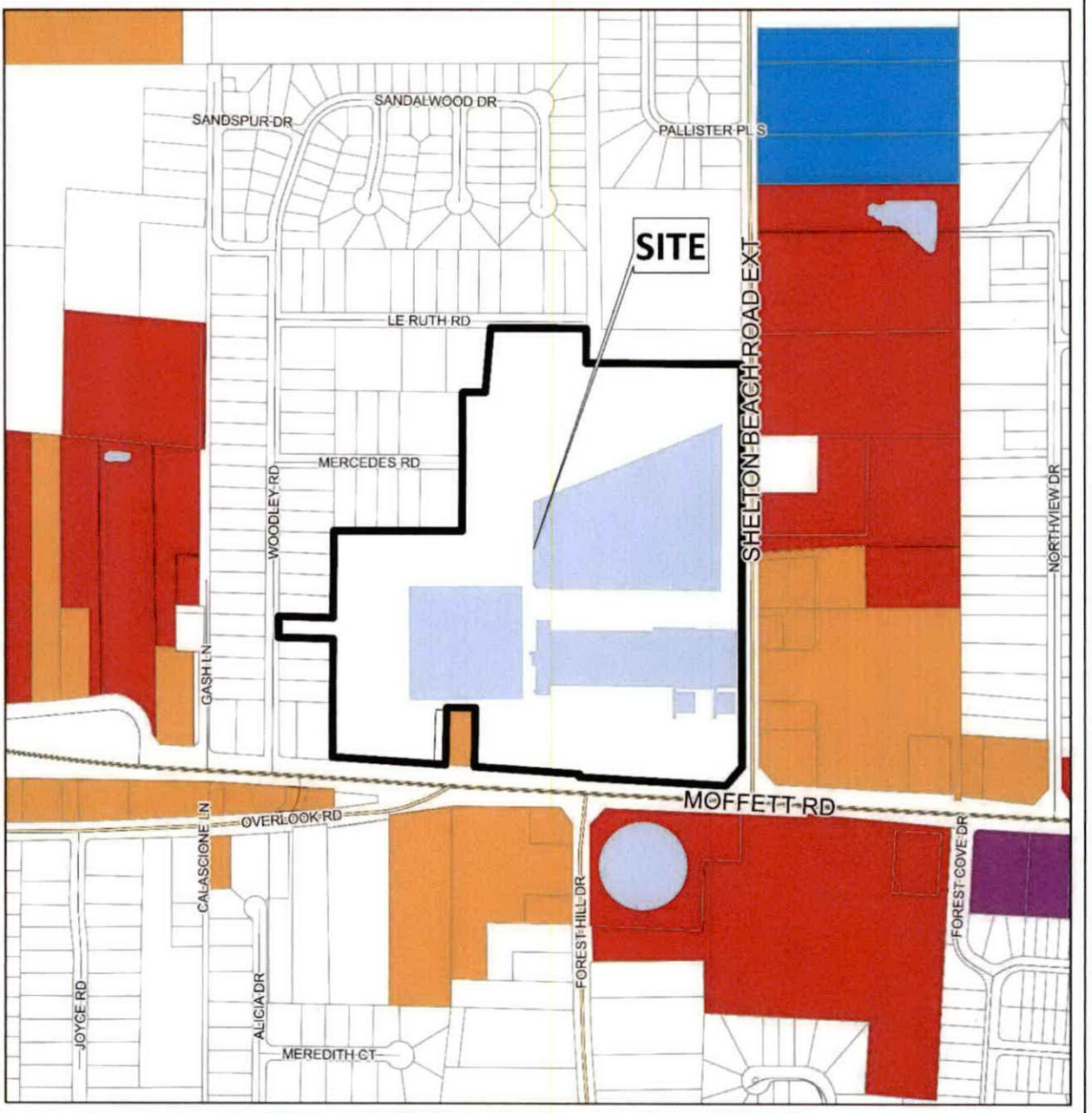
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE January 15, 2026

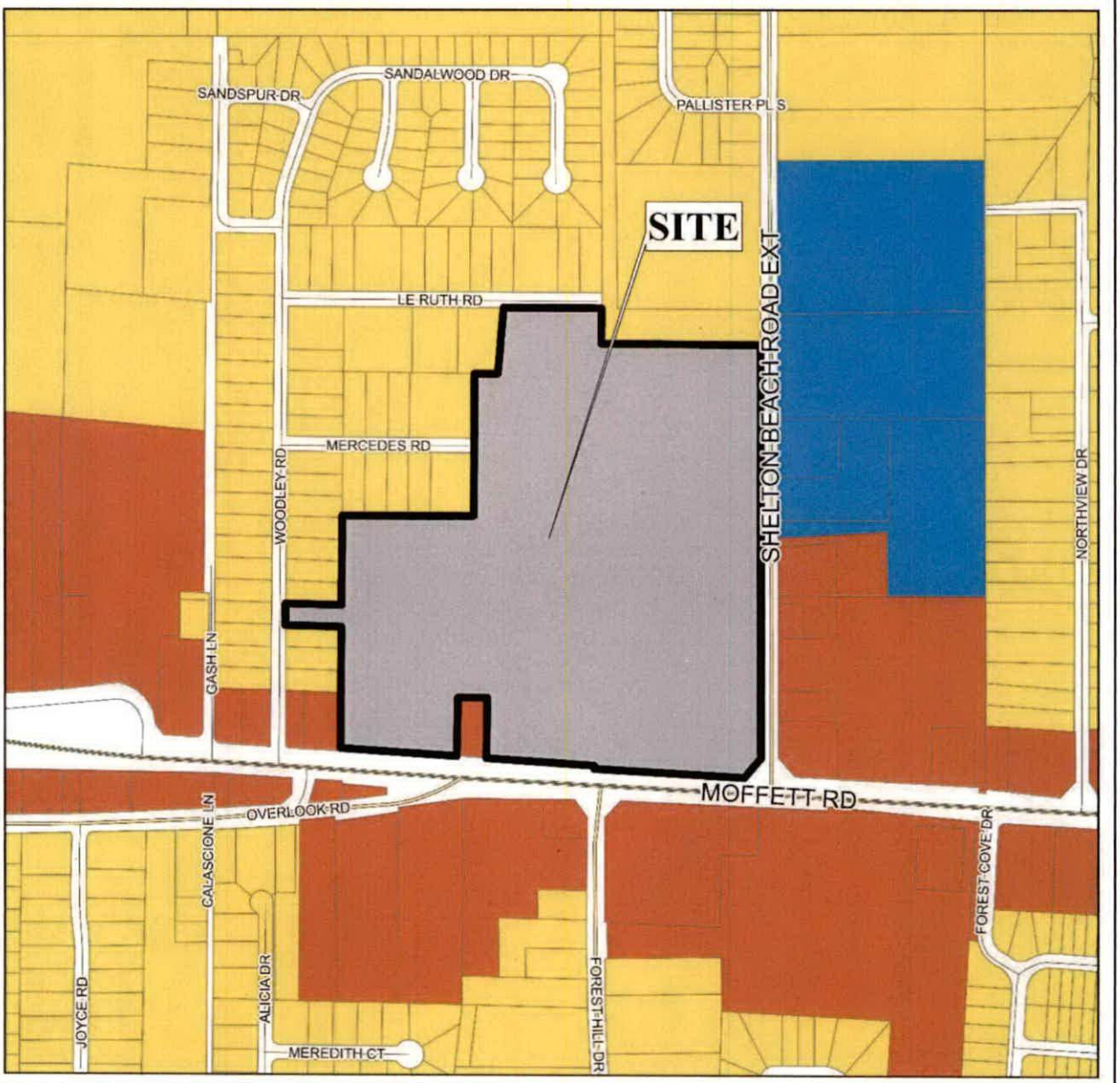
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

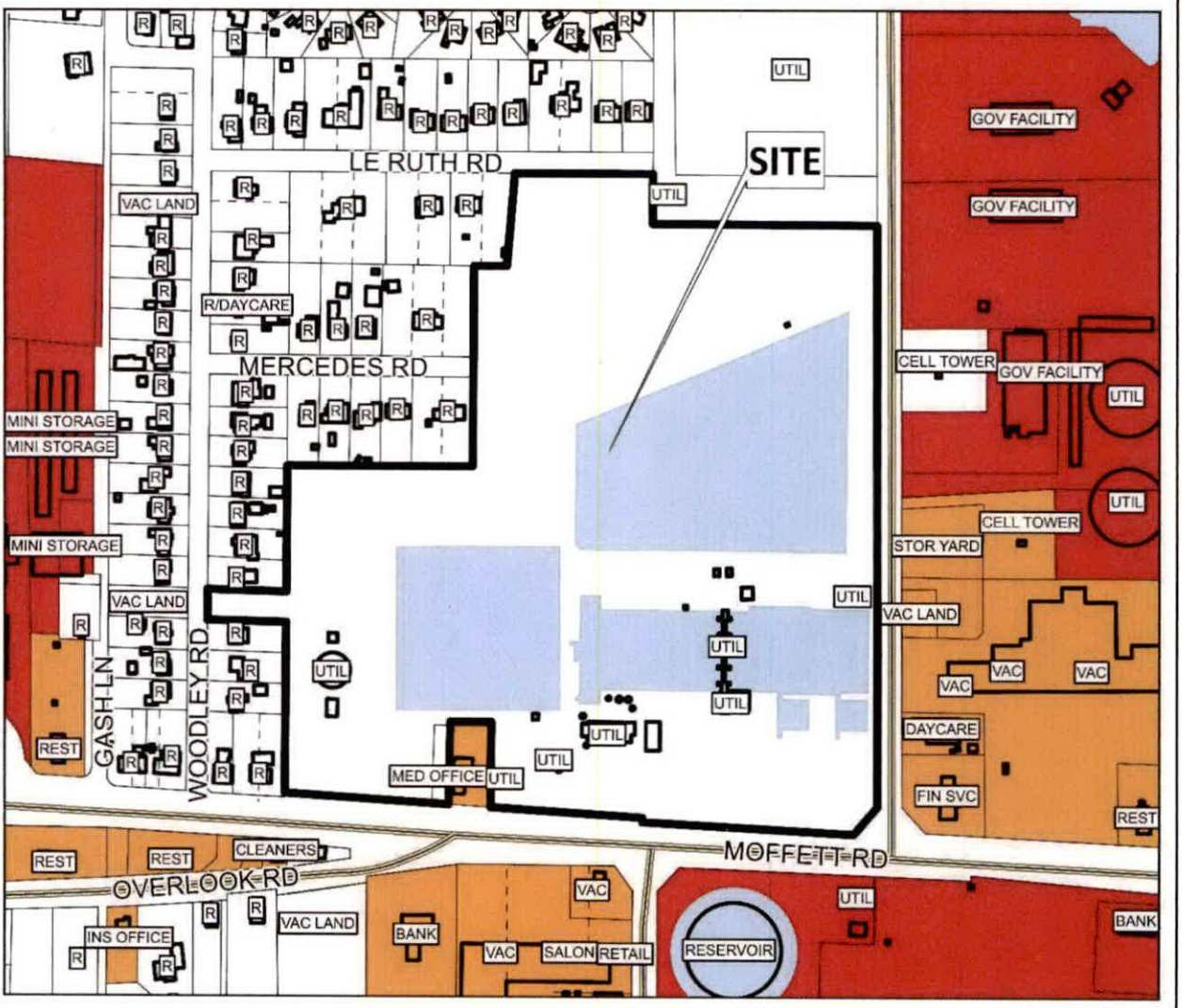
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

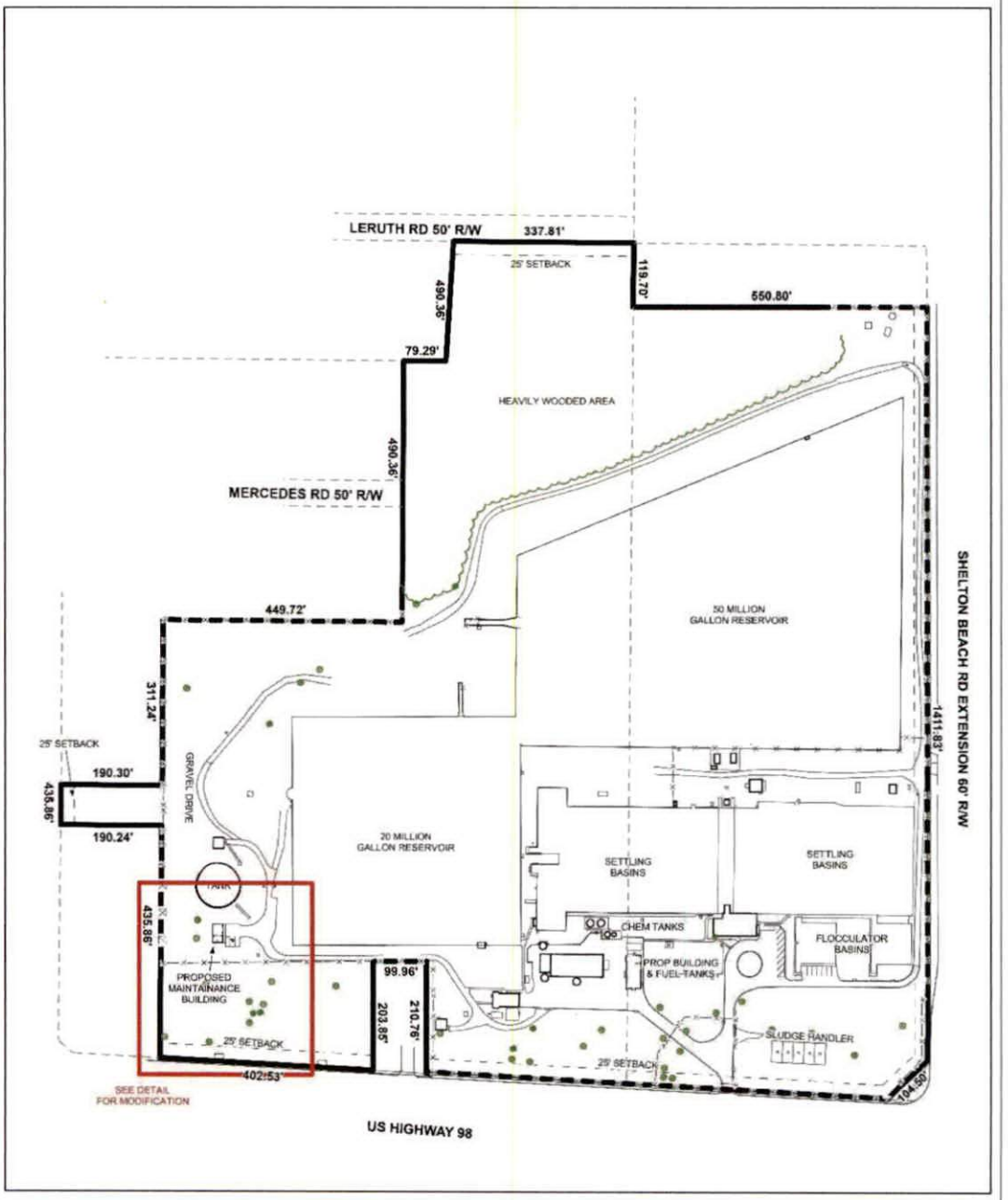
REQUEST PA Modification, PUD Modification

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

N

NTS

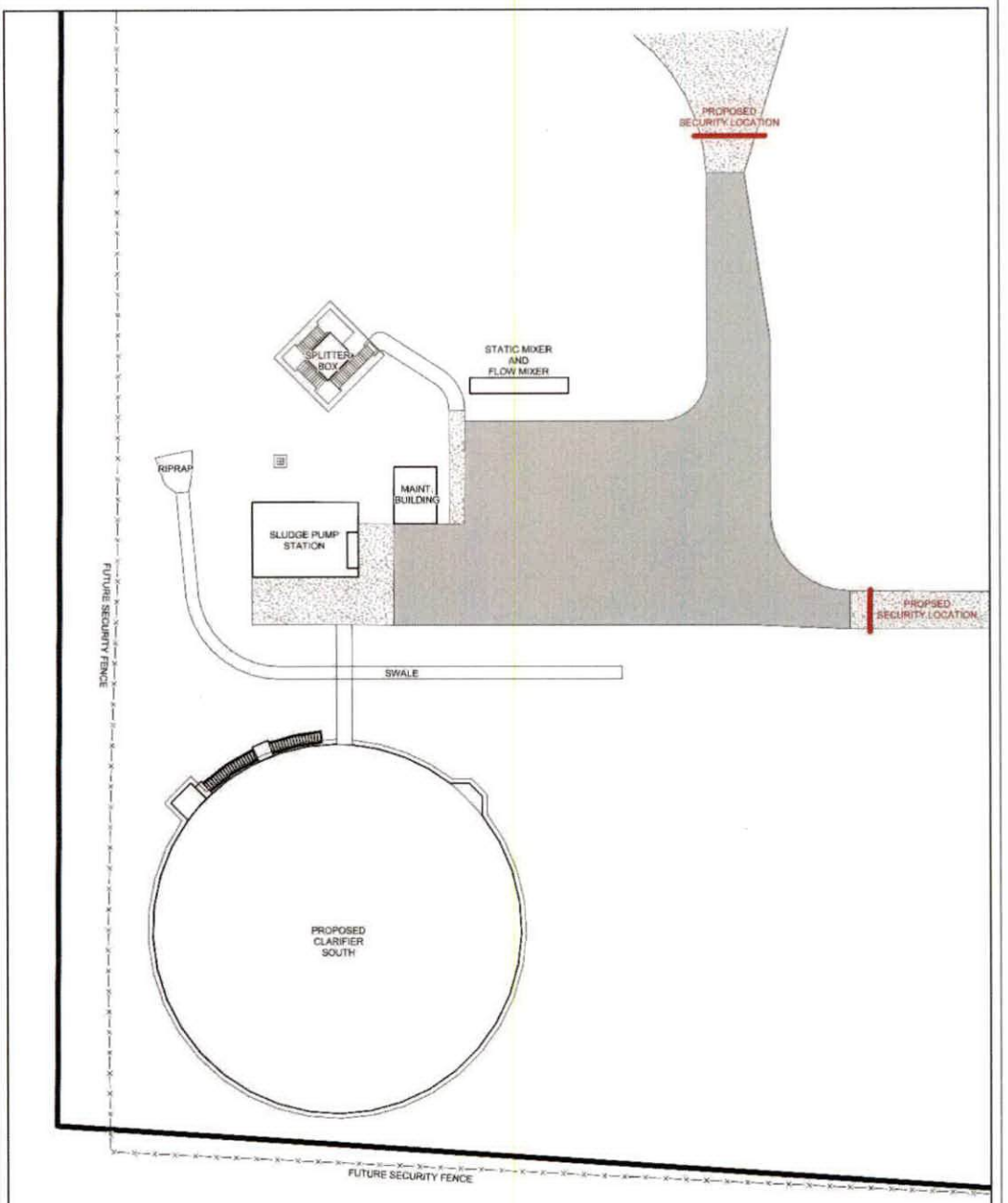
EXISTING SITE PLAN



The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER 11 DATE January 15, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER	11	DATE	January 15, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

O Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for
Property Located at 4800 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 17, 2026,** a public hearing will be held on the **21st** day of **April, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 4800 Moffett Road to allow multiple buildings on a single building site.

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

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

WHEREAS, a Planned Unit Development was approved on March 1, 2018, to allow multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements located at 4800 Moffett Road and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on December 12, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

- Total lot area in square feet and acres;
- The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
- Zoning district information;
- Parking layout and total number of spaces;
- Traffic circulation and access;
- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of April, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of March, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4800 Moffett Road.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **February 18, 2021**. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.** If approved, the modification will **allow construction of a new clarifier, pump station, and associated site improvements**, subject to the following proposed conditions: 1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include: a) Total lot area in square feet and acres; b) The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures; c) Zoning district information; d) Parking layout and total number of spaces; e) Traffic circulation and access; f) All streets along which the site has frontage, including existing rights-of-way; g) The site's legal description or recorded plat reference; h) A graphic scale and north arrow; and i) All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and 2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

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

WHEREAS, a Planned Unit Development was approved on **March 1, 2018, to allow multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements** located at **4800 Moffett Road** and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on **December 12, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **February 19, 2026**, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Adopted:

Lisa Lambert, City Clerk

The Board of Water and Sewer Commissioners of the City of Mobile
Lindsay Tucker, Garver, LLC, Agent
4800 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

March 10, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **February 19, 2026,** considered the request of **The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements,** for the property located at **4800 Moffett Road.**

After discussion it was decided to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

It should be noted that the applicant has submitted the requested site plan and AutoCAD (.dwg) file. Both have been reviewed by Planning and Zoning staff for approval, and the revised site plan is attached.

Copies of the application and reports are also attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003580-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

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

At its meeting on February 19, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

The advertising fee for this application based on the current legal description, is **$449.54.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.gov) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003580-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

After discussion The Planning Commission heldover the request to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

☐ **Terminating a Previously approved Planned Unit Development**
Checklist E

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

---

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

	Applicant	Agent (If Applicable)
Address:	Board of Water and Sewer Commissioners of the City of Mobile	11 N. Water Street, Suite 10290, Office 1080
Email:		[redacted]
Phone:	251.694.3100	
Email:	[redacted]	
Name:		Lindsay Tucker, PE

	Owner	Design Professional
Name:		Lindsay Tucker
Firm:	Mobile Area Water and Sewer System	Garver, LLC
Phone:	251.694.3100	251.895.7594
Email:	[redacted]	[redacted]
Address:	4725 Moffett Road, Mobile, AL	11 N. Water Street, Ste. 10290, Office 1080

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

4800 Moffett Rd., Mobile, AL 36618-2246 — Property Address

41.85 ac — Property Area (acres or square feet)

2801023000005XXX

Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/10/2025 Date

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

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

Lindsay Tucker — Applicant or Agent Signature

12/10/2025 — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

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

   The Stickney WTP Solids Handling Improvements project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

   Light Industry
   Future Land Use Map (FLUM) Designation

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

   The surrounding neighborhood is zoned as Low Density Residential. The purpose and ongoing operation of the site is to provide treatment of surface water for the production of clean potable water. The proposal and plan is compatible with this ongoing purpose and has been evaluated as necessary for its sustained longevity. The Owner has continued to make careful considerations to the health, safety, and comfort of the surrounding residents with regards to it's operation. The upgrades within this project proposal are intended by the Owner to maintain and provide these same considerations to the community and pro-actively communicate these developments.

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

   The Proposed developments would only upgrade the existing water treatment facility that exists on the property. The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less then 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

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

The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately

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

The existing site area landscaping and within the property consists of grass and several trees. The design requires that the contractor will restore any disturbed areas not developed, to the previous conditions. The existing screening for the site is planned to remain in it's current condition.

☐ Lighting:

Additional lighting will be provided at the proposed facility upgrades for worker safety and operation. This includes the staircase on the additional clarifier, the new pump station building, and in the vicinity of the splitter box. Additional lighting in the facility is intended to reduce light pollution and mitigate any disturbances to adjacent residential or property owners.

☐ Hours of operation:

The facility is staffed and operated 24 hours a day and 7 days a week as required by the Alabama Department of Environmental Management (ADEM).

☐ Other conditions that are unique to the use of the property:

The facility operates under ADEM Classification (Sect. 335-10-1) and is permitted to produce up to 60 MGD of potable water a day.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed project will mitigate and intends to minimize these elements that cause health, safety, environmental, or other disturbances through safe and ethical engineering design practices. Engineering design documents will require that the general contractor awarded the bid to construct the proposed upgrades, adhere to the standards outline in the engineering design drawings as well as the engineer design specifications. These contract documents are to be provided by Garver USA, LLC., under a licensed professional engineer(s) with the State of Alabama, and legally authorized to do business in the State and the City of Mobile.

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

The proposal for upgrades to the E.M. Stickney WTF, owned by MAWSS, are intended to continue service of potable water to the surrounding community and the general public. MAWSS serves the City of Mobile, parts of Mobile County and Semmes, Prichard, Chickasaw and Spanish Fort by providing potable water, of which Stickney WTF is a major contributor. The upgrades within this proposal are part of careful considered plans that identified the necessary measures MAWSS should incorporate. MAWSS and the design professional have endeavored to take every opportunity to make design choices that will increase the quality of life and the future of the community.

City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project MAWSS Stickney Water Treatment Plant Solids Upgrades

Address 4800 Moffett Road, Mobile, AL 36618

Owner Board of Water and Sewer Commissioners of the City of Mobile

Address PO Box 180249 Zip Code 36618

Phone 251.694.3100 Fax 251.281.2191 Email

Authorized Agent Doug Cote

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251.694.3100 Fax [redacted]

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer Garver, LLC

Address 11 N. Water Street, Suite 10290, Office 1080 Zip Code 36602

Phone 251.895.7584 Fax [redacted]

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Lindsay I. Tucker, PE

Signature Print

12/3/2025 Project Manager/Garver

Date Affiliation to project/Organization

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Douglas Cote/Director of Plant Operations, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Mobile Area Water and Sewer System*, a corporation for the property located within the city limits of Mobile, Alabama at 4800 Mofffett Road (E.M. Stickney Water Filtration Plant).

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.

Linddsay Tucker, P.E. of Garver USA Designee (1)	Designee (2)
[redacted] Email	Email
251-895-7594 Phone Number	Phone Number
Signature of Company Owner	12/3/2025 Date

11 North Water St.
Suite 10290, Office 1080
Mobile AL, 36602

[redacted]

MEMORANDUM

Date: December 10, 2025

To: City of Mobile, Planning and Zoning

From: Garver, LLC (on behalf of the Board of Water and Sewer Commissioners of the City of Mobile (MAWSS))

RE: Project Description and Justification of Request for the Stickney WTP Solids Upgrades
Garver Project No. W10-2501551

To Whom it may Concern,

Garver is submitting a request on behalf of MAWSS for Planning Approval of the described project. This project involves upgrades to the solids handling facilities at the E.M. Stickney Water Treatment Plant at 4800 Moffett Road. This project involves upgrades to the water plant's solids handling facilities and includes the construction of a new clarifier and pump station on the site as well as associated site improvements.

The Proposed developments will upgrade the existing water treatment facility that exists on the property. The upgrades include a new circular clarifier, a pump station building, and concrete splitter box for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less than 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

The Stickney WTP Solids Upgrades project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

Please don't hesitate to reach out to me with questions regarding this application.

Sincerely,

Lindsay T. Tucker, PE
Gulf Coast Team Leader
Garver, LLC

STICKNEY WTP SOLIDS UPGRADES

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

MOBILE AREA WATER & SEWER SYSTEM

90% DESIGN - NOT FOR CONSTRUCTION

BOARD OF DIRECTORS

BARBARA DRUMMOND
CHAIR

LINDA ST. JOHN
VICE CHAIR

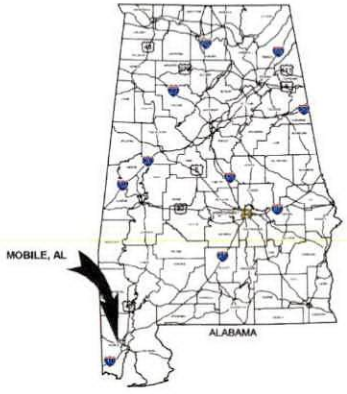
JAY W. WEBER
SECRETARY TREASURER
COMMISSIONER

THOMAS ZOGHBY
COMMISSIONER

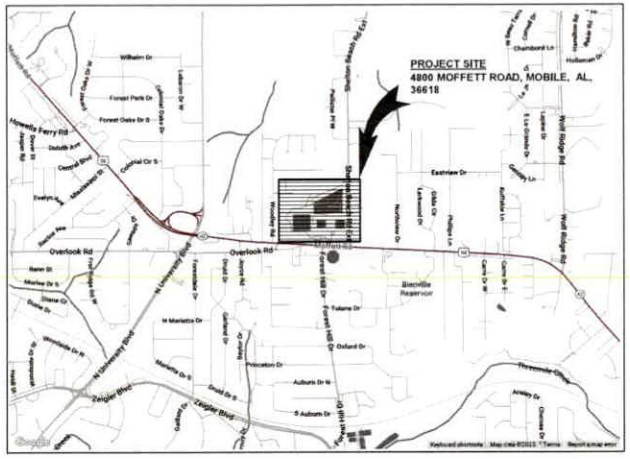
RAYMOND L. BELL JR.
COMMISSIONER

MARIA GONZALEZ
COMMISSIONER

JOHN C. WILLIAMS
COMMISSIONER



AREA MAP
NO SCALE



VICINITY MAP
NO SCALE

GARVER PROJECT NO. 2401551

NOVEMBER 2025

GARVER
11 N. Water Street
Suite 10290, Office 1080, Mobile, AL
(205) 443-3080

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REGISTRATION NO.
ECA500

90% DESIGN - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF LINDSAY I. TUCKER, P.E., AL 34144 ON NOVEMBER 6, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPO

REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, AL

STICKNEY WTP UPGRADES

COVER SHEET

JOB NO.: 2401551
DATE: NOV 2025
DESIGNED BY: JBR
DRAWN BY: SJB
CHECKED BY: LIT

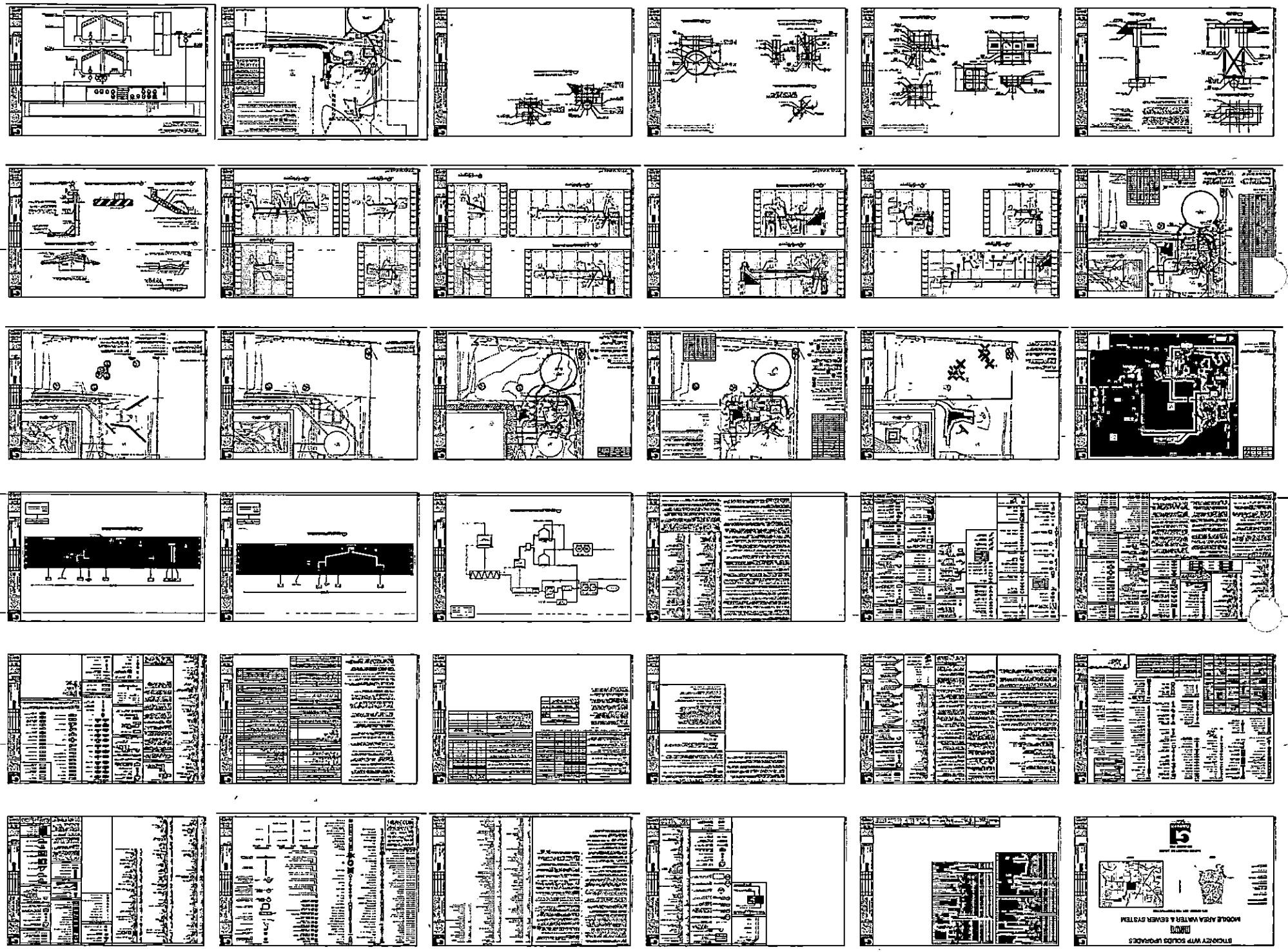
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

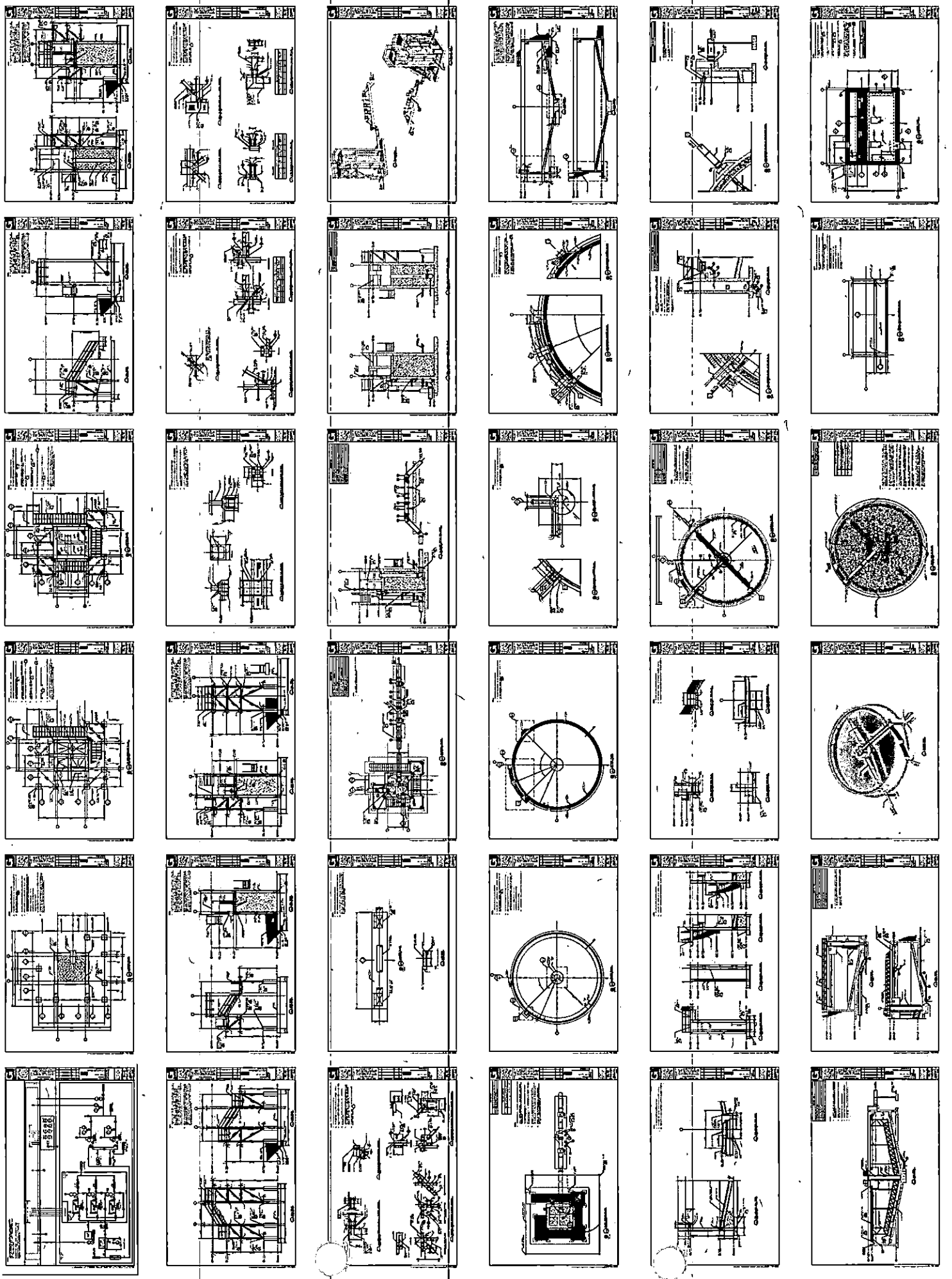
DRAWING NUMBER
01-G001

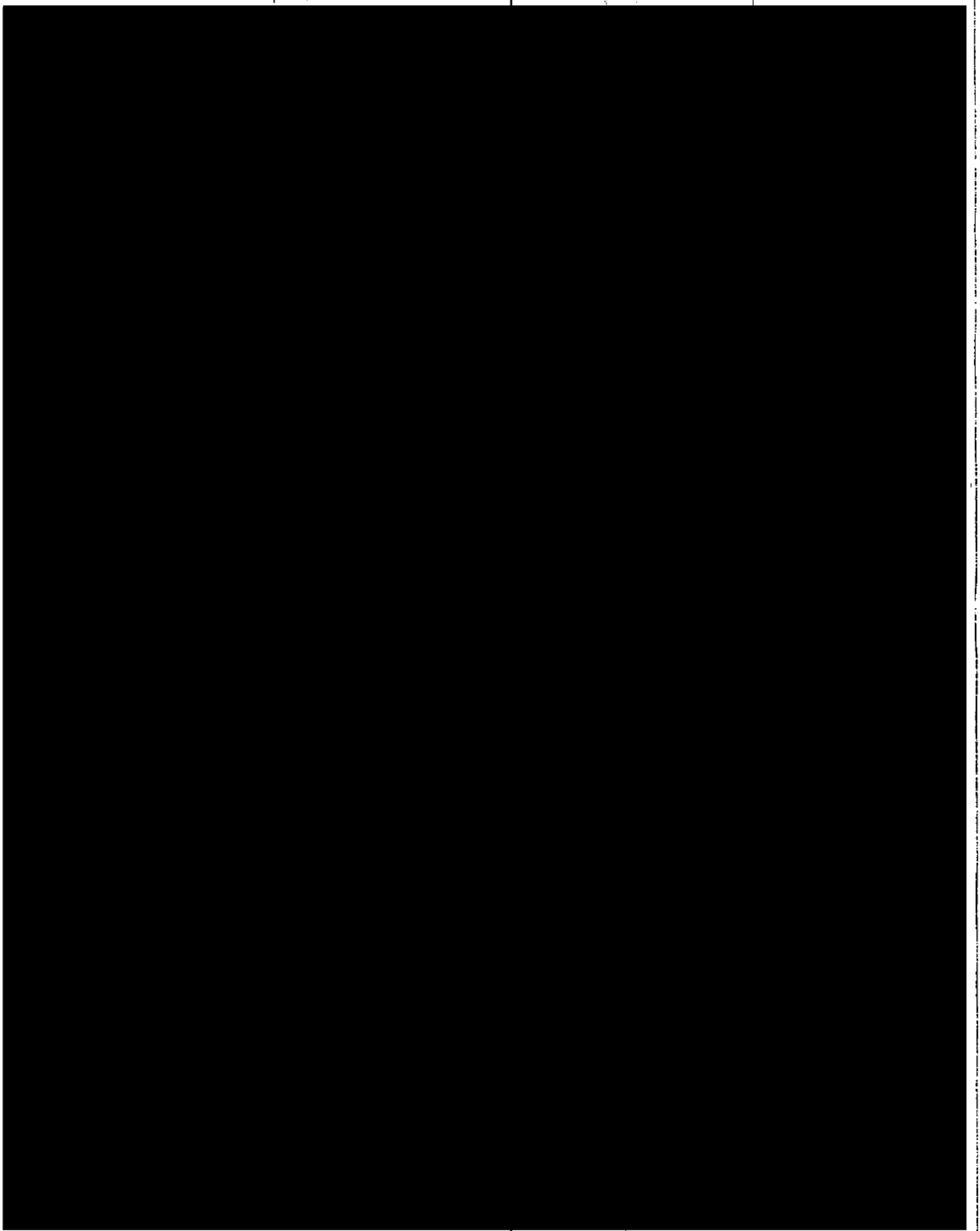
SHEET NUMBER **001**

Xref File: Autodesk Docs://2401551 - MAWSS Stickney WTP Solids Upgrades/2401551_01_GENERAL.rvt
Plot Date: 11/5/2025 3:52:23 PM

106 pages







AVERY 8160™

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Use Avery Template 5160

Étiquettes d'adresse Easy Peel®
Repliez à la hachure afin de révéler le rebord Pop-up

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

Planning Commission
February 19, 2026

Agenda Item # 1 - HOLDOVER

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

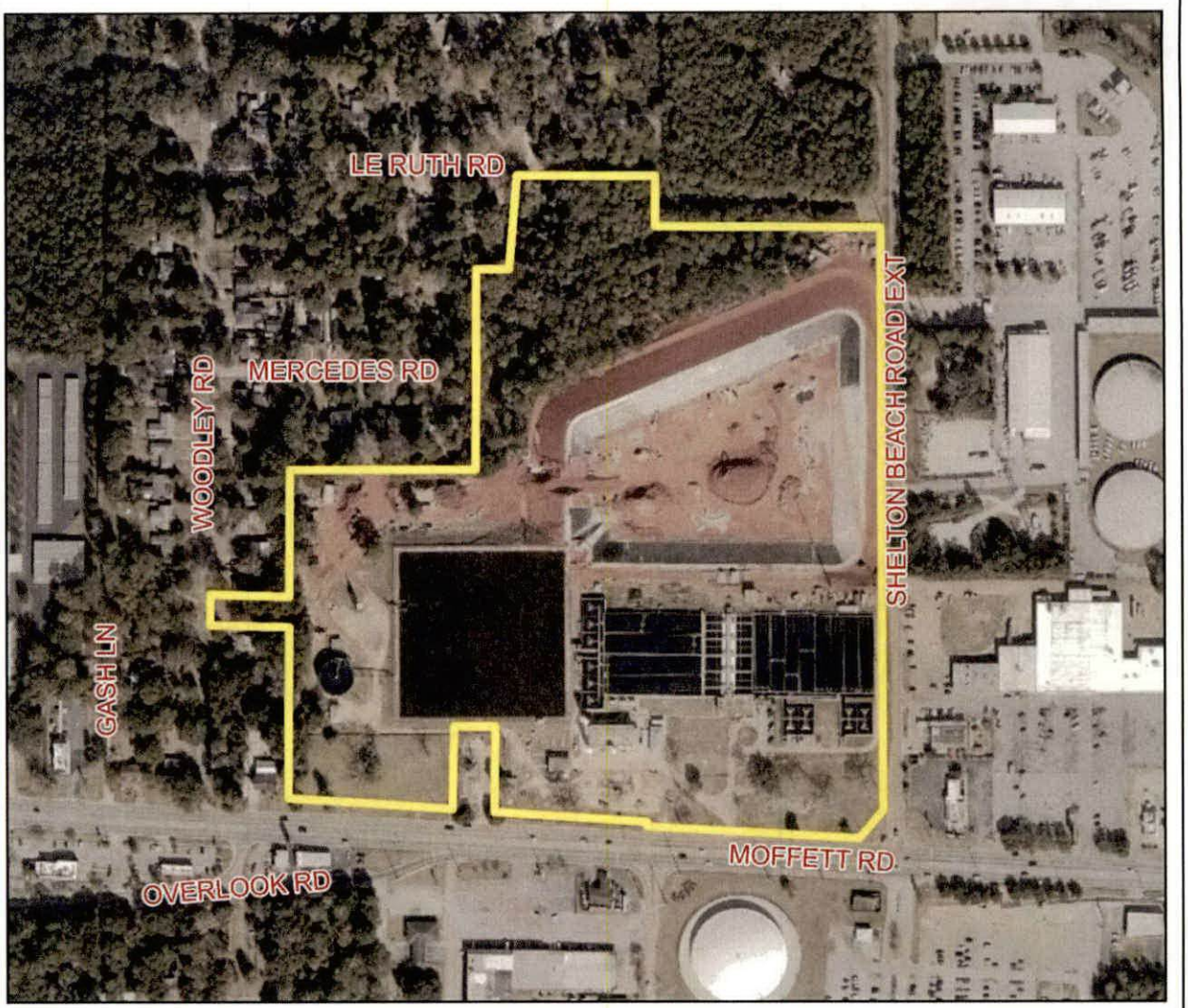
Considerations:

1. Modification of a previously approved Planning Approval with two (2) conditions.
2. Modification of a previously approved Planned Unit Development with two (2) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 4
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

HOLDOVER COMMENTS

The Planning Commission held over the request from the January 15 meeting to allow the applicant additional time to submit a revised site plan and an AutoCAD (.dwg) file meeting Planning and Zoning Department submittal standards. The revised site plan was required to depict all existing and proposed site improvements and include, at a minimum, lot area, building and structure footprints and square footage, zoning information, parking, traffic circulation, site frontage streets and rights-of-way, legal description or plat reference, graphic scale, north arrow, and required notes.

The applicant submitted a labeled aerial photograph showing the property boundary, proposed improvements, and traffic circulation. However, existing site improvements are not illustrated, and right-of-way information is provided only for Shelton Beach Road Extension and not for Moffett Road, Woodley Road, Mercedes Road, or Le Ruth Road. The total lot area and zoning district information are provided. A metes-and-bounds legal description is included and is acceptable, though a recorded plat reference may be substituted. A graphic scale, north arrow, and required notes have been provided.

GIS staff reviewed the submitted AutoCAD file and determined it is insufficient to detail all existing and proposed site improvements, consistent with deficiencies noted in the initial submittal.

Staff advised the applicant that the holdover was intended to allow submission of a complete, updated site plan reflecting the most recently approved plan with the proposed modifications. While the labeled aerial photograph is helpful for general orientation, it is not typically accepted for final approval.

Nevertheless, the Planning Commission may choose to approve the requests based on the information provided, subject to the subsequent submission of a complete site plan for both the Planning Approval and PUD modifications.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

If the Planning Commission considers approving the Major Planning Approval and Planned Unit Development (PUD) Modification requests, the following conditions should apply:

1. Submission of a revised site plan, prior to the applications being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). At a minimum, the site plan shall include:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning

district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and

to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

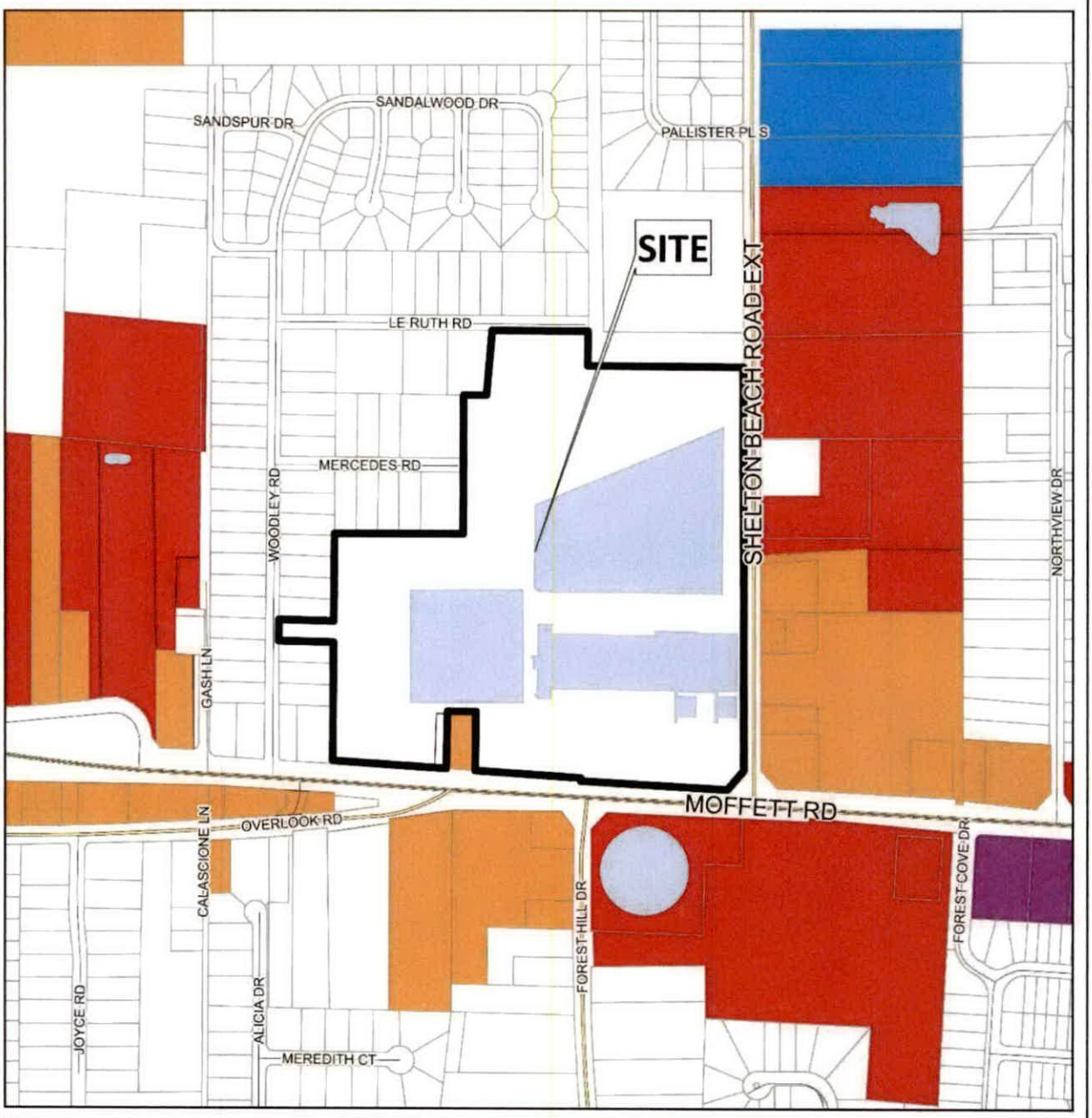
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

3. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
4. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE February 19, 2026

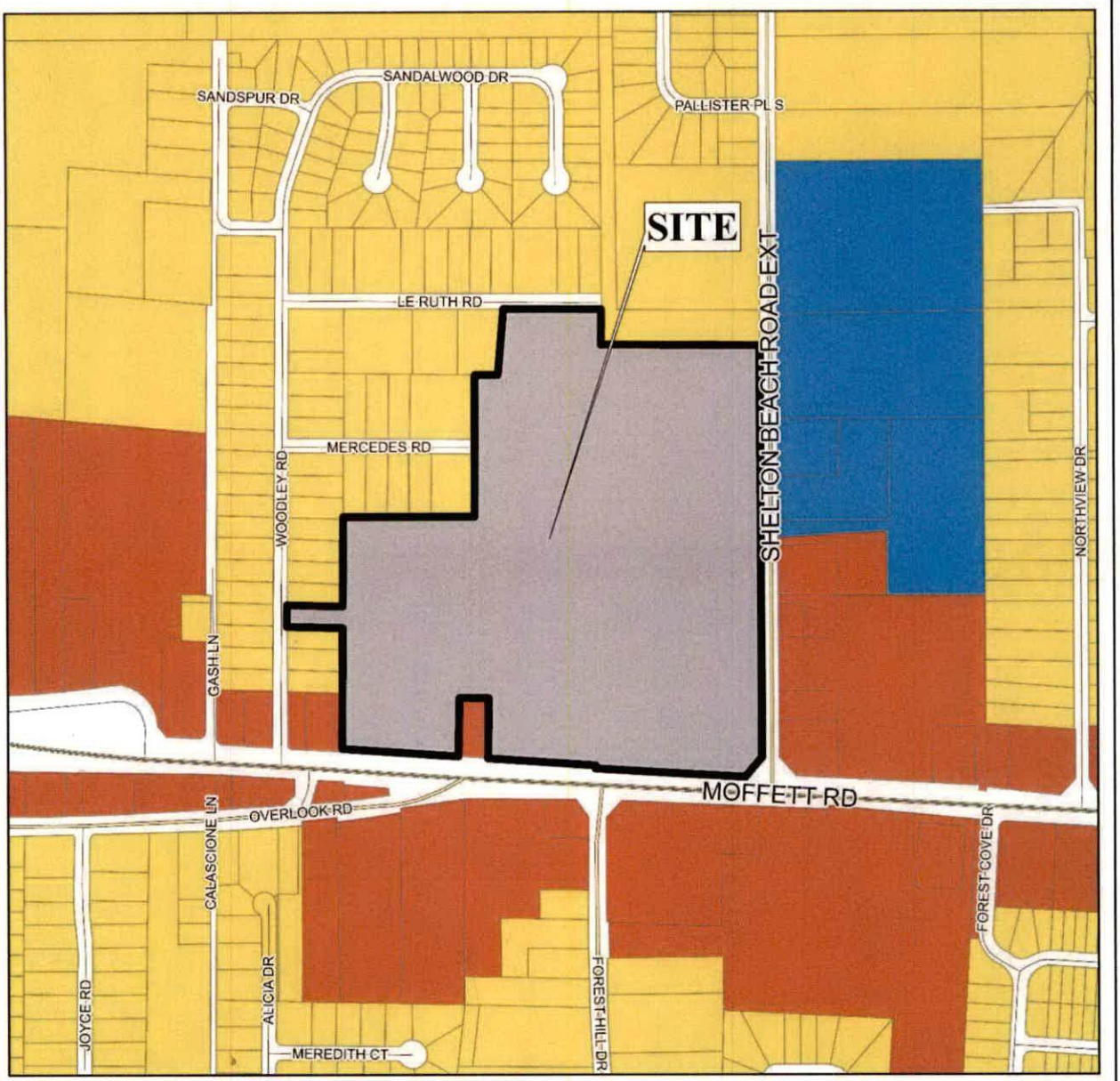
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

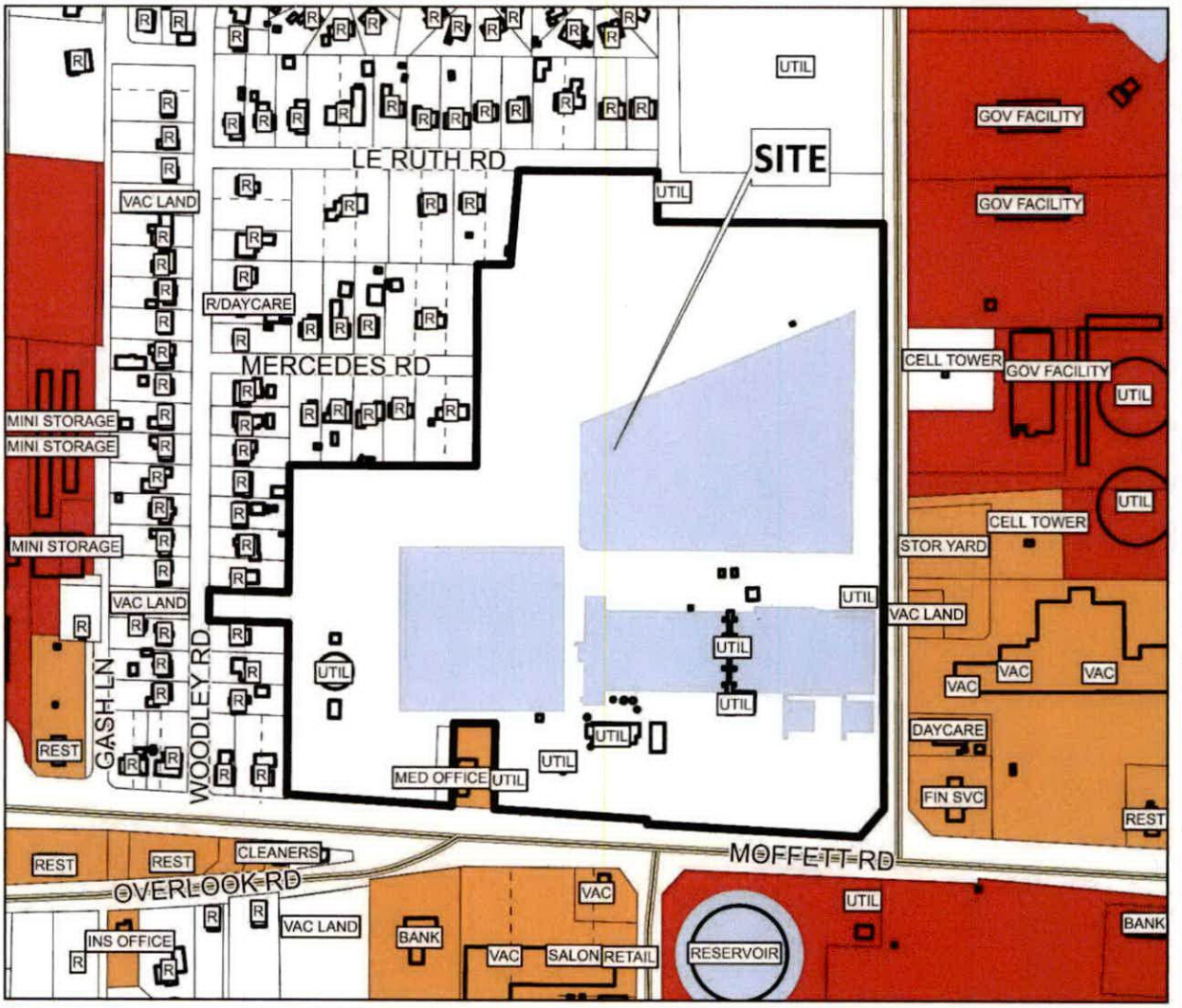
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

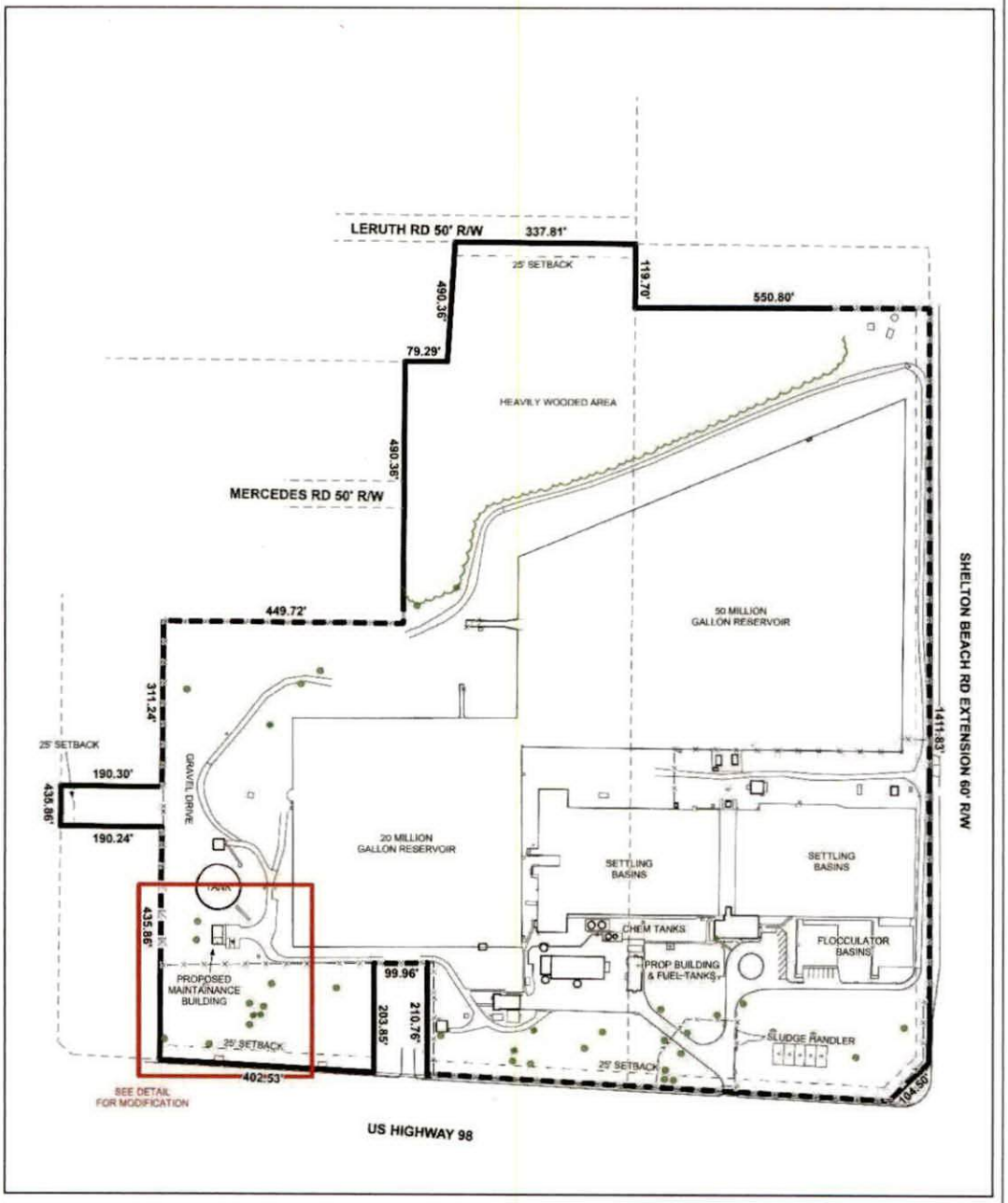
REQUEST PA Modification, PUD Modification

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

N

NTS

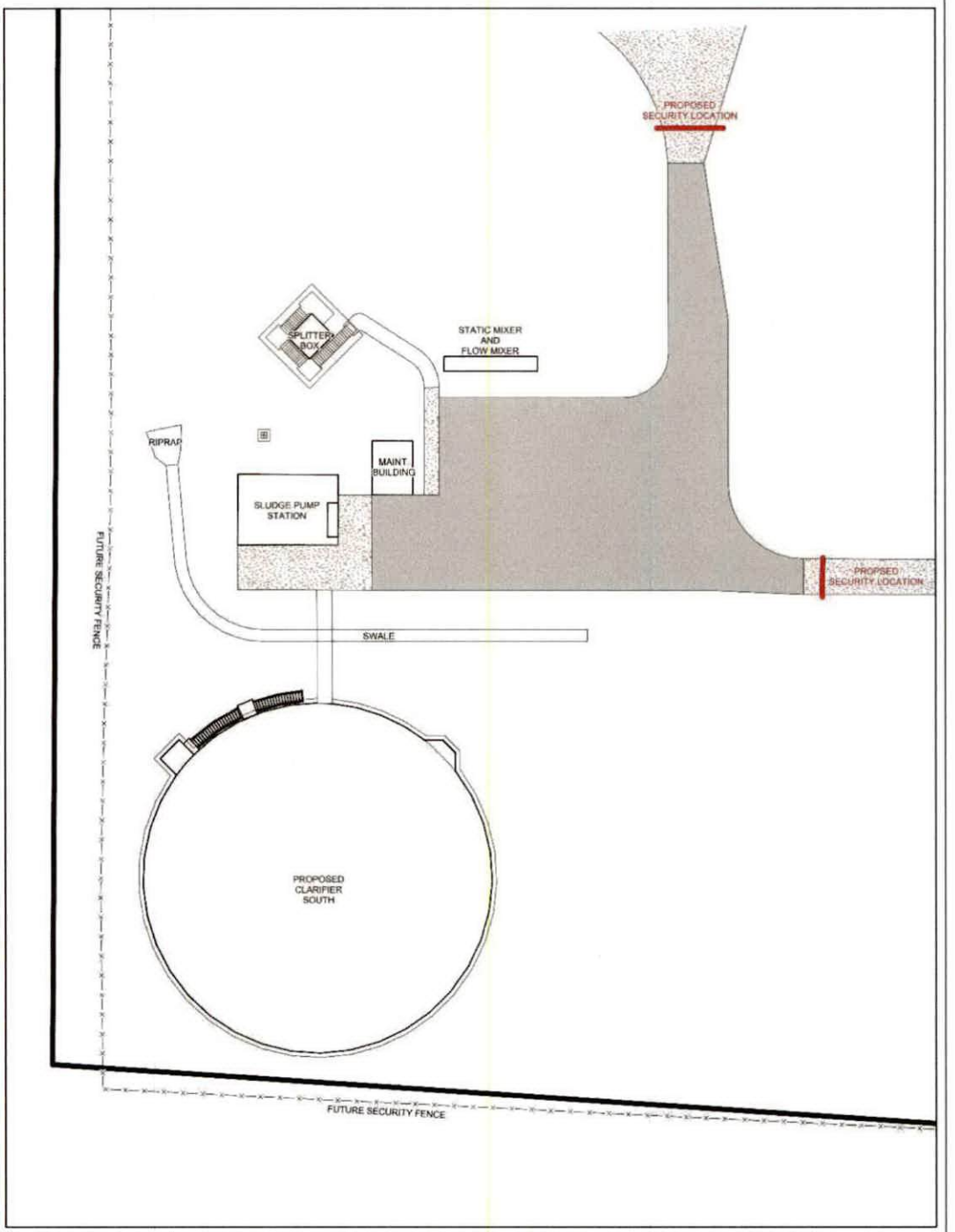
EXISTING SITE PLAN



The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

O Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









Planning Commission
January 15, 2026

Agenda Item # 11

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

Considerations:

1. Holdover.

Report Contents: **Page**

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Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development; and

b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

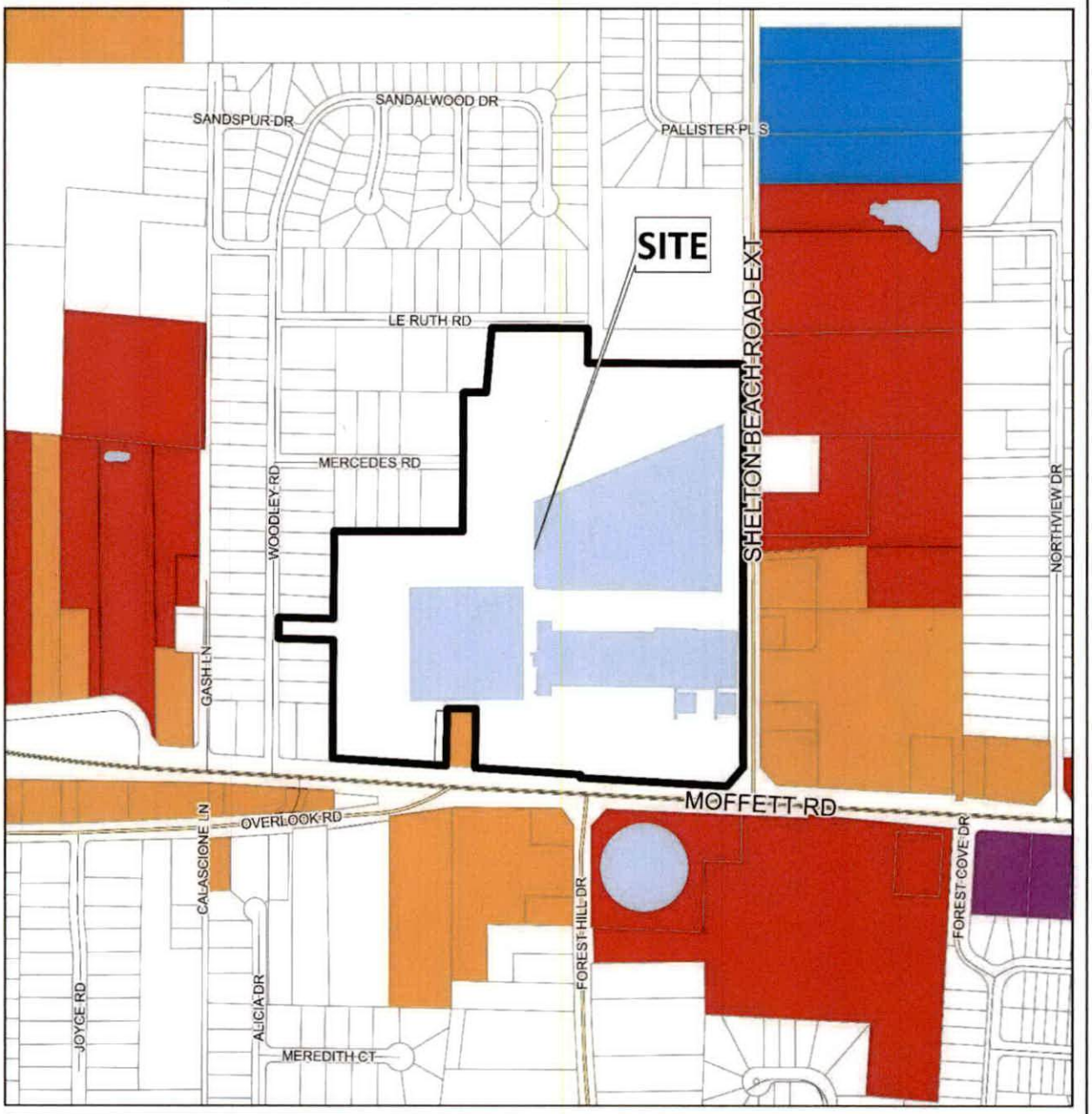
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE January 15, 2026

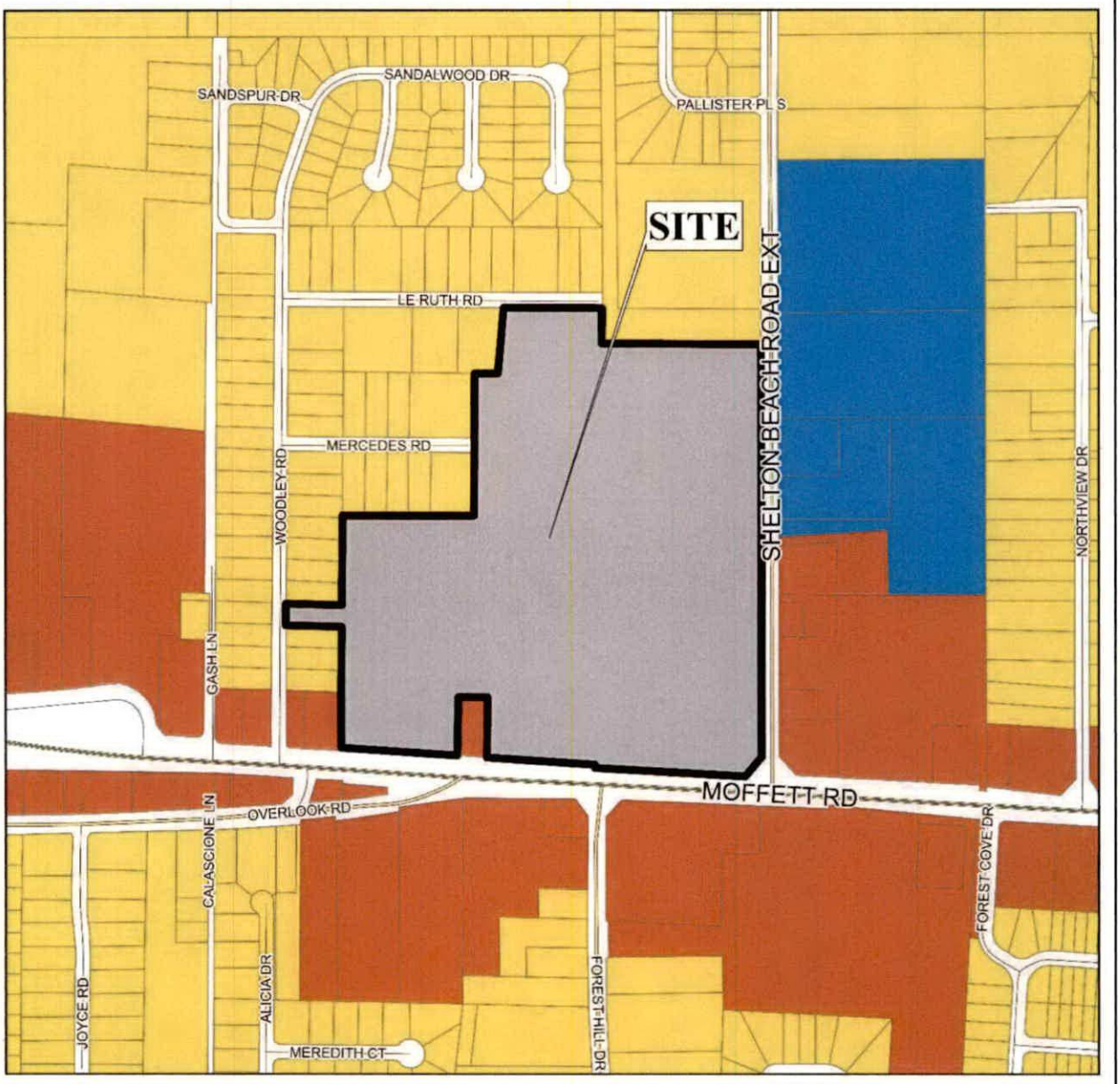
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

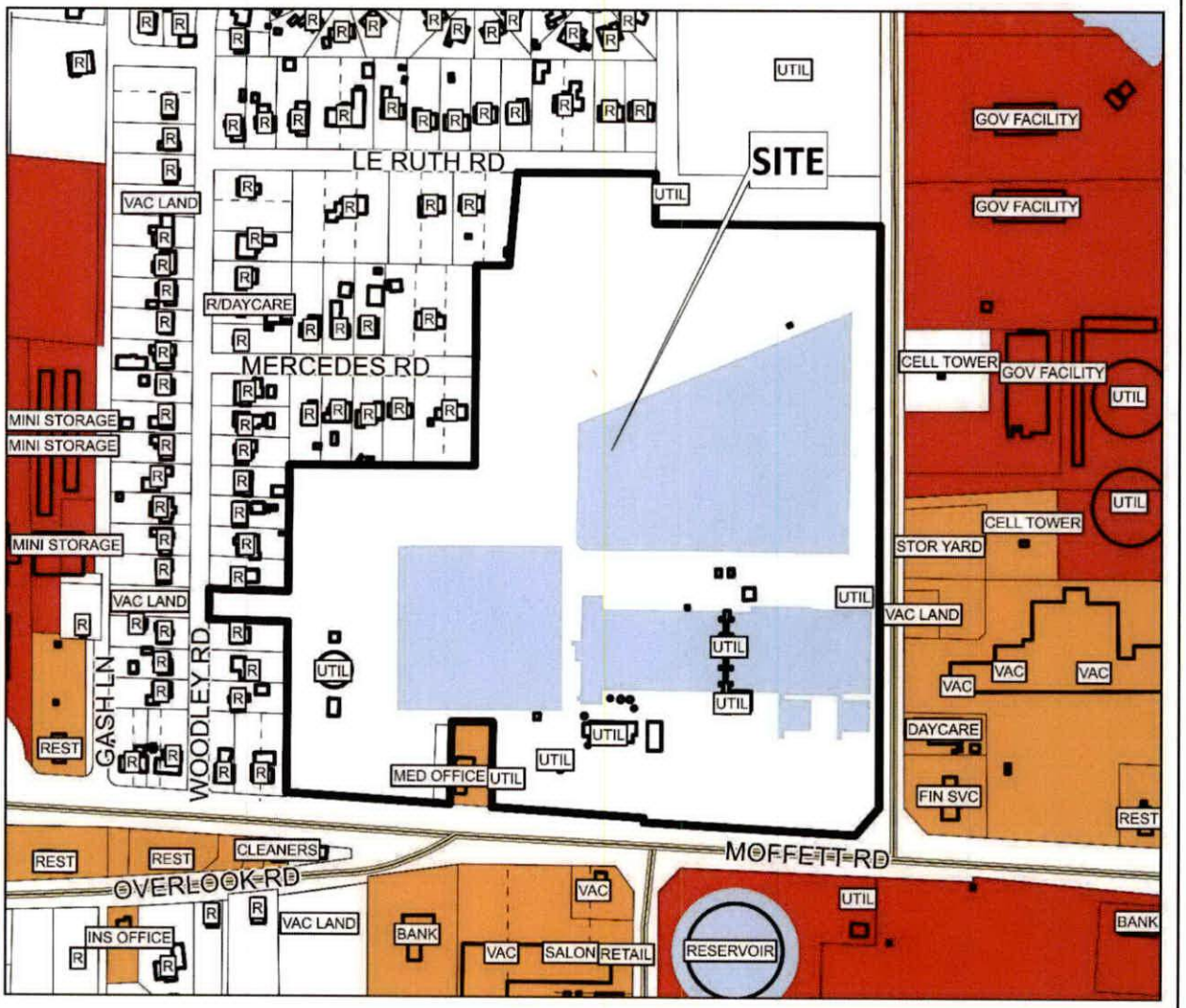
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

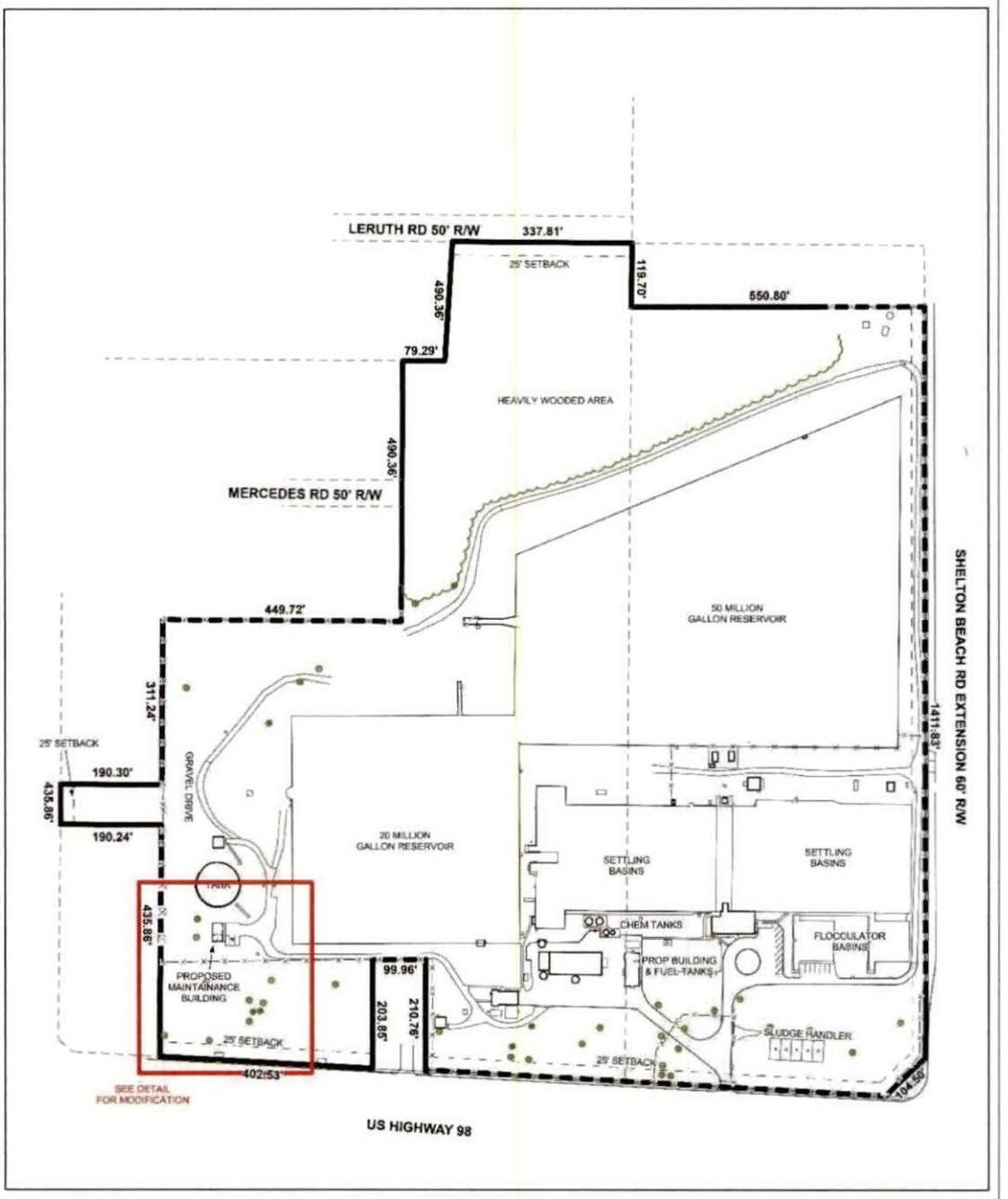
REQUEST PA Modification, PUD Modification

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

N

NTS

EXISTING SITE PLAN



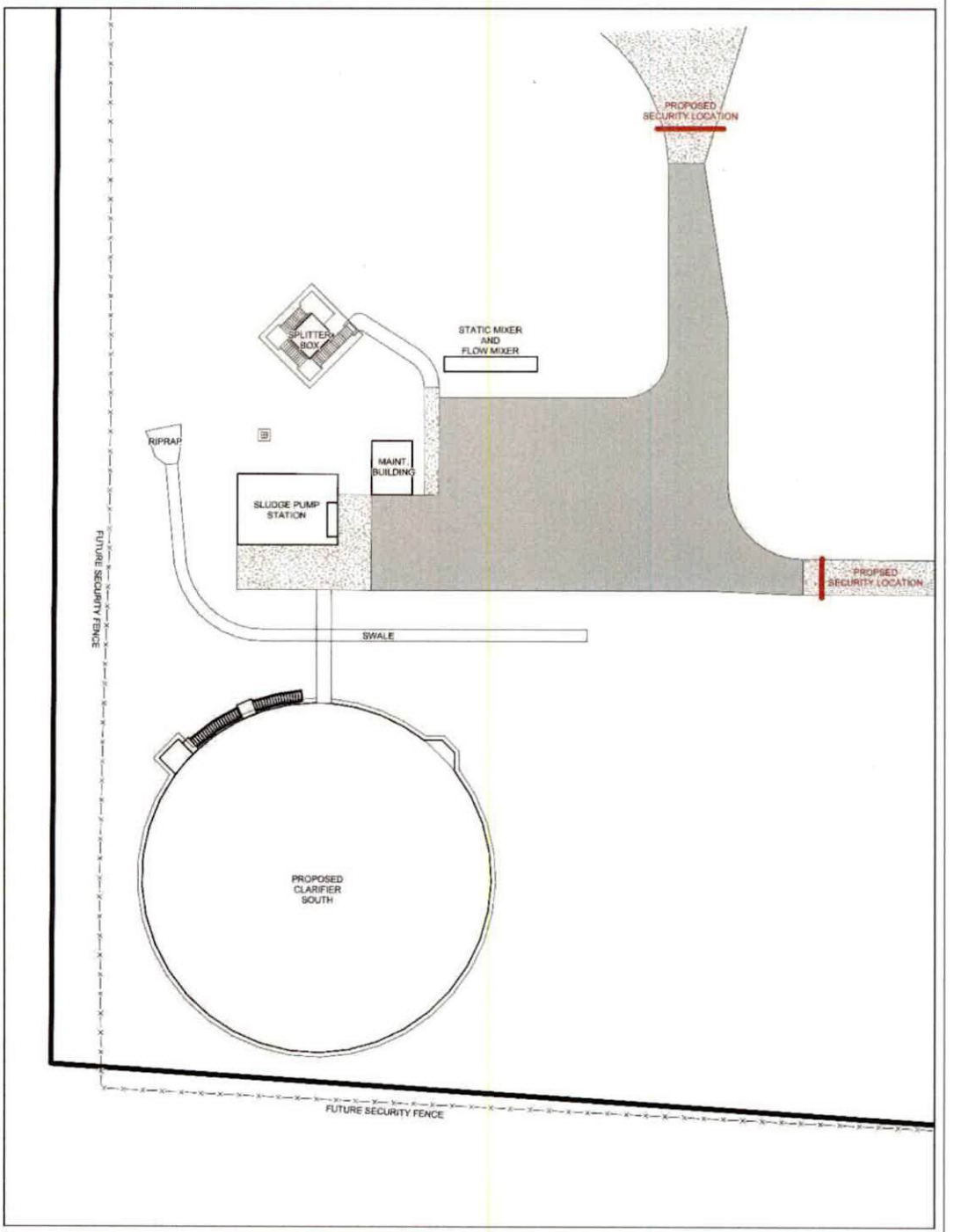
The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER	11	DATE	January 15, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER	11	DATE	January 15, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

O Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









Pafenbach, Lana

From: City Clerk
Sent: Wednesday, April 15, 2026 8:30 AM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

---

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, April 14, 2026 4:55 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Tyra Jackson
Date To Address Council: 2026-04-28
Address: 656 Momote Drive West Mobile 36609
Email: innergyinc@gmail.com
Phone: 251-455-6536
Subject And Specific Questions: Week long summer dance intensive for males and females ages 14-25 in June. We're the only intensive along the Gulf Coast providing an overnight experience.
Pertain To City Business: We're focusing on workforce readiness and preparing aspiring artists with careers and the arts.
Signature: Tyra Jackson
Signature Verify: X
Agree: X
Date Submitted: 2026-04-14 16:55:46

This submission was recieved from your website https://www.cityofmobile.gov/

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, April 15, 2026 8:30:23 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, April 14, 2026 6:40 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: John J Robb
Date To Address Council: 2026-04-21
Address: 308 Wacker Lane N
Email: john.robb102@yahoo.com
Phone: 2516059710
Subject And Specific Questions: 1)Airport Boulevard Median Replanting Phase 2 (Providence Drive to Schillinger Road) 2) Rename Airport Boulevard
Pertain To City Business: Beautification and health benefits of urban trees
Signature: John Robb
Signature Verify: X
Agree: X
Date Submitted: 2026-04-14 18:40:55

This submission was recieved from your website https://www.cityofmobile.gov/

Outlook

Fw: CityofMobile.org: Addressing City Council Submission

From City Clerk <cityclerk@cityofmobile.org>
Date Thu 4/16/2026 8:36 AM
To Pafenbach, Lana <lana.pafenbach@cityofmobile.gov>

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 16, 2026 4:31 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Estella Trotter
Date To Address Council: 2026-04-21
Address: Homeless
Email: f.trotter20@gmail.com
Phone: 2514552040
Subject And Specific Questions: City of Mobile failure to provide oversight and hold the Mobile housing Board/Mobile housing Authority accountable for violating tenants "Due Process Rights ".
Pertain To City Business: Federal mandates and laws were put in place many years to give the city power to protect these classes of people.
Signature: Estella Trotter
Signature Verify: X
Agree: X
Date Submitted: 2026-04-16 04:31:02

This submission was recieved from your website https://www.cityofmobile.gov/

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: 4/7 Agenda
Date: Thursday, April 16, 2026 1:58:52 PM

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, April 16, 2026 1:56 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: Re: 4/7 Agenda

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

Dear City Clerk's Office,

Greetings. I hope that this email finds you well. Please accept my formal request to be added to the upcoming Agenda (4/21/26). I shall follow-up on the matters I didn't have time to complete during the 4/14/26 meeting, pertaining to these specific concentrations:

* Rules
* Economic Development
* Public Safety

Thank you for ensuring that Mobilians may participate in this process. See you all on Tuesday!

Kindest Regards,

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

On Thu, Apr 9, 2026 at 1:58 PM RJHILL II <rhills4tf@gmail.com> wrote:

> Dear City Clerk's Office,
>
> Greetings! I hope that all is well. This is a formal request to be added to the upcoming Agenda (4/14/26). I shall continue the Presentation in reference to the following:
>
> * Rules
> * Economic Development
> * Public Safety
>
> Thank you for your attention to this matter and for a smooth transition with signing up to petition our local government. See you all on Tuesday.
>
> Kindest Regards,

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

On Thu, Apr 2, 2026 at 1:41 PM RJHILL II <rhills4tf@gmail.com> wrote:

> Dear City Clerk's Office,

Greetings! I hope that all is well. This is a formal request to be added to the upcoming Agenda. I shall address the following:

* Rules
* Economic Development
* Public Safety

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

Kindest Regards,

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

AN ORDINANCE TO AMEND CHAPTER SIX OF THE MOBILE CITY CODE

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

SECTION I: Chapter 6 of the Mobile City Code is hereby amended to read, in its entirety, as follows:

Chapter 6 AMBULANCES AND OTHER MEDICAL TRANSPORTATION[1]

ARTICLE I. IN GENERAL

Sec. 6-1. Purpose.

In order to lessen congestion caused by emergency vehicles on the public streets, to facilitate the prompt dispatch of emergency ambulances when needed to protect life and health, and to further promote health, safety and welfare of its citizens, it is hereby declared that the city designates the city fire department as the advanced life support/emergency ambulance provider for all 911 calls within the city limits pursuant to the procedures hereinafter stated. After careful consideration in order to lessen congestion by emergency vehicles on the public streets, to secure safety of pedestrians and vehicles using the public streets and thoroughfares, and additionally because the public necessity requires that such regulations be adopted to preserve and enforce the health, safety and welfare, and the good order and security of the city and its inhabitants, the rules and regulations of private ambulances and municipal emergency ambulances in the city as set out herein are hereby established by the city council exercising sound legislative judgement.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-2. Definitions.

For the purpose of this chapter, the following words, terms, phrases and their derivations shall have the meanings respectively ascribed thereto by this article:

---

[1]Editor's note(s)—Ord. No. 06-030-2022, adopted June 7, 2022, amended the Code by, in effect, repealing former ch. 6, §§ 6-1—6-9, 6-16—6-20, 6-31—6-37, 6-48—6-54, 6-66—6-77, 6-86, 6-87, and 6-89, and adding a new ch. 6. Former ch. 6 pertained to similar subject matter, and derived from Ord. No. 06-050, adopted July 23, 1991; Ord. No. 06-067, adopted September 1, 1992; Ord. No. 01-044, adopted July 6, 1993; Ord. No. 06-046, adopted July 6, 1993; Ord. No. 06-069, adopted October 25, 1994; Ord. No. 06-049, adopted September 26, 2000; Ord. No. 06-054, adopted October 1, 2002; Ord. No. 06-017-2005, adopted February 22, 2005; Ord. No. 06-036-2005, adopted April 26, 2005; Ord. No. 06-012-2007, adopted April 10, 2007; Ord. No. 06-049-2016, adopted September 27, 2016; and Ord. No. 06-028-2018, adopted October 9, 2018.

Cross reference(s)—Taxicabs, ch. 59; wrecker services and wrecker rotation list, ch. 63.

Advanced life support (ALS) shall mean the provision of life saving, stabilizing and supportive emergency medical procedures by firemedics and paramedics that are complex and invasive in nature.

Alabama Gulf Emergency Medical Services System Inc. (AGEMSS) shall mean the regional EMS committee as mandated by state law.

Ambulance shall mean any motor vehicle constructed, reconstructed, arranged, equipped or used for the purpose of transporting ill, sick, injured or individuals in need of or requesting medical attention.

Ambulance call shall mean the act of proceeding with an ambulance for the purpose of transporting any patient for compensation.

(1) *Emergency* shall mean a response to a call in which it is believed that the imminent loss of life or limb will result. To be accomplished with use of all warning devices and lights.

(2) *Urgent* shall mean a response to a call which does not require the use of all haste but does need to be achieved expeditiously. Warning devices may be used judiciously.

(3) *Nonemergency* shall mean a response that does not require the use of warning devices including, but not limited to interhospital transfers, discharges to home, visits to physicians' offices and the transport of the deceased patients to funeral homes.

Ambulance attendant shall mean any person licensed as an EMT who has the duty of performing or assisting in the performance of an ambulance call.

Basic life support (BLS) shall mean the provision of life saving, stabilizing and supportive emergency medical procedures by EMTs and firemedics that are simple and non-invasive in nature.

Certificate shall mean a certificate of public convenience and necessity.

City shall mean all areas within the corporate limits of the City of Mobile, Alabama.

City council shall mean the city council of the City of Mobile, Alabama.

Driver shall mean any EMT who drives or attempts to drive any ambulance and who is responsible for the safe transport of the patient and ambulance attendant(s) to and from emergency scenes and the hospital.

Emergency medical technician (EMT) shall mean ambulance personnel with current certification and licensure from the Alabama Department of Public Health as a basic or specially skilled emergency medical technician. This individual may also be referred to as an ambulance attendant.

Emergency physicians advisory board (EPAB) shall mean an advisory board established herein which will recommend medical protocols, regulations and performance standards related to the medical and clinical aspects of ambulance service in the city.

Emergency vehicle operator shall mean an ambulance driver with all of the following qualifications; (1) valid drivers license; (2) current emergency vehicle operations certificate from an approved course, maintained at all times in the emergency medical provider service's employee file; (3) current approved CPR card; (4) certificate of completion from a Department of Transportation Emergency Medical Responder Curriculum Course, or from the Alabama Fire College Emergency Care Provider Course.

EMS dispatch center shall mean the central communications center from which all E-911 dispatches originate.

EPAB director shall mean the licensed physician appointed by the EPAB to serve as administrative officer in carrying out the duties and powers of the EPAB.

Fire chief shall mean the chief of the fire department of the City of Mobile, Alabama or his or her duly authorized representative.

Fire department shall mean the fire department of the City of Mobile, Alabama.

Firemedic shall mean an EMT-P/firefighter employed by the fire department.

Firemedic ambulance shall mean any motor vehicle operated by the city fire department that meets the criteria for advanced life support/emergency ambulance.

Interfacility emergency ALS transfer shall mean the transfer of a patient requiring advanced paramedic skill such as the administration of TPA from one facility to another where more advanced procedures are to be performed.

Medical control, off-line shall mean a physician holding a current license from the state medical license commissioner, who provides medical guidance and who oversees and provides quality assurance and medical liaison for an emergency medical service.

Medical control, on-line shall mean direction given ambulance personnel by a base station physician through direct voice contact, with or without vital signs and/or telemetry, as required by applicable medical protocols.

Medical control physician shall mean a physician licensed to practice medicine in the state, knowledgeable in the applicable medical protocols, radio procedure and general operating policies of the Southwest Alabama Regional Emergency Medical Services Region, the city and the state department of public health and a person from whom ambulance personnel shall, subject to the provisions of this code take medical direction in person, by radio, or by remote communications device.

Medical protocol shall mean any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the EPAB and approved by the state EMS committee as the normal standard of pre-hospital care for a given clinical condition.

Medical review shall mean a monthly review of ambulance reports and procedures by the offline medical control for quality assurance purposes.

Mutual aid call shall mean a request for emergency ambulance service issued by an ambulance dispatcher in one political jurisdiction to an ambulance dispatcher or ambulance crew in a neighboring political jurisdiction.

Owner shall mean a person or entity engaged in business as the owner, manager, officer or proprietor of a company, firm or organization providing private ambulance service within the city.

Paramedic shall mean a person licensed by the state as an emergency medical technician paramedic.

Private ambulance shall mean any motor vehicle meeting the criteria designated by this chapter for ambulances which are owned and operated by a company or corporation doing business within the city.

State shall mean the State of Alabama.

State EMS committee shall mean the committee appointed by the state department of public health for the purpose of regulating emergency medical services in the state.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-3. Penalty.

(a) Any person who violates any of the provisions of this chapter, chapter 6 of the city Code, shall be punished as prescribed in chapter 1, article II, division 2, section 1-31 et seq., city Code

(b) Each violation of this chapter shall constitute a separate offense. Continuing violations of this chapter shall constitute a separate offense each day the violation is in existence.

(c) This section shall not serve to limit any other remedies available to the city in law or equity.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-4. Other state laws and regulations.

No portion of this chapter shall be construed in such a manner which is inconsistent with any federal, state or local law or regulations.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-5. Certificate, permits and fees required.

No company shall operate an ambulance for hire on any street of the city without first having obtained from the city council a certificate declaring that the public convenience and necessity require such an operation, except as provided herein. No person shall operate an ambulance for hire on any street of the city without having first obtained a business license from the city revenue department. All certificates and permits which are issued pursuant to the provisions of this chapter are nontransferable. Any company lawfully operating an ambulance for hire service within the city, with the city's authorization, on the effective date of this amendment shall automatically be issued a certificate on the effective date of this amendment. Nothing herein shall relieve the obligation of any ambulance company issued a certificate on the effective date of this ordinance from the company's obligation to seek renewal of the certificate upon the expiration of the certificate as set forth in Division 1.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-6. Governmental ambulance exemptions.

All ambulances owned and operated by governmental entities, such as the city, the county and the state, including state subdivisions or instrumentalities, shall be exempt from the certificate, permit, business license and fee requirements of this chapter, but not from the vehicle safety and personnel training requirements herein. This exemption applies to any subdivision or instrumentality of the State of Alabama that provides patient transport between facilities it owns and operates within the city limits. In the event that other ambulance for hire services are unavailable for a period exceeding sixty (60) minutes, government-owned and operated ambulances that meet all applicable state licensure, staffing, and operational requirements may transport patients to any medically appropriate destination. Specialty ambulances solely for the purposes of neonatal and pediatric transports owned by governmental entities are exempted. Exempted entities are still required to comply with the reporting requirements of the city fire department's Private Ambulance Service Policy, Policy 3080.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-7. Firemedic ambulance service.

(a) The fire department will determine the patient category of all individuals at the time of response based upon medical protocol.

(b) The fire department shall provide emergency medical treatment and transportation with regard to the patient and shall not refuse transport of any patient requiring category I (ALS/emergency) treatment to a hospital within the city; regardless of the patient's insurance status or ability to pay.

(c) The fire department will dispatch ambulance services to respond to category II (BLS/urgent) calls on a rotating basis.

(d) The fire department will direct callers with category III (non-emergency) to alternative forms of transportation.

(e) A firemedic ambulance may transport any patient from a special event as deemed appropriate by the firemedic and/or on-line medical control, regardless of the patient's transport category. The fee for the transport will be charged to the patient.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-8. Private ambulance ALS—Duties and responsibilities.

Private ambulance services within the city shall have the following ALS/emergency duties and responsibilities:

(1) Comply with the requirements of all directives, rules and protocols approved or recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, and any other applicable city, state, and federal protocols, regulations, rules and statutes.

(2) Comply with the city fire department's policies, including all requirements for responding to BLS calls from the city dispatcher.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-9. Unlawful operation and prohibited acts.

(a) It shall be unlawful for any person to intentionally or knowingly:

(1) Follow any police car or fire apparatus which is traveling in response to an emergency call on the streets of the city or to follow any ambulance to or near the scene or an emergency call on the streets of the city.

(2) Solicit on the streets of the city the business of transporting injured or sick persons. This prohibition shall not be construed to prohibit lawful advertisements.

(3) All persons and entities are prohibited from using, disclosing, publishing, or acting upon the existence, contents, substance, purpose, or meaning of any communication concerning traffic accidents or emergency incidents transmitted by or between law enforcement, fire department, emergency dispatch, or other public safety personnel, for the purpose of soliciting business, obtaining patients, securing service contracts, or otherwise deriving any financial or commercial benefit for themselves or another.

In addition, no person or entity shall disclose, publish, or use any personally identifying, medical, or other private information concerning any individual involved in an emergency incident that is obtained through such communications.

Nothing herein shall prohibit any person from lawfully monitoring or receiving publicly accessible emergency service communications, or from reporting or discussing the general occurrence of traffic accidents, fires, or other emergency incidents.

(4) Use a uniform, insignia, badge, title, identification card or vehicle marking that so closely resembles or mimics those of the fire department as to confuse the public.

(5) Own or cause to be operated an ambulance on any street of the city without first having obtained a permit thereof in accordance with this chapter or unless exempted therefrom by the provisions of this chapter.

(6) Request the services of any ambulance which is not licensed or permitted in accordance with the provisions of this chapter or exempted therefrom by the provision of this chapter.

(7) Perform duties as an ambulance attendant (EMT, A-EMT, or paramedic) without an active Alabama license from the Alabama Department of Public Health.

(8) Give false information to induce the dispatch of an ambulance.

(9) Own or cause to be operated an ambulance on any street of the city without complying with the ambulance service policy of the fire department, including requirements to respond to BLS calls from the city dispatcher. (Ord. No. 06-030-2022, § I, 6-7-22)

Secs. 6-10 Emergency Authority to Deploy Ambulance and EMS Resources

The purpose of this Section is to protect life and public safety by authorizing rapid deployment of emergency medical services resources during major emergencies, disasters, or mass-casualty incidents occurring within or affecting the city.

(a) The fire chief, or the chief's designee in the chain of command, is hereby authorized to request, activate, and deploy licensed ambulance services and emergency medical services providers when, in the fire chief's judgment, such action is reasonably necessary to respond to:

(1) Natural disasters, including but not limited to hurricanes, tornadoes, floods, or severe storms;

(2) Mass-casualty incidents, including but not limited to mass shootings, large fires, structural collapses, hazardous materials incidents, or transportation accidents involving multiple victims;

(3) Public health or safety emergencies resulting in a need for medical surge capacity; or

(4) Any other large-scale emergency posing an immediate threat to life requiring resources beyond the city's routinely available EMS capabilities.

(b) Upon activation under this Ordinance, the fire chief may:

(1) Request assistance from licensed ambulance services and EMS providers operating within or outside the city;

(2) Coordinate with county, regional, or state emergency management and EMS agencies;

(3) Direct staging locations, patient distribution, and operational assignments consistent with applicable medical control and incident command protocols; and

(4) Integrate responding EMS resources into the incident command structure.

(c) All responding EMS personnel shall operate within their Alabama scope of practice and in accordance with all directives, rules and protocols approved or recognized by the Alabama Department of Public Health, Office of Emergency Medical Services.

(d) Nothing in this Ordinance shall prohibit an ambulance service or EMS provider from billing patients, insurers, or other responsible payors in the ordinary course of business for medically necessary services rendered during an activation, unless otherwise governed by mutual aid agreement or separate contract with the city. The city shall not be responsible for compensation unless a written agreement, mutual aid agreement, or contract provides otherwise.

Secs. 6-11 Special events.

Sponsors/planners of special events to be held in the city limits with an attendance of five thousand (5,000) or more, must submit an application with the City of Mobile Events Department. The event sponsor/planner shall be responsible for paying the cost for MFRD personnel at a rate prescribed in the City of Mobile Event Services Guide, plus any additional fees incurred by the fire department. The fire department may at its discretion adjust this rate to cover increases, if any, in costs and may, in addition, adjust its fees based on costs

incurred for the special event. Payment arrangements for any special events coverage shall be made as prescribed in the City of Mobile Event Services Guide

For events that are partially sponsored by the city in conjunction with other entities, the other entities shall be responsible for reimbursing the city personnel overtime cost for each individual MFRD employee working the event for the total number of hours worked including pre-event briefings and post event debriefings. Notwithstanding the foregoing, the requirements of this section shall not apply to any special event held on property owned or operated by the State of Alabama, including events hosted by public institutions of higher education.

6-12—6-30. Reserved.

ARTICLE II. PERMITS AND CERTIFICATES

DIVISION 1. GENERALLY

Sec. 6-31. When certificates not needed.

No certificate of public convenience and necessity shall be required for any person operating emergency ambulance or other vehicles under the following conditions:

(1) Rendering assistance during any catastrophe or major emergency when the ambulances authorized to operate in the city by certificate are either insufficient in number, or inadequate for any other reason, as determined by the fire chief or fire dispatch center;

(2) Operating an ambulance brought in solely for the purpose of a drill or training exercise;

(3) Operating any ambulance rendering requested assistance currently authorized by the city in cases of disaster or major emergency pursuant to provisions of a mutual aid agreement approved by the city.

(4) Traveling through the city, or the transporting of patients who are picked up beyond the limits of the city to locations within the city and returning those patients to their point of pickup.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-32. Application for certificate of public convenience and necessity.

Applications for a certificate of public convenience and necessity for the operation of an ambulance within the city shall be in writing, signed and sworn to by the applicant, and shall be filed with the fire chief of the city or his/her duly authorized representative. The application shall be on a form prescribed by the fire chief and shall contain at least the following:

(1) The name and address of the applicant and the trade name under which the applicant does or proposes to do business; if the applicant is an individual, the name, age and address of the applicant and the length of time the applicant has resided in the city; or if a partnership or association, the business name thereof and the name, age and address of each partner and the length of time each partner has resided in the city; or if a corporation, the names and addresses of all officers and directors of such corporation.

(2) The number of vehicles the applicant desires to operate and the class, size, design and color scheme of each vehicle.

(3) Whether or not the applicant has ever been convicted of any crimes directly or indirectly related to the duties and responsibilities of operating ambulances.

(4) Whether or not the applicant, his/her or its associates or employees have any claims or judgments against them for damages resulting from the negligent operation of an ambulance, or any other vehicle.

(5) The financial ability of the applicant to comply with the provisions of the chapter.

(6) The nature and character of the service that the applicant proposes to render; the facts showing the demand for such service; the experience that the applicant has had in rendering such service and the period of time, if any, that he or it has rendered it in the city.

(7) Documentation from the applicant's insurance carrier, stating that the insurance required hereunder is available to the applicant and that such coverage is or will be provided prior to the issuance by the fire chief of the certificate to operate hereunder, naming the City as an additional insured.

(8) Agreement to comply with the ambulance service policy of the city fire department including all requirements for responding to BLS calls from the city dispatcher.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-33. Investigation of applications.

Upon receipt of a properly filed application for a private ambulance service certificate of public convenience and necessity the fire chief shall cause an investigation to be made of the information provided in the application to determine if it is accurate and complete.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-34. Public hearings upon the public convenience and necessity of issuing such certificate.

(a) Upon receipt of the written investigative report provided for in section 6-33, the council shall schedule a public hearing by resolution. Notice of such public hearing by the council shall be given by publishing said notice once in a newspaper of general circulation within the city at least ten (10) days prior to the date set for such hearing. The purpose of such public hearing shall be to determine, among other things, the following:

(1) Whether or not the public convenience and necessity require the operation of such ambulance or ambulances;

(2) Whether the applicant will be able to provide ambulance service of such permanence and quality as to best serve the public interest;

(3) The experience that the applicant has had in rendering ambulance service;

(4) The past experience of the applicant in satisfying judgments, if any, to claimants as a result of injuries received by reason of negligent operation of the ambulance;

(5) The financial ability of the applicant to respond to damages to property resulting from the negligent operation of an ambulance;

(6) The character and condition of the ambulance(s) and capabilities of ambulance attendant personnel to be used by the proposed ambulance business.

(b) In the event the city council finds that the public convenience and necessity require the issuance of such a certificate and that the applicant meets the required qualifications and will be able to give proper and adequate service in the best interest of the inhabitants of the city, the mayor shall direct the fire chief to issue a certificate of public convenience and necessity to the applicant; said certificate of public convenience and necessity shall state any restrictions mandated by the city council, including but not limited to time periods and number of authorized ambulances.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-35. Form, contents, and issuance of certificate.

(a) Every certificate issued hereunder shall be authorized by the city council and the mayor, signed by the fire chief, and attested by the city clerk and shall contain, in addition to the name and address of the applicant, the number of vehicles authorized to be operated pursuant to such certificate along with any time limits which may be applicable.

(b) The fire chief, upon receiving direction from the mayor to issue a certificate to an applicant for the operation of ambulances hereunder, shall issue such certificate to the applicant. A copy of every certificate issued shall be filed with and maintained by the fire department and the city clerk's office.

(c) The term of a certificate will be up to ten (10) years.

(d) A certificate may be renewed by following the application procedures in this division 1, provided the fire chief may waive investigation under section 6-33.

(e) Any provider with an approved certificate wishing to stop providing services within the City of Mobile must provide 30 days written notice to the Fire Chief

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-36. Causes of revocation, alteration or suspension of certificate or permit.

Every certificate or ambulance permit issued hereunder shall be subject to revocation, alteration or suspension by the city if any of the following conditions should occur:

(1) The public convenience and necessity no longer warrant such operation;

(2) The owner has refused to render the full service authorized by his/her/its certificate;

(3) The owner has been convicted of a crime which directly relates to the duties and responsibilities of the certified occupation;

(4) The certificate was obtained by an application in which any material fact was intentionally omitted or falsely stated;

(5) The owner has persisted in permitting his/her/its motor vehicles to be operated in violation of any law;

(6) The owner has willfully and knowingly violated or failed to comply with any of the provisions hereof;

(7) The owner or his/her/its agent has, without good cause, induced or sought to induce a change of destination to or from a hospital or other place specified by the person hiring the ambulance;

(8) The owner or his/her/its agent has allowed the service to be operated in a negligent manner;

(9) The insurance coverage required herein has been cancelled, reduced, withdrawn, suspended or terminated;

(10) The owner has allowed any of his/her/its vehicles or equipment to become damaged, deteriorated or unclean to the extent that it is unsatisfactory for public use;

(11) The owner fails to comply with the terms of this chapter, including but not limited to failure;

a. To maintain the financial ability to comply with the requirements of this chapter;

b. To respond to category II (BLS/urgent) calls as required by the fire department; or

c. To comply with the ambulance service policy of the city fire rescue department; or

d. To comply with any limitations imposed by the city council in the certificate;

(12) The owner has failed to comply with applicable federal, state or local laws or regulations.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-37. Procedure for revocation, alteration or suspension of certificate or permit.

The fire chief, or his or her duly authorized designee, may at any time give notice in writing to the certificate or permit holder or person in control of the operation and maintenance of such ambulance service and the city clerk's office that the certificate issued for the operation and maintenance of such ambulance service has been suspended or revoked. The notice shall outline the reason or reasons for suspension or revocation. The notice of suspension or revocation shall become final ten (10) days after the notice of suspension or revocation is received unless on or before the expiration of such ten (10) days the certificate holder shall file within the city clerk's office or the fire chief a written notice of appeal of such suspension or revocation. The appeal shall operate as a stay of suspension or revocation of the certificate until such time as the city council shall grant a hearing and make a final adjudication which shall be appealable to the circuit court of the county. This hearing before the city council will be held in a reasonable time.

(Ord. No. 06-030-2022, § I, 6-7-22)

Secs. 6-38—6-45. Reserved.

DIVISION 2. VEHICLE AND PERSONNEL

Secs. 6-46, 6-47. Reserved.

Sec. 6-48. Ambulance attendant personnel and qualifications.

No person shall perform duties as an ambulance attendant within the city unless that person holds a current and valid Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (A-EMT) or Paramedic license issued by the Alabama Department of Public Health, Office of Emergency Medical Services, as required by state law. All ambulance attendants within the city shall perform duties and provide patient care strictly within the scope of practice authorized by the State of Alabama for their level of licensure or certification. Ambulance attendants shall further comply with all medical directives, rules, regulations, standing orders, protocols, and guidelines approved, adopted, or otherwise recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, as the same may be amended from time to time. (Ord. No. 06-030-2022, § I, 6-7-22)

Secs. 6-49—6-65. Reserved.

ARTICLE III. OPERATIONAL PROCEDURES

Sec. 6-66. Central place of business.

Each private ambulance service owner shall maintain a central place of business with at least one (1) properly listed telephone for receiving all calls for ambulance service, where all business records and daily manifests herein required shall be maintained and available upon request and be generally responsible for the conduct and operation of its ambulance(s). Each owner shall, in writing, immediately notify the fire chief of any change of the business address or of the telephone number where said owner may be contacted at all times.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-67. Certificate holder's records and reports.

All ambulance services operating within the city shall create, maintain, and retain patient care and operational records in full compliance with the city fire department's Private Ambulance Service Policy, Policy 3080, as it may be amended from time to time. Such records shall be completed accurately, timely, and in the manner and format required by said policy and shall be made available for inspection or submission upon request.

Failure to maintain records in accordance with the city fire department's Private Ambulance Service Policy, Policy 3080 shall constitute a violation of this Chapter and may subject the ambulance service to suspension or revocation of its authorization to operate within the city, in addition to any other penalties or remedies provided by law.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-68. Patient Care Surfaces.

Ambulance services and attendants shall ensure that all patient care surfaces within an ambulance are handled in accordance with all applicable medical directives, rules, regulations, standards, infection control guidelines, and protocols approved, adopted, or otherwise recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, as the same may be amended from time to time.(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-69. Attendants required.

No ambulance shall operate or transport a patient within the city unless staffed with at least the minimum number and level of attendants required by all applicable medical directives, rules, regulations, standing orders, protocols, and guidelines approved, adopted, or otherwise recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, as the same may be amended from time to time.

Each required attendant shall be properly licensed or certified at the level required for the services being provided and shall function within his or her authorized scope of practice. Operation of an ambulance without the required minimum staffing shall constitute a violation of this Chapter and may result in suspension or revocation of the provider's authorization to operate within the city, in addition to any other remedies provided by law. (Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-70. Standards of vehicle and equipment.

No ambulance shall operate, transport patients, or provide emergency or non-emergency medical services within the city unless the ambulance service and each ambulance vehicle are properly licensed, permitted, and inspected in accordance with all applicable requirements of the State of Alabama and the Alabama Department of Public Health, Office of Emergency Medical Services.

All ambulances operating within the city shall remain in full compliance with all applicable state laws, rules, regulations, standards, and protocols governing the licensing, inspection, staffing, equipment, maintenance, and operation of ambulances, as the same may be amended from time to time. Proof of current state licensure and inspection shall be provided to the city upon request.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-71. Ambulance equipment safety.

All ambulances operating within the City shall be equipped, supplied, and maintained in full compliance with all medical equipment and safety requirements established by the State of Alabama and the Alabama Department of Public Health, Office of Emergency Medical Services, including but not limited to required medical equipment, communications capabilities, sanitation standards, and safety features, as such requirements may be amended from time to time.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-72. Fees.

Fees authorized by federal law and regulations, including regulations and guidance of the Center for Medicare and Medicaid Services, are permissible.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-73. Radio dispatcher procedure.

(a) In the event an owner received a private call for ambulance service which is of an emergency nature, said owner shall follow the Private Ambulance Policy 3080(b) It shall be unlawful for a private ambulance attendant or owner to make an emergency ambulance call on the city streets without:

(1) Having been requested by a private individual.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-74. General vehicular procedure in emergency situation.

(a) When the driver of any ambulance has reasonable grounds to believe that an emergency exists, the driver of the ambulance may:

(1) Park the ambulance or stand in any place in order to provide medical services irrespective of the otherwise applicable provisions of law, ordinance or regulations;

(2) Proceed with warning devices operating past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;

(3) Exceed the maximum speed limits permitted by law, ordinance or regulation; provided, however, that any governing directives issued by the city's chief of police are obeyed and that life and property are not endangered thereby;

(4) Disregard, with warning devices operating, laws, ordinances and regulations governing directions or movements or turning in specified directions.

(b) The foregoing provision shall not operate to relieve the driver of any ambulance from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of his or her reckless disregard for the safety of others.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-75. Duties of the fire chief.

It shall be the duty and responsibility of the fire chief to:

(1) Administer the provisions of this chapter.

(2) Investigate or cause his or her designee to investigate all complaints involving any type of ambulance service within the city and take appropriate action where necessary.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-76. Professional conduct.

Paramedics, EMTs, drivers, dispatch personnel and all other personnel employed by the owner hereunder, including all persons involved in billing and collection activities, shall, at all times, conduct themselves in a professional manner as generally described in the "Rules for Ambulance Attendant."

(Ord. No. 06-030-2022, § I, 6-7-22)

Secs. 6-77—6-85. Reserved.

ARTICLE IV. NONEMERGENCY TRANSPORT

Sec. 6-86. Private company used for nonemergencies.

In order to provide maximum ALS/emergency medical coverage for the citizens of the city, the fire department shall inform individuals who request nonemergency transport when contacting 911 that they must contact a private ambulance company or use alternative forms of transportation. All nonemergency transport shall have access to TDDs and other auxiliary aids and services to assist disabled persons who use the service.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-87. Reimbursement of nonemergency ambulance transport.

Private ambulance service shall be responsible for the billing and collection of fees from private transported individuals. The city will not compensate private ambulance services for private ambulance transportation services rendered.

(Ord. No. 06-030-2022, § I, 6-7-22)

Sec. 6-88. Reserved.

Sec. 6-89. Disposition of the deceased.

(a) Transport of individuals that are obviously dead, where the death is not of a suspicious nature and not under investigation by any law enforcement agency shall be the responsibility of the family of the deceased. Arrangements may be made with a private ambulance service or funeral home for transport. Where family of the deceased cannot be located the transport of the body shall be coordinated with the county medical examiner's office.

(b) Transport of deceased individuals where the deaths are being investigated by a local law enforcement agency shall be the responsibility of that agency.

(Ord. No. 06-030-2022, § I, 6-7-22)

CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **Fifty Thousand Dollars ($50,000.00)** is hereby reallocated from:

- **Capital Project No. C0645**
  Cruise Terminal – Replace Roof/Parapet
  (Capital Improvement Fund (2000))

to:

- **Capital Project No. F959-002**
  Cruise Terminal Disembark Ramp
  (Capital Improvement Fund (2000))

Said funds shall be used for design, engineering, construction, installation, and related work necessary to provide a disembarkation ramp to accommodate larger capacity vessels at the Mobile Cruise Terminal.

ADOPTED:

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 4/8/26

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 50,000.00

FROM CAPITAL PROJECT#: C0645 CAPIMPROV

CAPITAL PROJECT NAME: CRUISE TERM-REPLACE ROOF/PARAPET

DEPT. PROJECT#:

TO CAPITAL PROJECT#: F959-002 CAPIMPROV

PROJECT NAME: CRUISE TERMINAL DISEMBARK RAMP

DEPT. PROJECT#:

PURPOSE: IMPROVEMENT FOR BERTHING OF LARGE CAPACITY VESSELS

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $**75,000.00** in Capital Project **#C0770 CRUISE- ROLL UP DOORS/GANGWAY**; Capital Improvement Fund (2000); be reallocated to Capital Project **#C0259 CRUISE TEMRINAL- EQUMT & MISC**; Capital Improvement Fund (2000). Funds are being reallocated for passenger lobby chairs and stainless steel processing tables required to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal.

Adopted:

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 04/07/26

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 75,000.00

FROM CAPITAL PROJECT#: C0770

CAPITAL PROJECT NAME: CRUISE - ROLL UP DOORS/GANGWAY

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0259

PROJECT NAME: CRUISE TERMINAL - EQUMT & MISC

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$200,000.00** in Capital Project **#C1015 CRUISE TERMINAL ELEVATOR UPGRADES**; Capital Improvement Fund (2000); be reallocated to Capital Project **#F959-002 CRUISE TEMRINAL DISEMBARK RAMP**; Capital Improvement Fund (2000). Funds are being reallocated for design, engineering, construction, installation and miscellaneous tasks associated with a new disembark ramp required to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 04/07/26

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 200,000.00

FROM CAPITAL PROJECT#: C1015

CAPITAL PROJECT NAME: CRUISE TERMINAL ELEVATOR UPGRADE

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F959-002

PROJECT NAME: CRUISE TERMINAL DISEMBARK RAMP

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for annual renewal of Cisco malware and network security software for MIT.

Amount of Contract:
$73,050.81

Funding Source
General fund.

ATTACHMENTS:
1. 20260409 CDW Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of Cisco malware and network security software for MIT.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $73,050.81

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; Sourcewell coop. purchasing agreement, price less than state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
9844	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CISCO MALWARE PROTECTION AND NETWORK SECURITY SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$73,050.81	(272392) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009844-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #121923-CDWG SOFTWARE - SOFTWARE (121923 SEE PAGE 57) AND YOUR QUOTE #PVJP698.			
	THIS IS YEAR 4 OF A 5 YEAR CONTRACT.			
001	ITEM #6006896 CISCO DIRECT	185.00	154.00000	28490.00
	E2SF-P-AMP-ADV-10 Manufacturer	EACH		
	Part Number: E2SF-P-AMP-ADV-10			
	Electronic distribution - NO MEDIA			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			28490.00
	Ship To			
	MIT			
	651 CHURCH STREET			
	MOBILE, AL 36602			
	Delivery Reference			
	GREG HOLLIDAY			
	Deliver To			
	MIT			
	651 CHURCH STREET			
	MOBILE, AL 36602			
002	ITEM # 5646767 CISCO DIRECT	1.00	9297.81000	9297.81
	SVS-EA2-AMPE-SUP-E Manufacturer	EACH		

Bill To	Requisition 00009844-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Part Number: SVS-EA2-AMPE-SUP-E-50K Electronic distribution - NO MEDIA			
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			9297.81
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	ITEM # 6046647 CISCO DIRECT MARKET E2SF-DUO-ACCESS Manufacturer Part Number: E2SF-DUO-ACCESS Electronic distribution - NO MEDIA	310.00 EACH	50.00000	15500.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			15500.00

Bill To	Requisition 00009844-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	ITEM # 6939899 CISCO DIRECT E2SF-E-CES-ESS-10 Manufacturer Part Number: E2SF-E-CES-ESS-10 Electronic distribution - NO MEDIA	205.00 EACH	75.00000	15375.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			15375.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00009844-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
005	ITEM # 5646762 CISCO DIRECT SVS-EA2-ESA-SUP-E Electronic distribution - NO MEDIA Manufacturer Part Number: SVS-EA2-ESA-SUP- E-10K	1.00 EACH	4388.00000	4388.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4388.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 73050.81

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	73050.81	2300171.13

Bill To	Requisition 00009844-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/24/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	03/24/26	SCOTT KEARNEY	
Approved	03/24/26	UDARA JAYASENA	Auto approved by: 91057606
Unknown	04/08/26	ANNE FOLEY	
Approved	04/08/26	DONALD ROSE	Auto approved by: 9105fola
Approved	04/08/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	04/08/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	04/08/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	04/08/26	JAMES NEESE	Auto approved by: 9105fola
Approved	04/08/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	04/08/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	04/08/26	ANNE FOLEY	REFERENCE SOURCEWELL CONTRACT
Approved	04/08/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

CDW-G

Technology products and services

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

Contact us

Have questions about a contract or cooperative purchasing?

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

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

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

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	$223.65
ServiceNow Program Manager	$232.05
ServiceNow Advisory Services	$245.70
ServiecNow Principal Consultant	$289.80
ServiceNow Organizational Change Management Cons	$289.80
ServiceNow Integration Expert	$236.25
ServiceNow Quality Assurance Expert	$196.35
ServiceNow Solution Architect	$236.25
ServiceNow Technical Consultant	$210.00
ServiceNow Trainer	$236.25

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	$140.00
Sr Analyst	$165.00
Consultant	$215.00
Sr Consultant	$255.00
Managing Consultant	$275.00
Principal Consulant	$295.00
Chief Architect	$295.00
Consulting Project Manager	$215.00
Consulting Engagement Manager	$230.00
Consulting Project Coordinator	$165.00
Consulting Program Manager	$245.00
Enterprise Architect	$295.00
Executive Technology Strategist	$295.00

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	$341.25
Practice Director	$341.25
Digital Strategy Consultant	$309.75
Principal Consultant - Cloud	$309.75
Hybrid Cloud Architect	$262.50
Hybrid Cloud Engineer	$236.25
Principal Consultant - DataOps	$309.75
DataOps Architect	$262.50
DataOps Engineer	$236.25
Principal Consultant - SW	$309.75
SW Architect	$262.50
SW Engineer	$225.75
Principal Consultant - SDI	$309.75
Solutions Architect	$262.50
Solutions Engineer	$236.25
Digital Product Strategist	$262.50
Enterprise Program Manager	$236.25
Sr Technical Project Manager	$231.00
Technical Project Manager	$215.25
Sr. Agile Project Manager	$236.25
Agile Project Manager	$225.75

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$572.36
DHCP Support add to MS AD above	$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	$2,753.10
EMC Data Domain - Gold	$2,173.50
Microsoft System Center DPM - SM <100 - Gold	$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	$2,753.10
Microsoft System Center DPM - XL - Gold	$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	$869.40
MySQL- Gold	$869.40
Oracle - Gold	$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	$275.31
Cisco HyperFlex Node Mangement - Gold	$275.31
Nutanix Node Management - Gold	$275.31
vSAN Node Management - Gold	$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	$69.05
Aruba Wireless Controller/Conductor - Gold	$65.21
Aruba Wireless Access Points - Gold	$2.90
Cisco Mobility Services Engine – Gold	$50.72
Cisco Prime Infrastructure Manager - Gold	$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	$28.98
Cisco Switch: Core (no Module Capability) - Gold	$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	$66.65
Cisco Switch: Module - Gold	$14.49
Cisco Router - Gold	$50.72
Cisco iWAN - Gold	$50.72
Cisco WAAS/WAVE - Gold	$37.67
Cisco Wireless Controller - Gold	$65.21
Cisco Wireless Access Points - Gold	$2.90
Cisco SD-WAN - Gold	$81.14
Cradlepoint Flex - Gold	$28.98
Cradlepoint Enterprise - Gold	$44.92
F5: BIG-IP - Gold	$75.35
F5: Local Traffic Manager (LTM) - Gold	$218.80
F5: Advance Firewall Manager (AFM) - Gold	$182.57
F5: BIG-IP DNS - Gold	$181.13
Riverbed Steelhead - Gold	$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	$73.90
Meraki MR Wireless Access Points - Gold	$2.90
Meraki MV Wireless Camera - Gold	$3.62
Meraki MG Cellular Gateway - Gold	$14.49
Meraki MS Switch - Gold	$14.49
Meraki MX Security Appliance - Gold	$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	$81.51
Linux O/S (Red Hat/ SUSE) - Gold	$163.74
AIX O/S - Gold	$310.09
IBM System I - Gold	$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	$644.81
Palo Alto Firewall wo Panorama - Gold	$549.17
Palo Alto Firewall w Panorama - Gold	$549.17
Palo Alto Panorama - Gold	$266.62
Cisco Identity Services Engine (ISE) - Gold	$539.56
Fortinet Firewall wo FortiManager – Gold	$549.17
Fortinet Firewall w FortiManager – Gold	$549.17
Fortinet FortiManager – Gold	$266.62
Fortinet FortiAnalyzer – Gold	$81.14
Cisco Umbrella - Gold (Per User)	$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	$210.11
Nutanix AHV - Gold	$210.11
Microsoft Hyper-V - Gold	$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.32
SAN Switch - Gold	$239.09
Controller: NetApp (Priced per controller) - Gold	$1,086.75
Controller: EMC (Priced per controller) - Gold	$1,086.75
Controller: IBM (Priced per controller) - Gold	$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	$398.48
Call Control: Cisco Voice Gateway - Gold	$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	$811.01
Call Control: Cisco Attendant Console (CUxAC) - Gold	$543.38
Call Control: VistaPoint Attendant Console - Gold	$543.38
Call Control: Cisco Call Manager Express - Gold	$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	$144.90
911: Cisco Emergency Responder (CER) - Gold	$398.48
Voice Mail: Cisco Unity Express - Gold	$181.13
Notification: InformaCast from Singlewire - Gold	$398.48
Call Experience Testing - 2CPH - Gold	$495.71
Included Up to 10 MACD Incidents - Monthly (If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	$454.17
Contact Center: SocialMiner - Gold	$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	$456.44
Contact Center: eGain Analytics - Gold	$405.72
Contact Center: ESNA Cloudlink - Gold	$144.90
CVP: CVP Operations Console - Gold	$405.72
CVP: SIP Proxy (CUSP) - Gold	$202.76
CVP: Ingress Gateway - Gold	$108.68
CVP: VXML Gateway - Gold	$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	$398.48
Cisco WebEx Cloud Connected Audio - Gold	$446.05
Cisco Meeting Place Express - Gold	$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	$217.35
UC Video: Cisco Telepresense Content Server - Gold	$398.48
UC Video: Expressway-C / Expressway-E - Gold	$217.35
UC Video: Telepresense Management Suite (TMS) - Gold	$543.38
Cisco Webex Hybrid Directory Connector - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$217.35
UC Video: MSE Chassis - Gold	$144.90
UC Video: MCU MSE Blade - Gold	$108.68
UC Video: Gateway (GW) MSE Blade - Gold	$108.68
UC Video: Endpoint Management - Gold	$72.45
UC Video: Telepresense Server Blade - Gold	$108.68
UC Video: Telepresense MCU - Gold	$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - $0K to $10K	As Invoiced
*Basic Service - $10K to $250K	As Invoiced
*Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices
Gold Level Support = $1,000.00 per Month
AWS / Azure Support
Basic = $49.00 per Month
Essential = $400.00 per Month
Premium = $2,500.00 per Month

Time and Materials Support - Additional Terms
Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	$183.75
Consulting Engineer	$225.75
Senior Consulting Engineer	$236.25
Technical Lead / Principal Consulting Engineer	$267.75
Enterprise Consulting Architect	$267.75
Business Consulting Analyst	$257.25
Project Administrator	$173.25
Project Manager	$220.50
Senior Project Manager	$225.75
Enterprise Project Manager, PMO Lead	$241.50
Program Manager	$241.50
Technical Architect	$367.50

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	$249.38
Manager	$274.31
Sr. Consultant	$299.25
Sr. Manager	$299.25
Director	$374.06

Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$249.38
Manager	$259.35
Sr. Manager	$274.31
Principal Consultant	$279.30
Technical Lead	$279.30
Director	$324.19
Managing Director	$399.00

IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	$164.59
Sr. Associate Consultant	$184.54
Consultant	$229.43
Sr. Consultant	$249.38
Managing Consultant	$259.35
Manager	$259.35
Architect	$269.33
Sr. Manager	$274.31
Principal Consultant	$279.30
Director	$324.19
Managing Director	$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$254.36
Enterprise Atchitect	$279.30
Principal Consultant	$279.30
Technical Lead	$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	$119.70
Sr. Associate Consultant	$134.66
Consultant-Finance	$144.64
Sr. Consultant-Finance	$149.63
Consultant-IT	$154.61
Sr. Consultant-IT	$159.60
Manager	$169.58
Sr. Manager	$179.55
Director	$184.54
Managing Director	$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

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

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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2026 Ford Maverick Supercrew pickup trucks for Public Services Stormwater.

Amount of Contract:
$69,294.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260408 Stivers Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2026 Ford Maverick Supercrew pickup trucks for Public Services Stormwater.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $69,294.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10443	2026	(2050) FLEET MANAGEMENT – GARAGE	TWO 2026 FORD MAVERICK SUPERCREW PICKUP TRUCKS FOR PUBLIC SERVICES STORMWATER (AL STATE CONTRACT)	$69,294.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010443-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/06/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 OR NEWER FORD MAVERICK AS FOLLOWS: SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES W8J-MAVERICK XLT CREW CAB, AWD 302A PAXKAGE, 2.0L ECOBOOST CLOTH SEATS-BLUE WITH THE FOLLOWING FACTORY OPTIONS: POWER 8-WAY DRIVER SEAT 4K TOW PACKAGE: N/A ON 100A-TRAILER BRAKE CONTROLLER, 2" RECEIVER W/4/7 PIN CONNECTOR, UPGRADED COOLING FAN, TRANSMISSION OIL COOLER ON 2.5L HYBRID, HIGHER CAPACITY RADIATOR ON 2.0L ECOBOOST, CONVENTIONAL SPARE TIRE 4K TOW PACKAGE REQUIRES 66C FORD CO-PILOT 360 FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING,DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS 4-CORNER LED STROBES-WHITE FRONT/AMBER REAR	2.00 EACH	34303.00000	68606.00

Bill To	Requisition 00010443-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/06/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	SPRAY-IN BEDLINER 2 EXTRA KEYS OXFORD WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT T-191 MA2200000MA22003128-6 Additional Description Notes --- 2026 OR NEWER FORD MAVERICK AS FOLLOWS: SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES W8J-MAVERICK XLT CREW CAB, AWD 302A PAXKAGE, 2.0L ECOBOOST CLOTH SEATS-BLUE WITH THE FOLLOWING FACTORY OPTIONS: CONVENTIONAL SPARE TIRE POWER 8-WAY DRIVER SEAT 2K TRAILER HITCH RECEIVER W/4 PIN CONNECTOR 4K TOW PACKAGE: N/A ON 100A-TRAILER BRAKE CONTROLLER, 2" RECEIVER W/4/7 PIN CONNECTOR, UPGRADED COOLING FAN, TRANSMISSION OIL COOLER ON 2.5L HYBRID, HIGHER CAPACITY RADIATOR ON 2.0L ECOBOOST, CONVENTIONAL SPARE TIRE 4K TOW PACKAGE REQUIRES 66C FORD CO-PILOT 360 FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING,DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS 4-CORNER LED STROBES-WHITE FRONT/AMBER REAR SPRAY-IN BEDLINER 2 EXTRA KEYS OXFORD WHITE IN COLOR			

Bill To	Requisition 00010443-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/06/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	AS REQUESTED BY 2096-STORMWATER			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			68606.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	2.00 EACH	344.00000	688.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			688.00

Bill To	Requisition 00010443-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/06/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 69294.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	69294.00	650172.34
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	04/08/26	JOHN PAINE	GL Allocation changed
Approved	04/06/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/06/26	SHONNDA SMITH	
Approved	04/06/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/07/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/07/26	SHONNDA SMITH	
Approved	04/07/26	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00010443-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 5

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/06/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/09/26	MATTHEW ANDERSON			
	Approved	04/09/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	04/09/26	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	04/06/26	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	04/06/26	SHONNDA SMITH			
	Approved	04/06/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	04/07/26	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	04/07/26	SHONNDA SMITH			
	Approved	04/07/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	04/09/26	MATTHEW ANDERSON			
	Approved	04/09/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	04/09/26	CHERI BOUCHER		Auto approved by: 910516584	
	Rejected	04/06/26	SANDRA LEWIS		AS PER YOUR REQUEST	
	Queued	04/09/26	DONALD ROSE		AS PER YOUR REQUEST	
	Queued	04/09/26	SANDRA LEWIS		AS PER YOUR REQUEST	
	Queued	04/09/26	STEVEN KRONINGER		AS PER YOUR REQUEST	
	Queued	04/09/26	SAMANTHA COOLEY		AS PER YOUR REQUEST	
	Queued	04/09/26	JAMES NEESE		AS PER YOUR REQUEST	
	Queued	04/09/26	PATRICIA KENNEDY-JONES		AS PER YOUR REQUEST	
	Queued	04/09/26	REBECCA CRUMPLER		AS PER YOUR REQUEST	
	Queued	04/09/26	ANNE FOLEY		AS PER YOUR REQUEST	
	Queued	04/09/26	JOHN PAINE		AS PER YOUR REQUEST	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To transfer $310,000.00 from Capital Project C1036 Convention Center Capital to Capital Project F717-001 Convention Center-Mechanical Improvements; And authorize Goram Air Condition Company, Inc, to replace the existing chiller 3 with a repurposed chiller removed from the Civic Center and six existing pump drives associated with the replacement chiller and two remaining chillers.

Amount of Contract:
$310,000.00

Funding Source
C1036 & F717-001

ATTACHMENTS:
1. Budget Transfer
2. Chiller Resolution_Transfer

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM REAM DEPT. 3030

DATE OF REQUEST: 03/19/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 310,000.00

FROM CAPITAL PROJECT#: C1036

CAPITAL PROJECT NAME: CONVENTION CENTER CAPITAL

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F717-001

PROJECT NAME: CONVENTION CENTER MECHANICAL IMPRV

DEPT. PROJECT#: _____

Marilyn Bullard

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $310,000.00 be transferred from Capital Project C1036 Convention Center Capital to Capital Project F717-001 Convention Center Mechanical Improvements. These funds shall be used for the Convention Center Mechanical Improvements Project, including replacement of the existing chiller.

Project Name: CIP ARTHUR R. OUTLAW CONVENTION CENTER – MECHANICAL IMPROVEMENTS

Project Number: CN-015-25

Amount: $310,000

Adopted:

_____
City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for
Property Located at 4800 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 17, 2026**, a public hearing will be held on the **21st** day of **April, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 4800 Moffett Road to allow expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on March 1, 2018, allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, on property located at 4800 Moffett Road and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on December 10, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 19, 2026, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;

- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

- Total lot area in square feet and acres;
- The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
- Zoning district information;
- Parking layout and total number of spaces;
- Traffic circulation and access;
- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of April, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of March, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4800 Moffett Road.**

The proposed amendment will modify a Planning Approval that was approved for said location on **February 18, 2021.** The owner of said property applied for a Major Modification of a previously approved **Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.** If approved, the major modification will **allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District,** subject to the following proposed conditions: 1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include: a) Total lot area in square feet and acres; b) The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures; c) Zoning district information; d) Parking layout and total number of spaces; e) Traffic circulation and access; f) All streets along which the site has frontage, including existing rights-of-way; g) The site's legal description or recorded plat reference; h) A graphic scale and north arrow; and i) All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and 2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

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

WHEREAS, a Planning Approval was approved on **March 1, 2018, allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District,** on property located at **4800 Moffett Road** and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on **December 10, 2025**, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **February 19, 2026,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Adopted:

Lisa Lambert, City Clerk

The Board of Water and Sewer Commissioners of the City of Mobile
Lindsay Tucker, Garver, LLC, Agent
4800 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

March 10, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **February 19, 2026**, considered the request of **The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent),** for a Major Modification of a previously approved Planning Approval **allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District** for the property located at **4800 Moffett Road**.

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

It should be noted that the applicant has submitted the requested site plan and AutoCAD (.dwg) file. Both have been reviewed by Planning and Zoning staff for approval, and the revised site plan is attached.

Copies of the application and reports are also attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003571-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

At its meeting on February 19, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

The advertising fee for this application based on the current legal description, is **$452.58.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.gov) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003571-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of a water treatment plant in an R-1, Single-Family Residential District, to allow the expansion of a water treatment plant in an R-1, Single-Family Residential Suburban District.

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval. The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

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

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

---

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

	Applicant	Agent (If Applicable)
Address:	Board of Water and Sewer Commissioners of the City of Mobile	11 N. Water Street, Suite 10290, Office 1080
Email:		[redacted]
Phone:	[redacted]	
Email:		
Name:	Daryl Russell, PE	Lindsay Tucker, PE

	Owner	Design Professional
Name:		Lindsay Tucker
Firm:	Mobile Area Water and Sewer System	Garver, LLC
Phone:	[redacted]	[redacted]
Email:		
Address:	4725 Moffett Road, Mobile, AL	11 N. Water Street, Ste. 10290, Office 1080

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

4800 Moffett Rd., Mobile, AL 36618-2246 — Property Address

41.85 ac — Property Area (acres or square feet)

2801023000005XXX — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/10/2025 Date

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

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

Lindsay Tucker — Applicant or Agent Signature

12/10/2025 — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

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

   The Stickney WTP Solids Handling Improvements project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

   Light Industry
   Future Land Use Map (FLUM) Designation

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

   The surrounding neighborhood is zoned as Low Density Residential. The purpose and ongoing operation of the site is to provide treatment of surface water for the production of clean potable water. The proposal and plan is compatible with this ongoing purpose and has been evaluated as necessary for its sustained longevity. The Owner has continued to make careful considerations to the health, safety, and comfort of the surrounding residents with regards to it's operation. The upgrades within this project proposal are intended by the Owner to maintain and provide these same considerations to the community and pro-actively communicate these developments.

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

   The Proposed developments would only upgrade the existing water treatment facility that exists on the property. The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less then 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

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

The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately

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

The existing site area landscaping and within the property consists of grass and several trees. The design requires that the contractor will restore any disturbed areas not developed, to the previous conditions. The existing screening for the site is planned to remain in it's current condition.

- ☐ Lighting:

Additional lighting will be provided at the proposed facility upgrades for worker safety and operation. This includes the staircase on the additional clarifier, the new pump station building, and in the vicinity of the splitter box. Additional lighting in the facility is intended to reduce light pollution and mitigate any disturbances to adjacent residential or property owners.

- ☐ Hours of operation:

The facility is staffed and operated 24 hours a day and 7 days a week as required by the Alabama Department of Environmental Management (ADEM).

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

The facility operates under ADEM Classification (Sect. 335-10-1) and is permitted to produce up to 60 MGD of potable water a day.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed project will mitigate and intends to minimize these elements that cause health, safety, environmental, or other disturbances through safe and ethical engineering design practices. Engineering design documents will require that the general contractor awarded the bid to construct the proposed upgrades, adhere to the standards outline in the engineering design drawings as well as the engineer design specifications. These contract documents are to be provided by Garver USA, LLC., under a licensed professional engineer(s) with the State of Alabama, and legally authorized to do business in the State and the City of Mobile.

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

The proposal for upgrades to the E.M. Stickney WTF, owned by MAWSS, are intended to continue service of potable water to the surrounding community and the general public. MAWSS serves the City of Mobile, parts of Mobile County and Semmes, Prichard, Chickasaw and Spanish Fort by providing potable water, of which Stickney WTF is a major contributor. The upgrades within this proposal are part of careful considered plans that identified the necessary measures MAWSS should incorporate. MAWSS and the design professional have endeavored to take every opportunity to make design choices that will increase the quality of life and the future of the community.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project MAWSS Stickney Water Treatment Plant Solids Upgrades

Address 4800 Moffett Road, Mobile, AL 36618

Owner Board of Water and Sewer Commissioners of the City of Mobile

Address PO Box 180249 Zip Code 36618

Phone 251.694.3100 Fax 251.281.2191 Email

Authorized Agent Doug Cote

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251.694.3100 Fax Email [redacted]

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer Garver, LLC

Address 11 N. Water Street, Suite 10290, Office 1080 Zip Code 36602

Phone 251.895.7584 Fax Email [redacted]

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Lindsay I. Tucker, PE

Signature Print

12/3/2025 Project Manager/Garver

Date Affiliation to project/Organization

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Douglas Cote/Director of Plant Operations, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Mobile Area Water and Sewer System*, a corporation for the property located within the city limits of Mobile, Alabama at 4800 Mofffett Road (E.M. Stickney Water Filtration Plant).

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.

Linddsay Tucker, P.E. of Garver USA	
Designee (1)	Designee (2)
litucker@garverusa.com	
Email	Email
251-895-7594	
Phone Number	Phone Number
	12/3/2025
Signature of Company Owner	Date

Revised
03/06/2026 16:21:57

PLANT FACILITIES LEGEND

EXISTING BUILDINGS & FACILITIES

- (A) OPERATIONS BUILDING
- (B) LOW HEAD PUMP BUILDING (UNOCCUPIED)
- (C) CHLORINE BUILDING (UNOCCUPOED)
- (D) PUMP BUILDING (UNOCCUPIED)
- (E) FLOW CONTROL BUILDING (UNOCCUPIED)
- (F) BLOWER BUILDING (UNOCCUPIED)
- (G) TELECOMMUNICATIONS TOWER
- (H) FLOCCULATOR BASINS
- (I) U/G SLUDGE HANDLER
- (J) SETTLING BASINS
- (K) 20 MILLION GALLON RESERVOR
- (L) 50 MILLION GALLON RESERVOR
- (M) THICKENER / CLARIFER TANK
- (N) ELECTRICAL BUILDING (UNOCCUPIED)
- (O) MAINTENANCE BUILDING

PROPOSED BUILDINGS

- (P) SOUTH CLARIFIER
- (Q) SLUDGE PUMP STATION
- (R) SPLITTER BOX
- (S) STATIC MIXER AND FLOW METER

PROPERTY ZONED R-1

PARKING SUMMARY

OPERATIONS BUILDING - 3,300 S.F. / 300 = 11 SPACES REQUIRED
MAINTENANCE BUILDING (OFFICE) 250 S.F. / 300 = 1 SPACES REQUIRED
TOTAL SPACES REQUIRED = 12
TOTAL SPACES PROVIDED = 14

LANDSCAPE REQUIREMENTS

SITE AREA = 1,838,983 S.F.
LANDSCAPE REQUIRED 1,838,983 x 12% = 220,678 S.F.
LANDSCAPE PROVIDED = 911,463 ± S.F.
FRONTAGE REQUIRED 220,678 x 60% = 132407 S.F.
FRONTAGE PROVIDED 260,142± S.F.

LANDSCAPING NOTE

IMPROVEMENTS AS PART OF THIS PUD WILL NOT INCREASE OR DECREASE THE TOTAL GROSS FLOOR AREA BY 50%.

LEGEND

- EXISTING TREES
- (G) PLANT FACILITIES
- [7] PARKING COUNT

PUD SITE PLAN NOTES:

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 DISTURBING ACTIVITY WITH THE PROPERTY, A COMPLETE SET OF CONSTRUCTION PLAN INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETE SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PER THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEE BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAP 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAM FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR AI PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPE PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY, THIS PL SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIC THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDIN STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIR PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER I RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT REQUIREMENTS AND POLICY LETTERS
7. FUTURE DEVELOPMENT OR REDEVELOPMENT MAY REQUIRE ADDITIONAL PLANNING APPROVAL MODIFICATIONS, SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.

PARCEL INFORMATION:

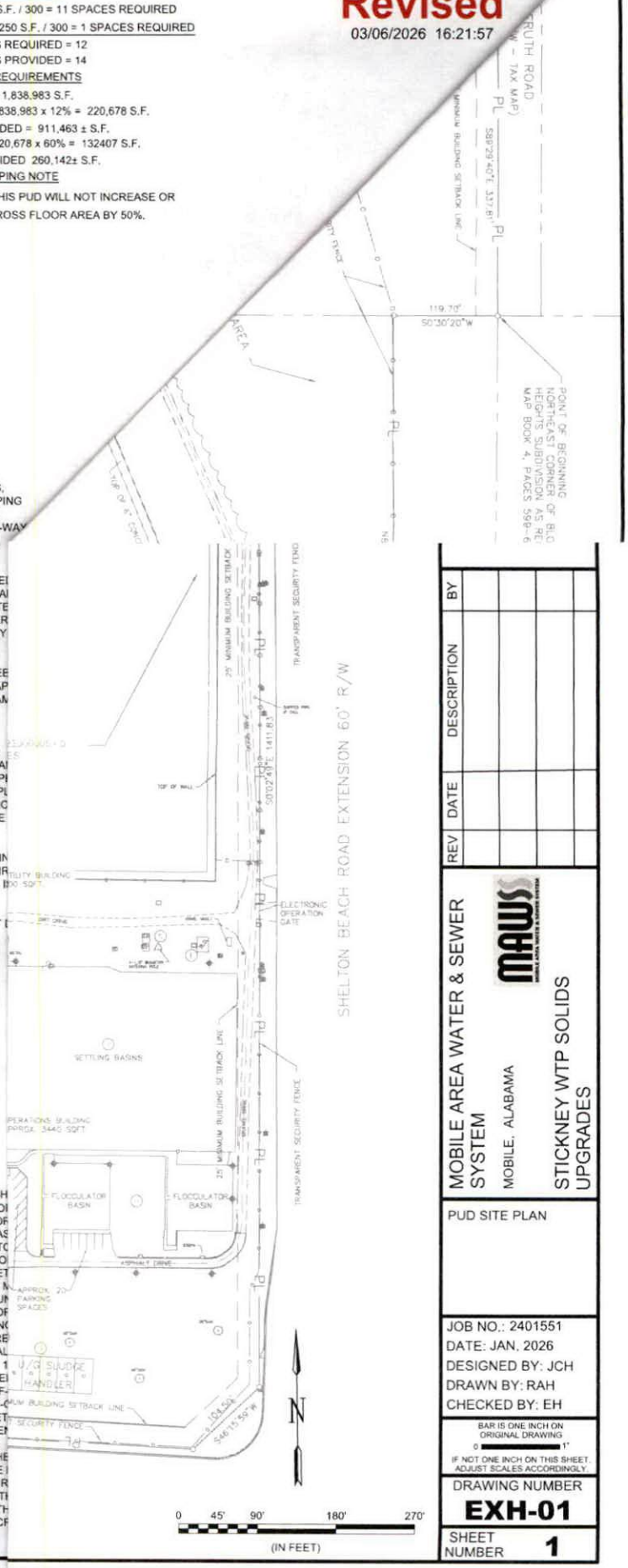
ADDRESS: 4725 MOFFETT RD MOBILE, AL 36618-2246

OWNER: MOBILE CITY OF WATER WORKS

TOTAL LOT AREA: 1,823,161.00 SQFT.
41.85 ACRES

ZONING DISTRICT: R-1 SINGLE-FAMILY RESIDENTIAL

LEGAL DESCRIPTION: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 4, FOREST HEIGH SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGES 599-600 IN THE OFFICE OF THE JUDGE OI PROBATE, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID BLOCK 4, FOR HEIGHTS SUBDIVISION, RUN SOUTH 0'30'20" WEST, 119.70 FEET; THENCE DEPARTING THE EAS OF SAID BLOCK 4, FOREST HEIGHTS SUBDIVISION, RUN NORTH 89'59'20" EAST, 550.80 FEET TO ON THE WEST RIGHT-OF-WAY LINE OF SHELTON BEACH ROAD EXTENSION (60 FOOT RIGHT-O THENCE ALONG THE SAID WEST RIGHT-OF WAY LINE, RUN SOUTH 0'02'49" EAST, 1411.83 FEET RUN SOUTH 4615'59" WEST, 104.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF M ROAD (VARIABLE RIGHT-OF-WAY); THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE, RUN 86'48'49" WEST, 860.72 FEET: THENCE RUN SOUTH 2'50'17" WEST, 2.93 FEET; THENCE RUN NOR 8648'49" WEST, 4.98 FEET; THENCE DEPARTING THE SAID NORTH RIGHT-OF-WAY LINE, RUN NO 0'05'12" EAST, 210.76 FEET TO THE NORTHEAST CORNER OF LOT 1 ARATA SUBDIVISION AS RE IN MAP BOOK 102, PAGE 122 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, AL THENCE RUN SOUTH 8913'33" WEST, 99.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 SUBDIVISION: THENCE RUN SOUTH 0'05'12" WEST, 203.85 FEET TO A POINT ON THE AFOREMEI NORTH RIGHT-OF-WAY LINE OF MOFFETT ROAD; THENCE ALONG THE SAID NORTH RIGHT-OF- LINE, RUN NORTH 8648'49" WEST, 402.53 FEET: THENCE DEPARTING THE SAID NORTH RIGHT-O LINE, RUN NORTH 027'50" EAST, 435.86 FEET THENCE RUN NORTH 8929'11" WEST, 190.24 FEET POINT ON THE EAST RIGHT-OF-WAY LINE OF WOODLEY ROAD (50 FOOT RIGHT-OF-WAY); THEN ALONG THE SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 024'59" EAST, 75.15 FEET: THENCE DEPARTING THE SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 8929'11" EAST, 190,30 FEET; THE NORTH 027'50" EAST, 311.24 FEET; THENCE RUN SOUTH 89'33'08" EAST, 449.72 FEET: THENCE NORTH 022'18" EAST, 490.36 FEET; THENCE RUN NORTH 89'43'03" EAST. 79.29 FEET; THENCE R NORTH 3'39'33" EAST, 224.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LERUTH (50 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH EAST. 337.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,838,968 S.F. OF 42.22 ACR MORE OR LESS.



REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, ALABAMA
STICKNEY WTP SOLIDS UPGRADES

PUD SITE PLAN

JOB NO.: 2401551
DATE: JAN. 2026
DESIGNED BY: JCH
DRAWN BY: RAH
CHECKED BY: EH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXH-01

SHEET NUMBER **1**

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Last plotted by: Stafford, Heather M. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 3/6/2026 3:12 PM Plotter used: DWG To PDF.pc3

106 pgs

STICKNEY WTP SOLIDS UPGRADES

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

MOBILE AREA WATER & SEWER SYSTEM

90% DESIGN - NOT FOR CONSTRUCTION

BOARD OF DIRECTORS

BARBARA DRUMMOND
CHAIR

LINDA ST. JOHN
VICE CHAIR

JAY W. WEBER
SECRETARY TREASURER
COMMISSIONER

THOMAS ZOGHBY
COMMISSIONER

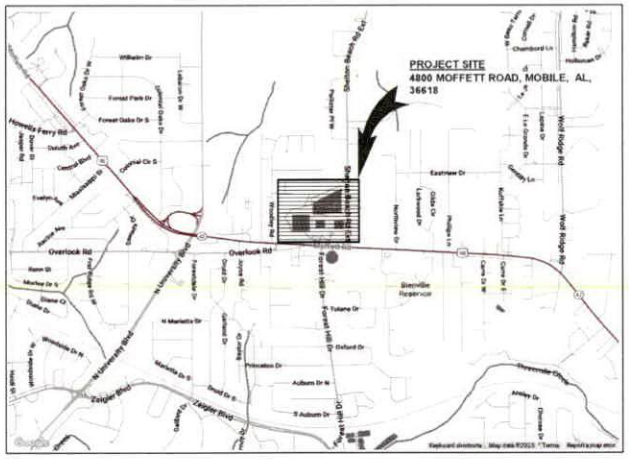
RAYMOND L. BELL JR.
COMMISSIONER

MARIA GONZALEZ
COMMISSIONER

JOHN C. WILLIAMS
COMMISSIONER



AREA MAP
NO SCALE



VICINITY MAP
NO SCALE

GARVER PROJECT NO. 2401551

NOVEMBER 2025

GARVER

11 N. Water Street
Suite 10290, Office 1080, Mobile, AL
(205) 443-3080

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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

REGISTRATION NO.
ECA500

90% DESIGN - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES L. LITTLE, PE #34434 ON NOVEMBER 06, 2025 IT IS NOT TO BE USED FOR CONSTRUCTIO OR PERMITTING PURPC

REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, AL

STICKNEY WTP UPGRADES

COVER SHEET

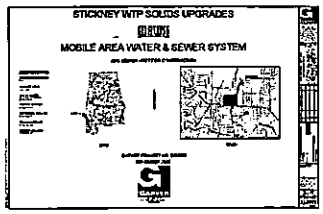
JOB NO.: 2401551
DATE: NOV 2025
DESIGNED BY: JBR
DRAWN BY: SJB
CHECKED BY: LIT

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01-G001

SHEET NUMBER **001**

Plot File: Autodesk Docs://WSI-2401551 - MAWSS Stickney WTP Solids Upgrades/2401551_01_GENERAL.rvt
Plot Date: 11/5/2025 3:52:23 PM


STICKNEY WTP SOLIDS UPGRADES
MOBILE AREA WATER & SEWER SYSTEM

Outlook

Re: The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

[redacted]

Date Fri 12/12/2025 2:00 PM

To [redacted]

Cc

Good afternoon,

We have completed our second review of the Major Modification application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Major Modification Application Submission:**
   Per **Article 5, Section 64-5-1.D.** of the Unified Development Code (UDC), all applications related to the same site must be filed and heard concurrently. The proposed modification, if approved, would also modify a previously approved Planned Unit Development. Therefore, a **Major Modification Application** to modify the existing **Planned Unit Development** must be submitted through the Customer Self-Service (CSS) Portal.

2. **Digital Preliminary Site Plan Submittal:** If you have not already done so, please submit the **DWG (AutoCAD) file** of the Preliminary Plat to our GIS staff. For your convenience, **Tori** has been copied on this message for assistance.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

From: [redacted]
Sent: Wednesday, December 10, 2025 2:34 PM
To: [redacted]
Cc: [redacted]
Subject: The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

Good afternoon,

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

1. **Major Modification Application Submission:**
   Per **Article 5, Section 64-5-1.D.** of the Unified Development Code (UDC), all applications related to the same site must be filed and heard concurrently. The proposed modification, if approved, would also modify a previously approved Planned Unit Development. Therefore, a **Major Modification Application** to modify the existing Planned Unit Development must be submitted through the Customer Self-Service (CSS) Portal.

2. **Notification Labels:** Notification labels must be provided for [open-government-cityofmobile.hub.arcgis.com/apps/fb721539c24d4f288f1c4b8587a3601a]all property owners within 300 feet of the subject property. Labels for the applicant, property owner, agent, etc., should also be provided.

3. **Legal Description:** Please note that a complete legal description of the subject property, outlining the full boundary of the Planning Approval site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
   - What was provided is an abbreviated reference to the tax parcel data and is insufficient. Please refer to your deed or survey for a complete legal description (or complete reference to the recorded subdivision plat).

4. **Digital Preliminary Site Plan Submittal:** If you have not already done so, please submit the **DWG (AutoCAD) file** of the Preliminary Plat to our GIS staff. For your convenience, **Tori** has been copied on this message for assistance.

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Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

BUILDMOBILE

Outlook

The Board of Water and Sewer Commissioners of the City of Mobile (MOD-003571-2025)

From [redacted]
Date Wed 12/10/2025 2:34 PM
To
Cc [redacted]

Good afternoon,

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

1. **Major Modification Application Submission:**
   Per **Article 5, Section 64-5-1.D.** of the Unified Development Code (UDC), all applications related to the same site must be filed and heard concurrently. The proposed modification, if approved, would also modify a previously approved Planned Unit Development. Therefore, a **Major Modification Application** to modify the existing Planned Unit Development must be submitted through the Customer Self-Service (CSS) Portal.

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meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
(251) 208-5895 office
(251) 208-7904 direct

11 North Water St.
Suite 10290, Office 1080
Mobile AL, 36602

GARVER

[redacted]

MEMORANDUM

Date: December 10, 2025

To: City of Mobile, Planning and Zoning

From: Garver, LLC (on behalf of the Board of Water and Sewer Commissioners of the City of Mobile (MAWSS))

RE: Project Description and Justification of Request for the Stickney WTP Solids Upgrades
Garver Project No. W10-2501551

To Whom it may Concern,

Garver is submitting a request on behalf of MAWSS for the **modification of an existing PUD**. This project involves upgrades to the solids handling facilities at the E.M. Stickney Water Treatment Plant at 4800 Moffett Road. This project involves upgrades to the water plant's solids handling facilities and includes the construction of a new clarifier and pump station on the site as well as associated site improvements.

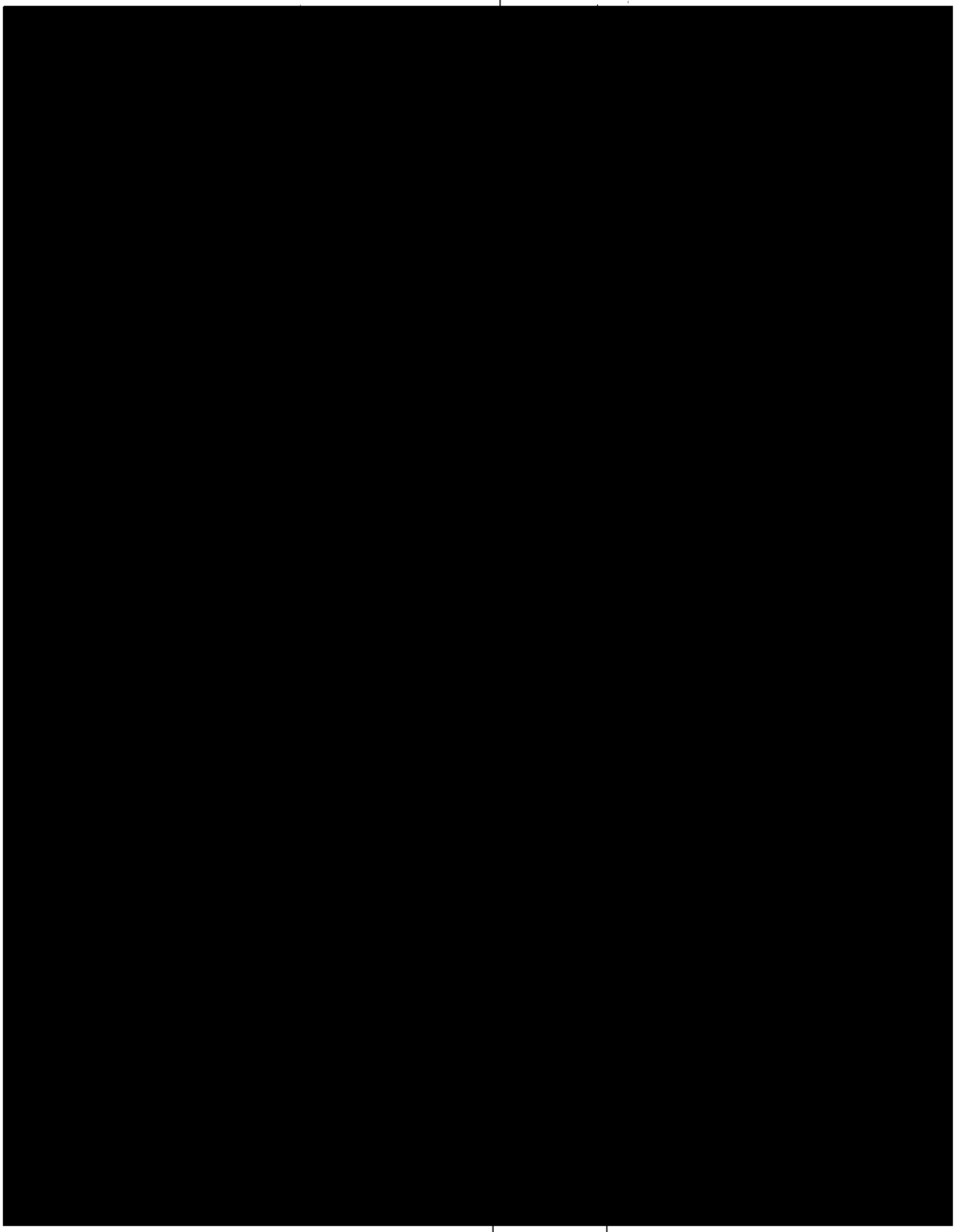
The Proposed developments will upgrade the existing water treatment facility that exists on the property. The upgrades include a new circular clarifier, a pump station building, and concrete splitter box for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less than 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

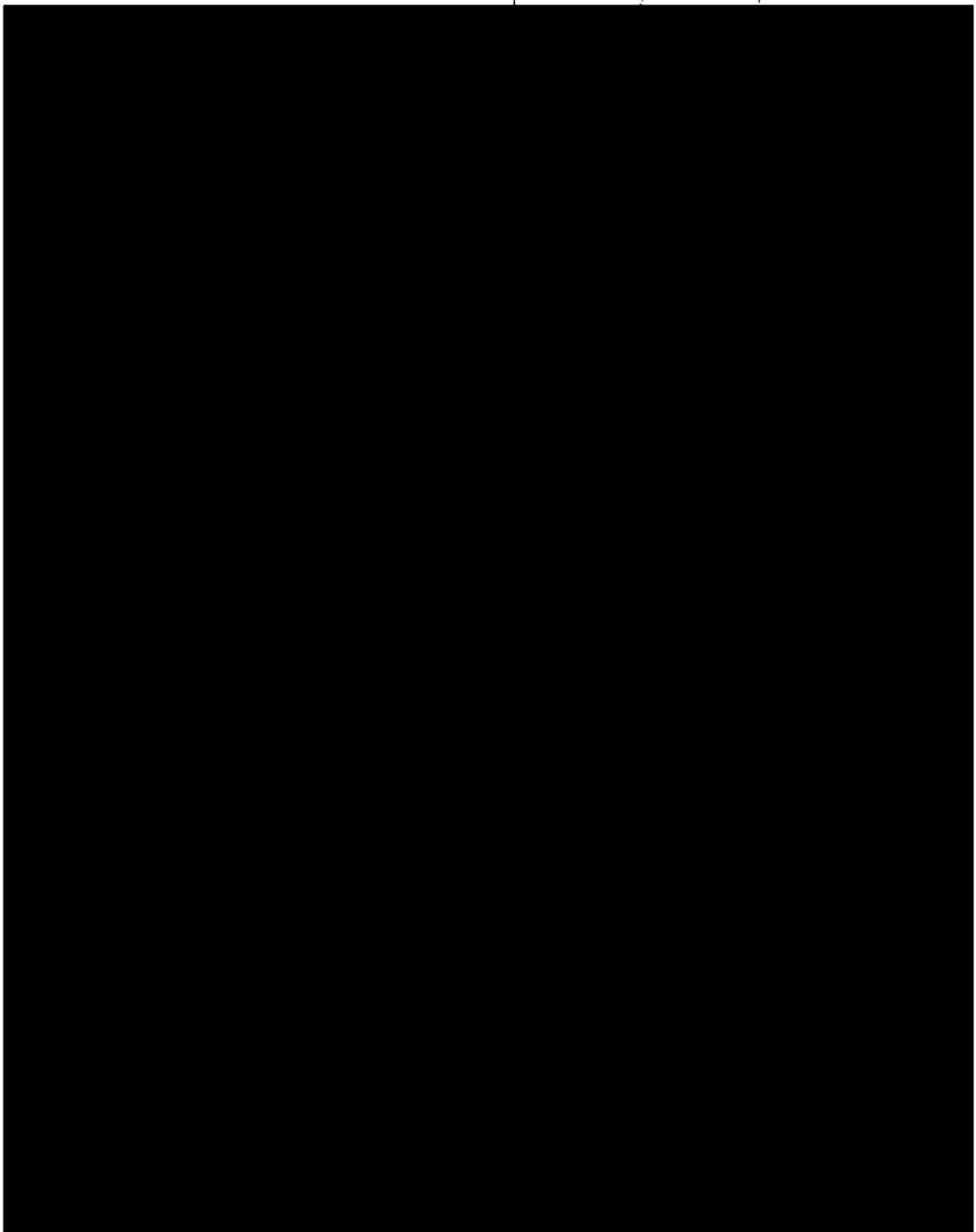
The Stickney WTP Solids Upgrades project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

Please don't hesitate to reach out to me with questions regarding this application.

Sincerely,

Lindsay I. Tucker, PE
Gulf Coast Team Leader
Garver, LLC





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Planning Commission
February 19, 2026

Agenda Item # 1 - HOLDOVER

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

Considerations:

1. Modification of a previously approved Planning Approval with two (2) conditions.
2. Modification of a previously approved Planned Unit Development with two (2) conditions.

Report Contents: **Page**

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Holdover Comments 3
Holdover Considerations 3
Site History 4
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Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

HOLDOVER COMMENTS

The Planning Commission held over the request from the January 15 meeting to allow the applicant additional time to submit a revised site plan and an AutoCAD (.dwg) file meeting Planning and Zoning Department submittal standards. The revised site plan was required to depict all existing and proposed site improvements and include, at a minimum, lot area, building and structure footprints and square footage, zoning information, parking, traffic circulation, site frontage streets and rights-of-way, legal description or plat reference, graphic scale, north arrow, and required notes.

The applicant submitted a labeled aerial photograph showing the property boundary, proposed improvements, and traffic circulation. However, existing site improvements are not illustrated, and right-of-way information is provided only for Shelton Beach Road Extension and not for Moffett Road, Woodley Road, Mercedes Road, or Le Ruth Road. The total lot area and zoning district information are provided. A metes-and-bounds legal description is included and is acceptable, though a recorded plat reference may be substituted. A graphic scale, north arrow, and required notes have been provided.

GIS staff reviewed the submitted AutoCAD file and determined it is insufficient to detail all existing and proposed site improvements, consistent with deficiencies noted in the initial submittal.

Staff advised the applicant that the holdover was intended to allow submission of a complete, updated site plan reflecting the most recently approved plan with the proposed modifications. While the labeled aerial photograph is helpful for general orientation, it is not typically accepted for final approval.

Nevertheless, the Planning Commission may choose to approve the requests based on the information provided, subject to the subsequent submission of a complete site plan for both the Planning Approval and PUD modifications.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

If the Planning Commission considers approving the Major Planning Approval and Planned Unit Development (PUD) Modification requests, the following conditions should apply:

1. Submission of a revised site plan, prior to the applications being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). At a minimum, the site plan shall include:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning

district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and

to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

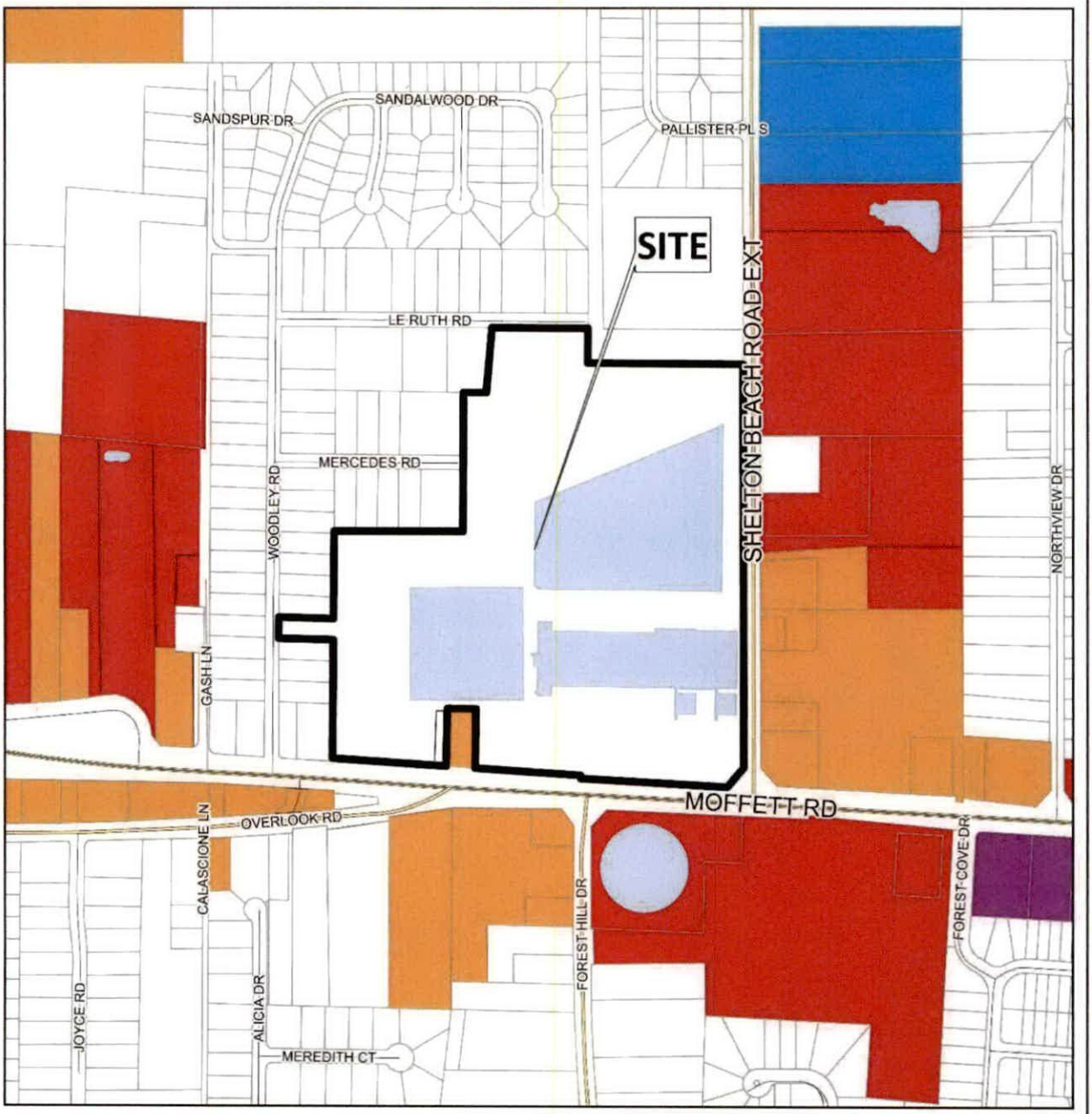
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

3. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
4. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE February 19, 2026

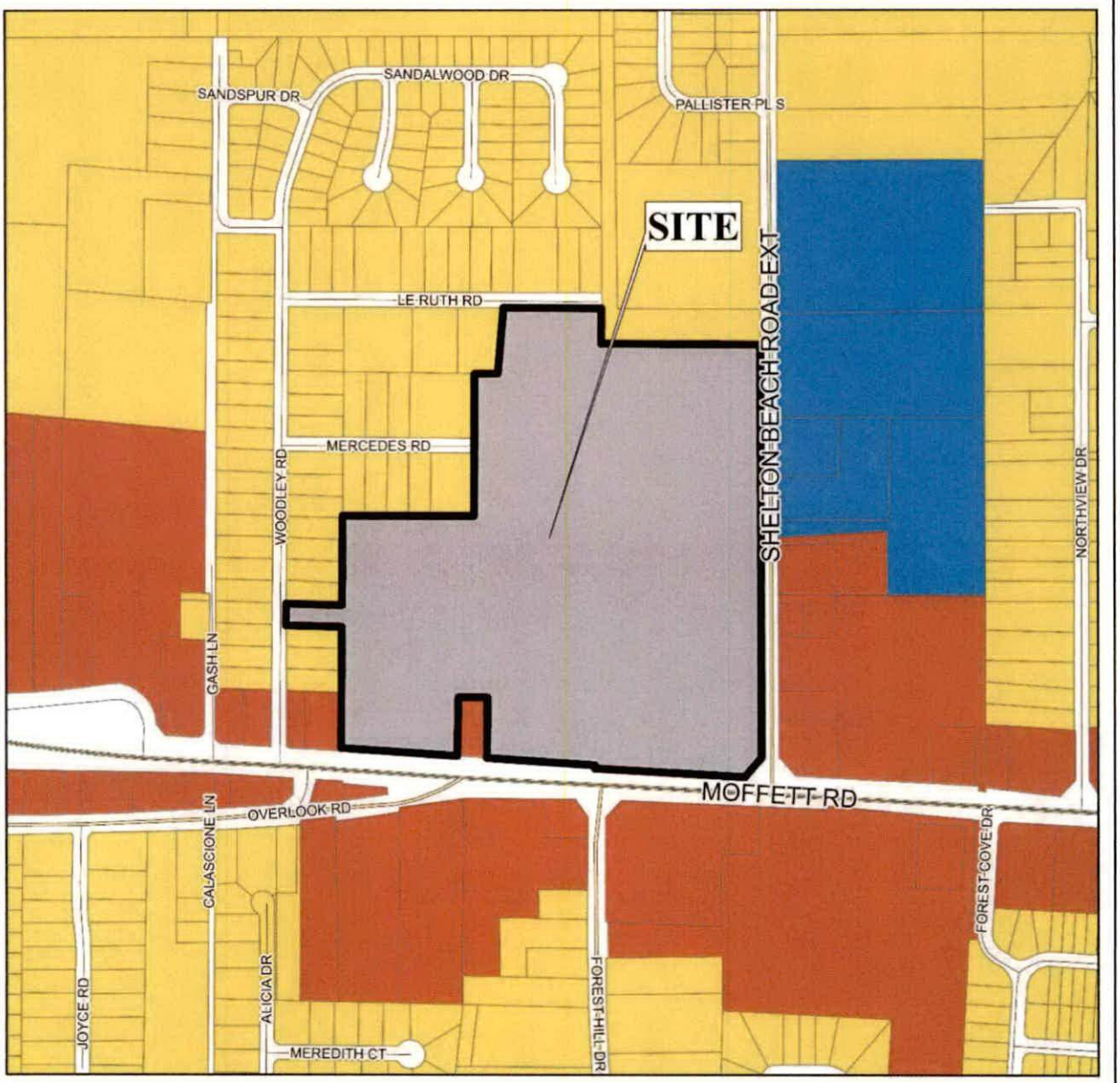
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

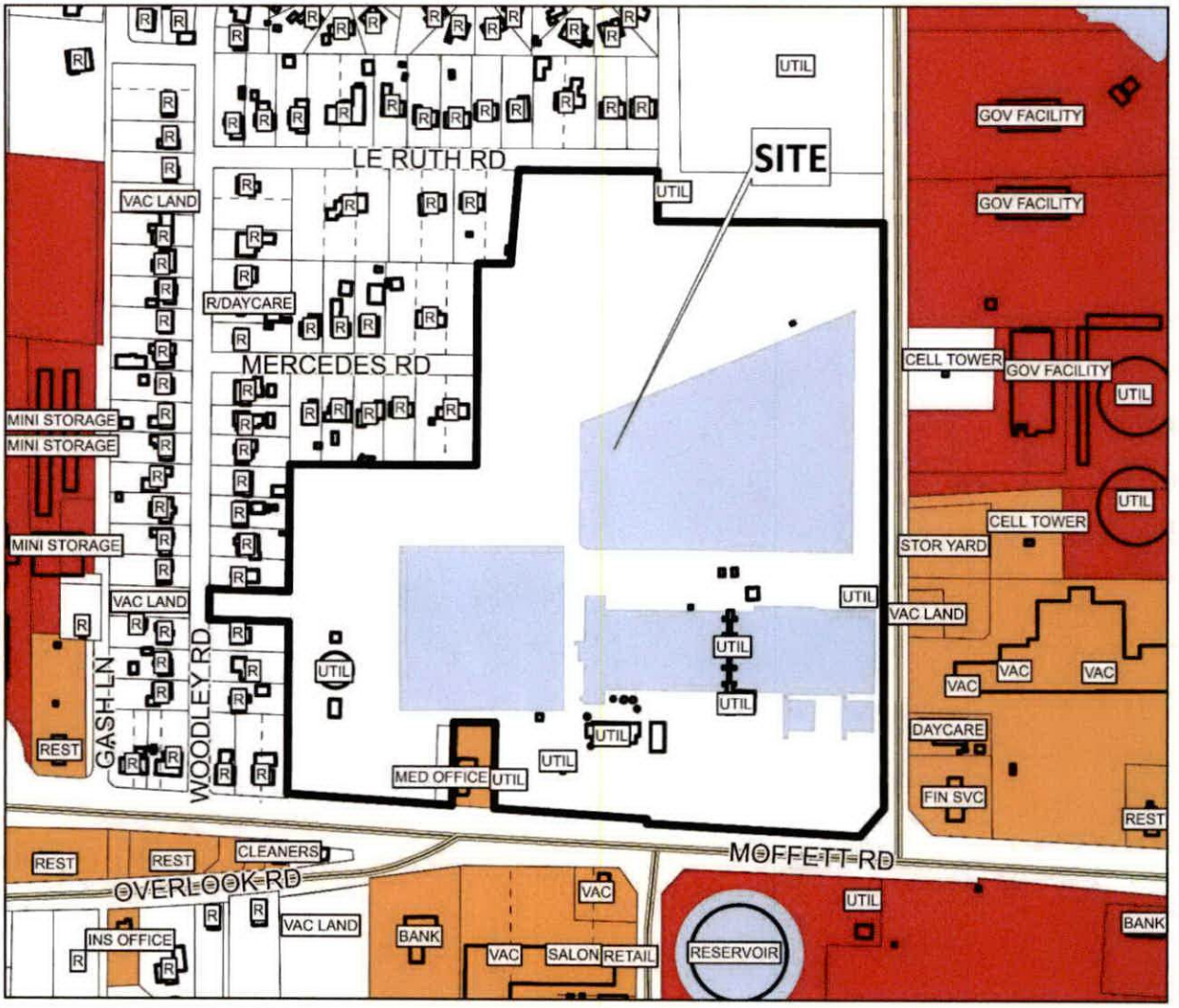
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

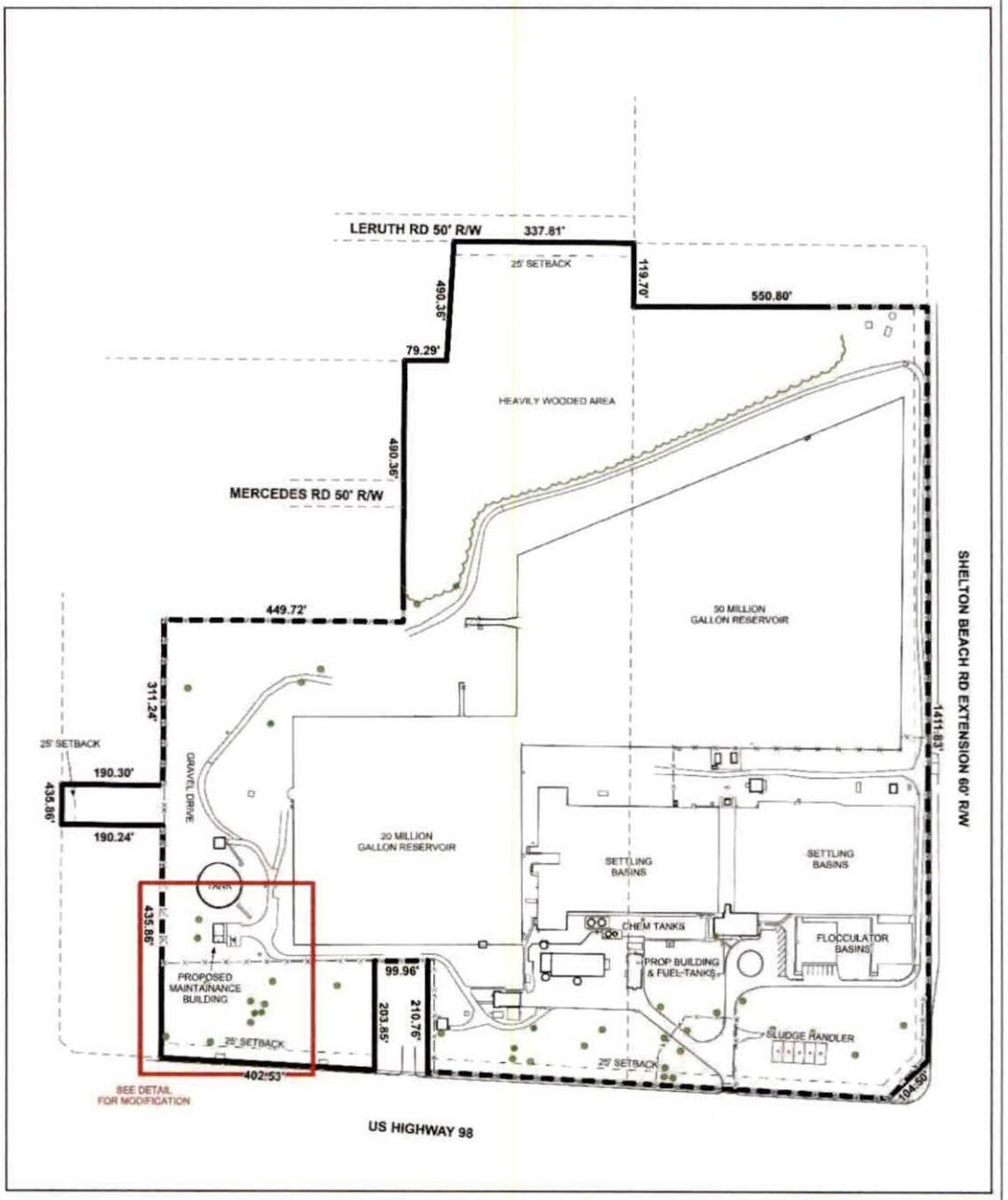
REQUEST PA Modification, PUD Modification

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

N

NTS

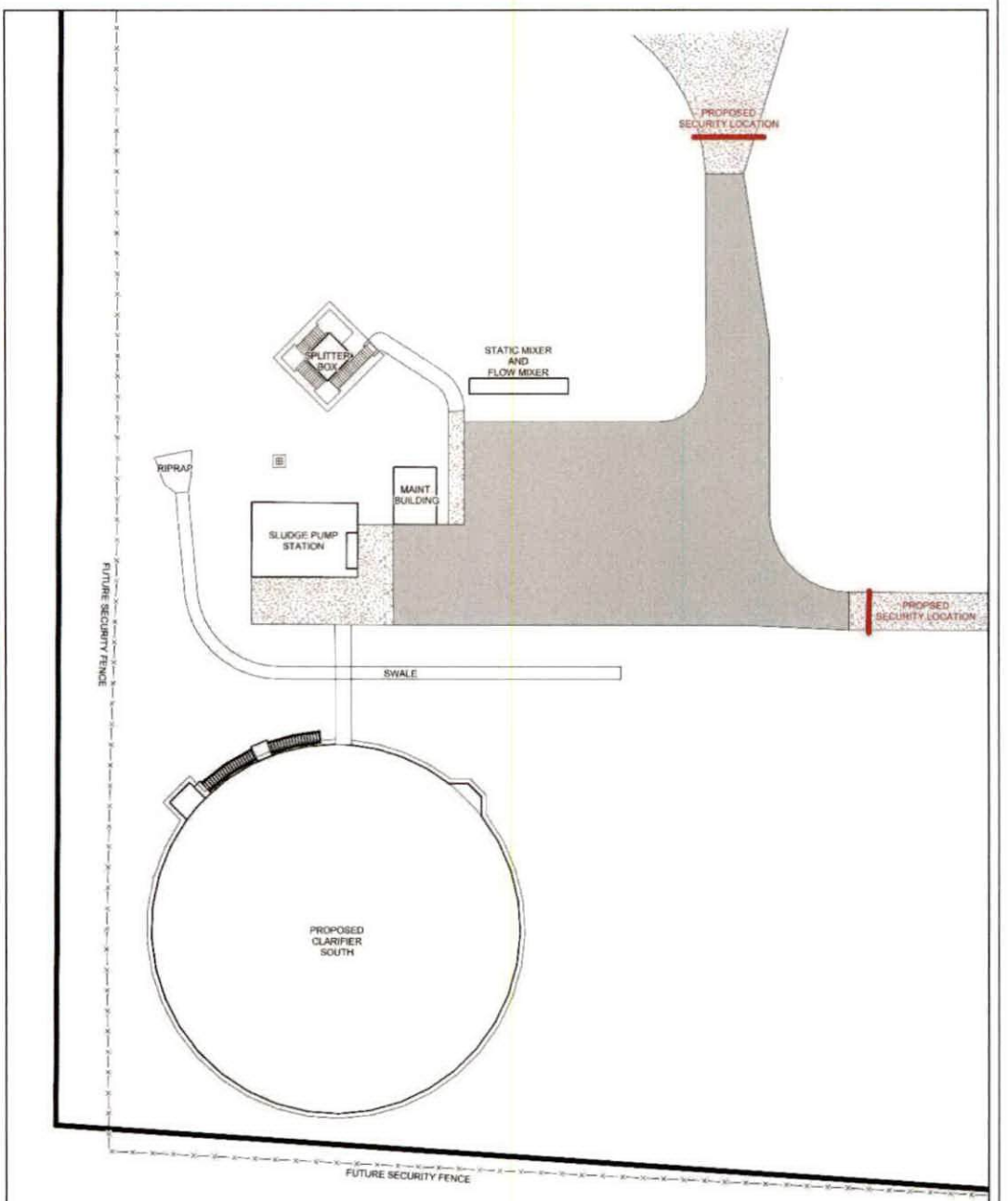
EXISTING SITE PLAN



The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









Planning Commission
January 15, 2026

Agenda Item # 11

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

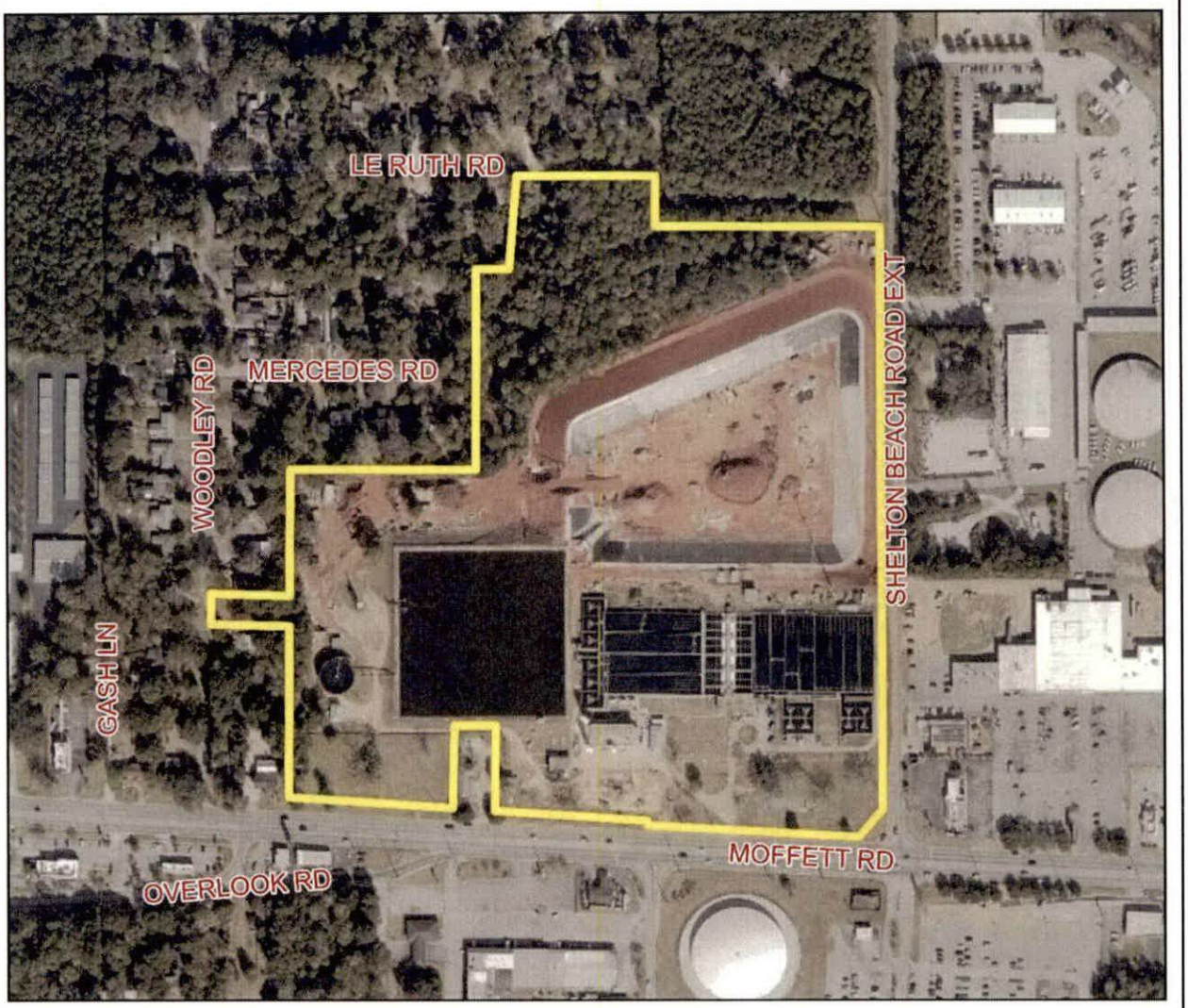
Considerations:

1. Holdover.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development; and

b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

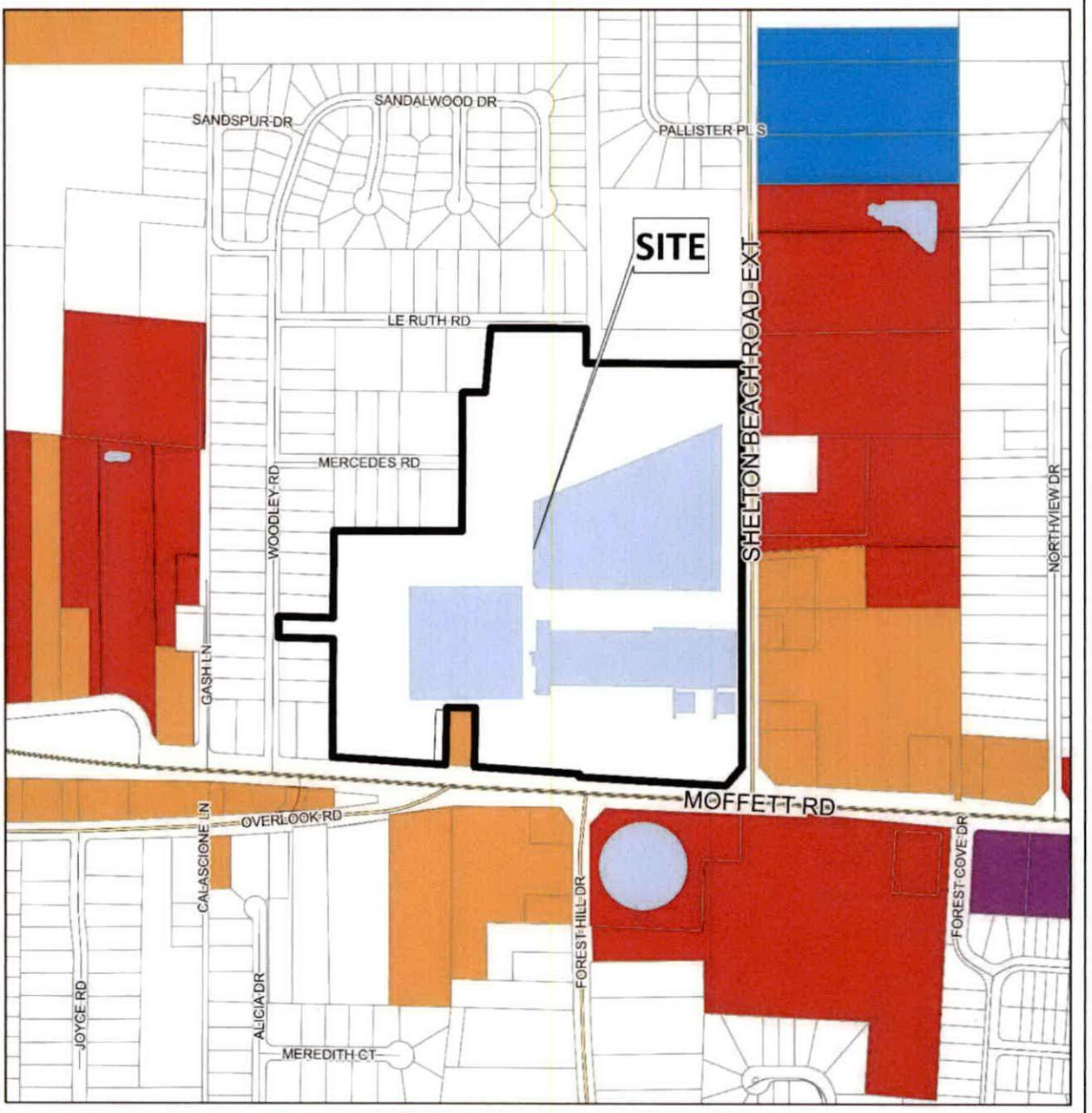
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE January 15, 2026

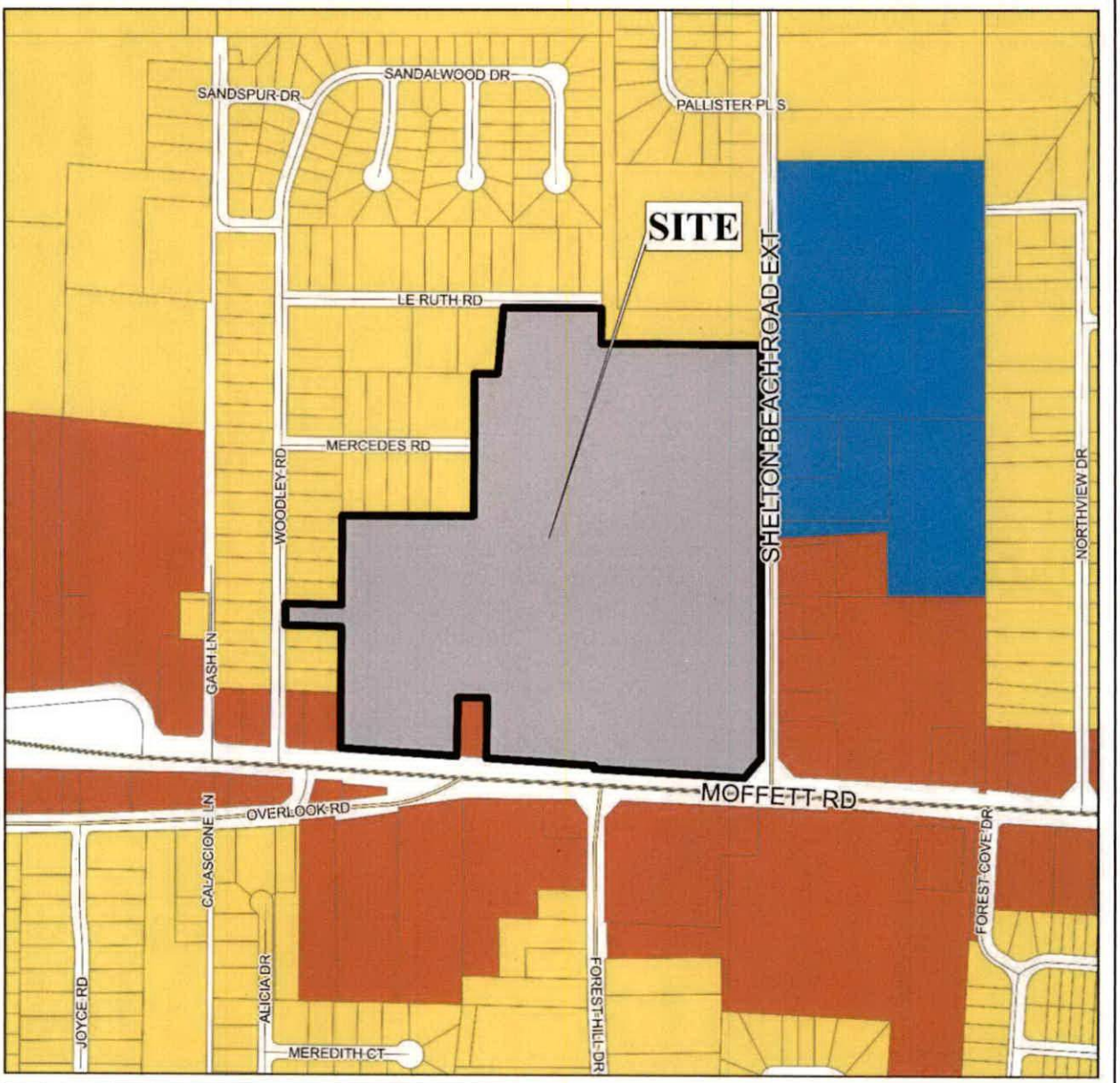
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

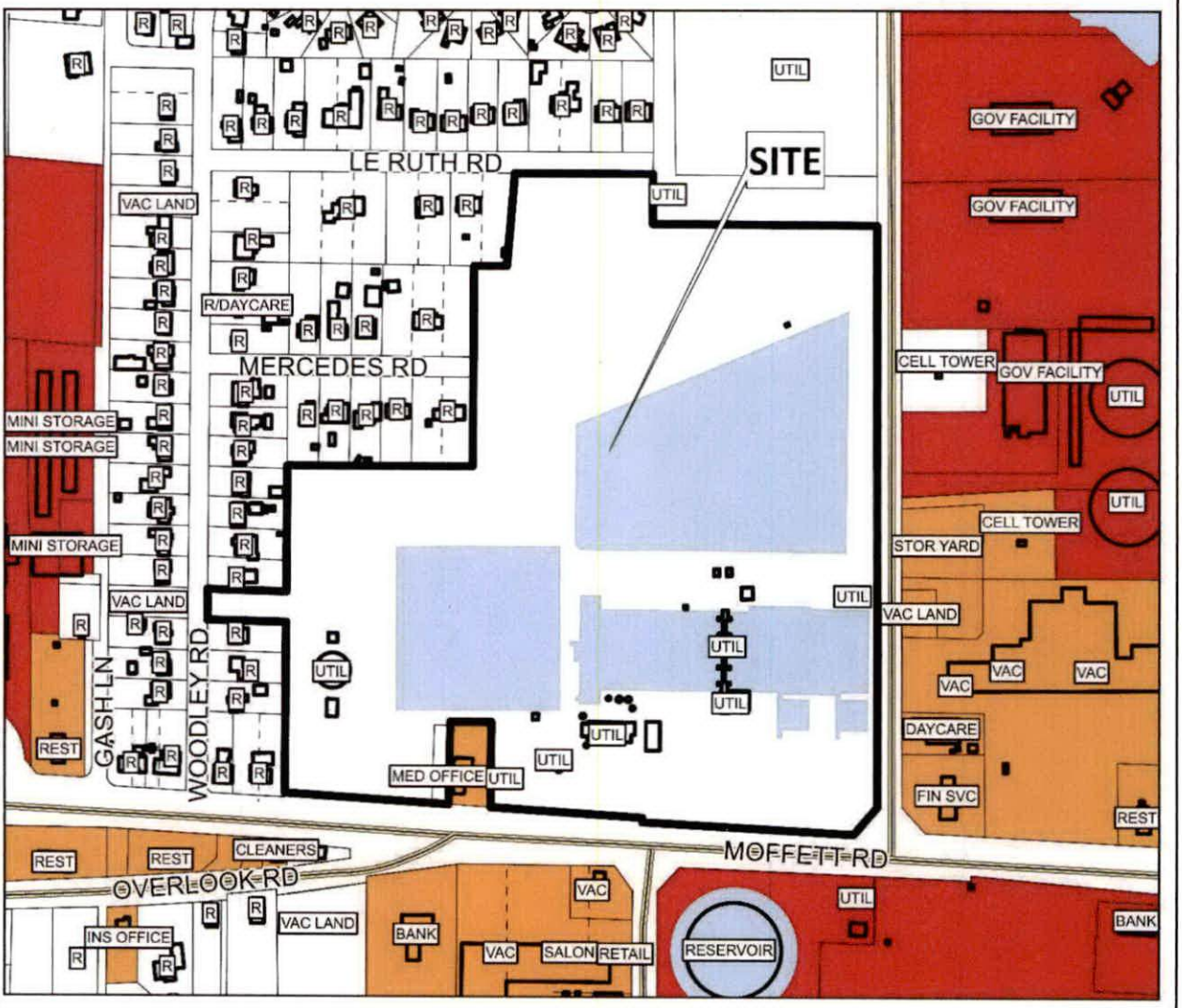
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

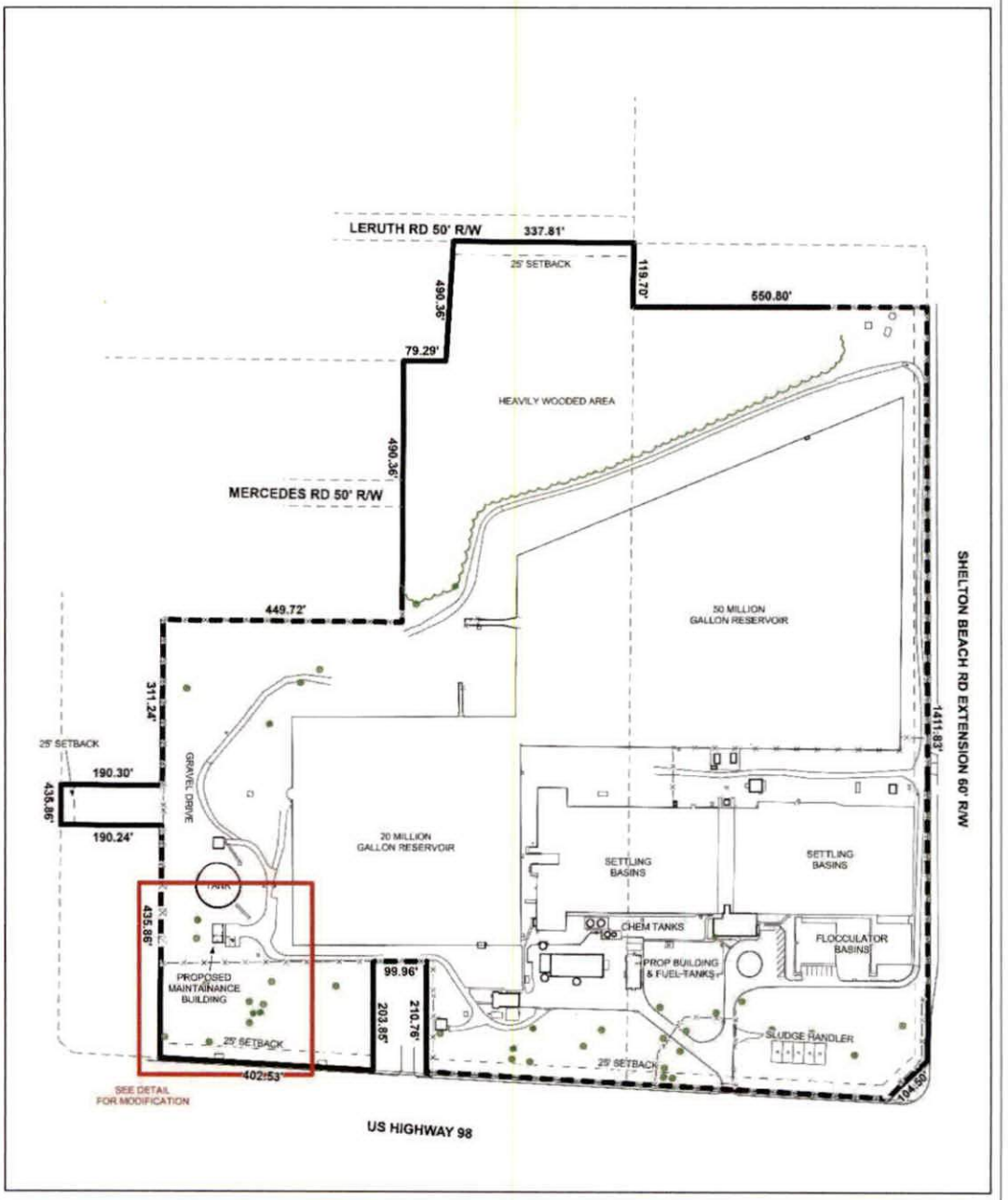
REQUEST PA Modification, PUD Modification

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

N

NTS

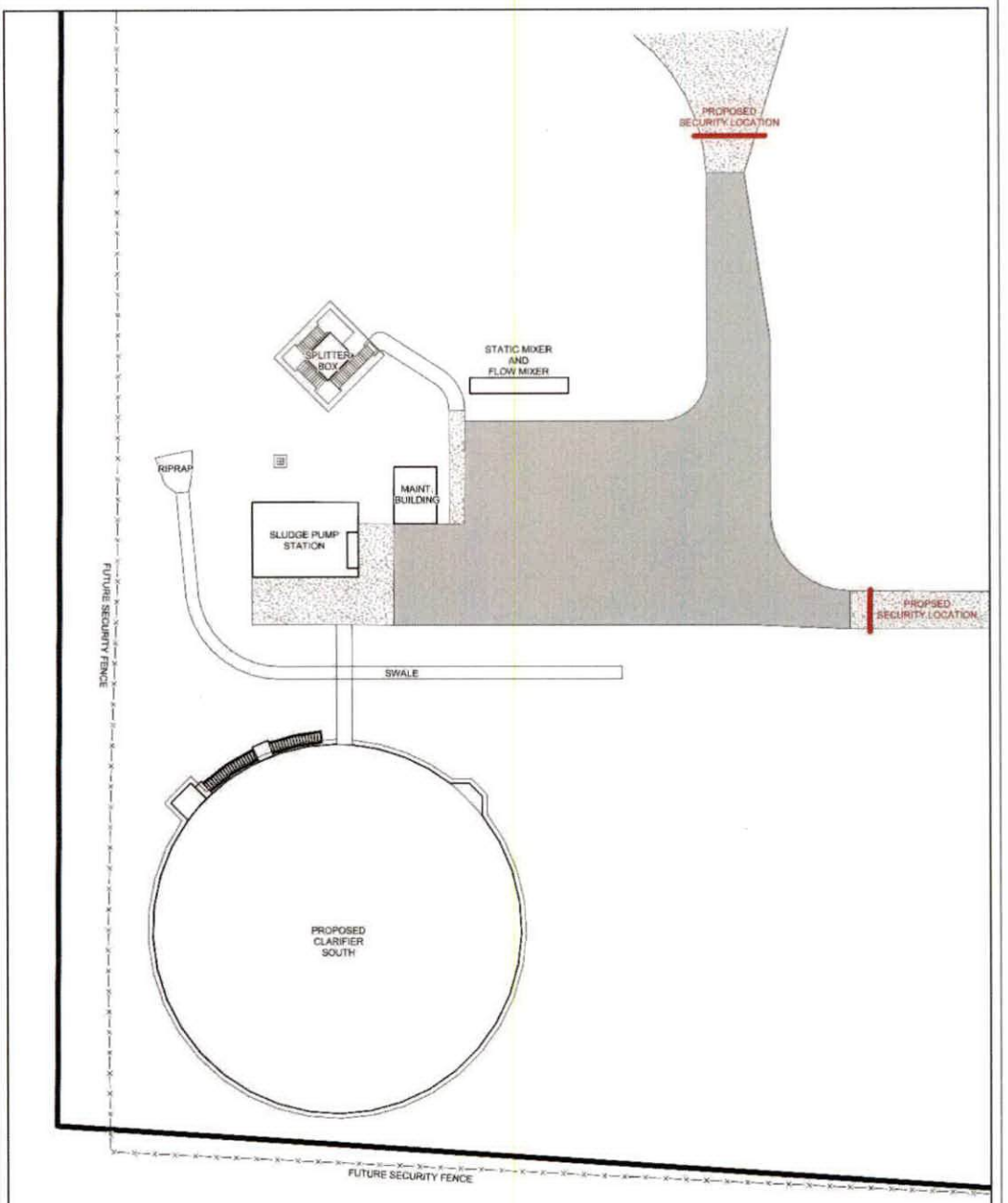
EXISTING SITE PLAN



The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER 11 DATE January 15, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER	11	DATE	January 15, 2026
APPLICANT	The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions—such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

O Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for
Property Located at 4800 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 17, 2026,** a public hearing will be held on the **21st** day of **April, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 4800 Moffett Road to allow multiple buildings on a single building site.

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

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

WHEREAS, a Planned Unit Development was approved on March 1, 2018, to allow multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements located at 4800 Moffett Road and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on December 12, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

- Total lot area in square feet and acres;
- The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
- Zoning district information;
- Parking layout and total number of spaces;
- Traffic circulation and access;
- All streets along which the site has frontage, including existing rights-of-way;
- The site's legal description or recorded plat reference;
- A graphic scale and north arrow; and
- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of April, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 25th day of March, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4800 Moffett Road.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **February 18, 2021**. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.** If approved, the modification will **allow construction of a new clarifier, pump station, and associated site improvements**, subject to the following proposed conditions: 1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include: a) Total lot area in square feet and acres; b) The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures; c) Zoning district information; d) Parking layout and total number of spaces; e) Traffic circulation and access; f) All streets along which the site has frontage, including existing rights-of-way; g) The site's legal description or recorded plat reference; h) A graphic scale and north arrow; and i) All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and 2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

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

WHEREAS, a Planned Unit Development was approved on **March 1, 2018, to allow multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements** located at **4800 Moffett Road** and described as follows:

LOT 1, MAWSS STICKNEY PLANT SUBDIVISION, AS RECORDED ON INSTRUMENT NUMBER 2021021258 IN THE OFFICE OF THE JUDGE OF PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, on **December 12, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **February 19, 2026**, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Adopted:

Lisa Lambert, City Clerk

The Board of Water and Sewer Commissioners of the City of Mobile
Lindsay Tucker, Garver, LLC, Agent
4800 Moffett Road
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

March 10, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **February 19, 2026,** considered the request of **The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements,** for the property located at **4800 Moffett Road.**

After discussion it was decided to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and

- All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

It should be noted that the applicant has submitted the requested site plan and AutoCAD (.dwg) file. Both have been reviewed by Planning and Zoning staff for approval, and the revised site plan is attached.

Copies of the application and reports are also attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 23, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003580-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

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

At its meeting on February 19, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Submission of a revised site plan, prior to the application being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development. At a minimum, the site plan shall include:

    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

The advertising fee for this application based on the current legal description, is **$449.54.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.gov) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

Board of Water and Sewer Commissioners of the City of Mobile
ATTN: Daryl Russell, PE
4725 Moffett Road
Mobile, Alabama 36618-2246

Re: 4800 Moffett Road
MOD-003580-2025
The Board of Water and Sewer Commissioners of the City of Mobile (Lindsay Tucker, Garver, LLC, Agent)
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a new clarifier, pump station, and associated site improvements.

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

After discussion The Planning Commission heldover the request to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional PUD modifications, subject to review and approval by the Planning Commission and City Council; and

2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

☐ **Terminating a Previously approved Planned Unit Development**
Checklist E

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

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

	Applicant	Agent (If Applicable)
Address:	Board of Water and Sewer Commissioners of the City of Mobile	11 N. Water Street, Suite 10290, Office 1080
Email:		[redacted]
Phone:	251.694.3100	
Email:	[redacted]	
Name:		Lindsay Tucker, PE

	Owner	Design Professional
Name:		Lindsay Tucker
Firm:	Mobile Area Water and Sewer System	Garver, LLC
Phone:	251.694.3100	251.895.7594
Email:	[redacted]	[redacted]
Address:	4725 Moffett Road, Mobile, AL	11 N. Water Street, Ste. 10290, Office 1080

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

4800 Moffett Rd., Mobile, AL 36618-2246 — Property Address

41.85 ac — Property Area (acres or square feet)

2801023000005XXX

Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/10/2025 Date

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

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

Lindsay Tucker — Applicant or Agent Signature

12/10/2025 — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

   The Stickney WTP Solids Handling Improvements project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

   Light Industry
   Future Land Use Map (FLUM) Designation

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

   The surrounding neighborhood is zoned as Low Density Residential. The purpose and ongoing operation of the site is to provide treatment of surface water for the production of clean potable water. The proposal and plan is compatible with this ongoing purpose and has been evaluated as necessary for its sustained longevity. The Owner has continued to make careful considerations to the health, safety, and comfort of the surrounding residents with regards to it's operation. The upgrades within this project proposal are intended by the Owner to maintain and provide these same considerations to the community and pro-actively communicate these developments.

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

   The Proposed developments would only upgrade the existing water treatment facility that exists on the property. The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less then 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

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

The upgrade additions above ground include a new circular clarifier tank, a pump station building, and concrete splitterbox for directing flow. The total area to be developed is approximately

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

The existing site area landscaping and within the property consists of grass and several trees. The design requires that the contractor will restore any disturbed areas not developed, to the previous conditions. The existing screening for the site is planned to remain in it's current condition.

☐ Lighting:

Additional lighting will be provided at the proposed facility upgrades for worker safety and operation. This includes the staircase on the additional clarifier, the new pump station building, and in the vicinity of the splitter box. Additional lighting in the facility is intended to reduce light pollution and mitigate any disturbances to adjacent residential or property owners.

☐ Hours of operation:

The facility is staffed and operated 24 hours a day and 7 days a week as required by the Alabama Department of Environmental Management (ADEM).

☐ Other conditions that are unique to the use of the property:

The facility operates under ADEM Classification (Sect. 335-10-1) and is permitted to produce up to 60 MGD of potable water a day.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed project will mitigate and intends to minimize these elements that cause health, safety, environmental, or other disturbances through safe and ethical engineering design practices. Engineering design documents will require that the general contractor awarded the bid to construct the proposed upgrades, adhere to the standards outline in the engineering design drawings as well as the engineer design specifications. These contract documents are to be provided by Garver USA, LLC., under a licensed professional engineer(s) with the State of Alabama, and legally authorized to do business in the State and the City of Mobile.

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

The proposal for upgrades to the E.M. Stickney WTF, owned by MAWSS, are intended to continue service of potable water to the surrounding community and the general public. MAWSS serves the City of Mobile, parts of Mobile County and Semmes, Prichard, Chickasaw and Spanish Fort by providing potable water, of which Stickney WTF is a major contributor. The upgrades within this proposal are part of careful considered plans that identified the necessary measures MAWSS should incorporate. MAWSS and the design professional have endeavored to take every opportunity to make design choices that will increase the quality of life and the future of the community.

City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project MAWSS Stickney Water Treatment Plant Solids Upgrades

Address 4800 Moffett Road, Mobile, AL 36618

Owner Board of Water and Sewer Commissioners of the City of Mobile

Address PO Box 180249 Zip Code 36618

Phone 251.694.3100 Fax 251.281.2191 Email

Authorized Agent Doug Cote

Address 4725 Moffett Road, Mobile, AL Zip Code 36618

Phone 251.694.3100 Fax [redacted]

Contractor

Address Zip Code

Phone Fax Email

Civil Engineer Garver, LLC

Address 11 N. Water Street, Suite 10290, Office 1080 Zip Code 36602

Phone 251.895.7584 Fax [redacted]

Architect

Address Zip Code

Phone Fax Email

Submitted by:

Lindsay I. Tucker, PE

Signature Print

12/3/2025 Project Manager/Garver

Date Affiliation to project/Organization

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Douglas Cote/Director of Plant Operations, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Mobile Area Water and Sewer System*, a corporation for the property located within the city limits of Mobile, Alabama at 4800 Mofffett Road (E.M. Stickney Water Filtration Plant).

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.

Linddsay Tucker, P.E. of Garver USA Designee (1)	Designee (2)
[redacted] Email	Email
251-895-7594 Phone Number	Phone Number
Signature of Company Owner	12/3/2025 Date

11 North Water St.
Suite 10290, Office 1080
Mobile AL, 36602

[redacted]

MEMORANDUM

Date: December 10, 2025

To: City of Mobile, Planning and Zoning

From: Garver, LLC (on behalf of the Board of Water and Sewer Commissioners of the City of Mobile (MAWSS))

RE: Project Description and Justification of Request for the Stickney WTP Solids Upgrades
Garver Project No. W10-2501551

To Whom it may Concern,

Garver is submitting a request on behalf of MAWSS for Planning Approval of the described project. This project involves upgrades to the solids handling facilities at the E.M. Stickney Water Treatment Plant at 4800 Moffett Road. This project involves upgrades to the water plant's solids handling facilities and includes the construction of a new clarifier and pump station on the site as well as associated site improvements.

The Proposed developments will upgrade the existing water treatment facility that exists on the property. The upgrades include a new circular clarifier, a pump station building, and concrete splitter box for directing flow. The total area to be developed is approximately 12,000 square feet, which accounts for less than 10% of the site acreage. The proposal includes one (1) pump station building less than 1,000 square ft. The proposed pump station building will replace an existing maintenance building of similar square footage.

The Stickney WTP Solids Upgrades project is consistent with the City's Map for Mobile's comprehensive vision by investing in resilient infrastructure, safeguarding natural resources, and ensuring the quality of water supply can be sustained at a reasonable cost to the community. The proposed upgrades represent a tangible implementation of the City of Mobile's plans and principles through modernization of essential city services.

Please don't hesitate to reach out to me with questions regarding this application.

Sincerely,

Lindsay T. Tucker, PE
Gulf Coast Team Leader
Garver, LLC

STICKNEY WTP SOLIDS UPGRADES

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

MOBILE AREA WATER & SEWER SYSTEM

90% DESIGN - NOT FOR CONSTRUCTION

BOARD OF DIRECTORS

BARBARA DRUMMOND
CHAIR

LINDA ST. JOHN
VICE CHAIR

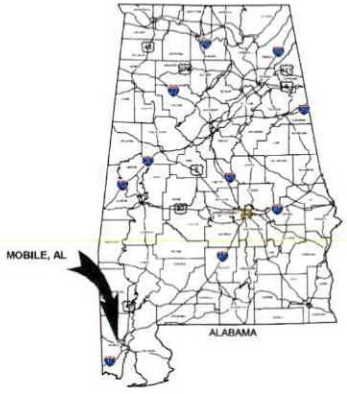
JAY W. WEBER
SECRETARY TREASURER
COMMISSIONER

THOMAS ZOGHBY
COMMISSIONER

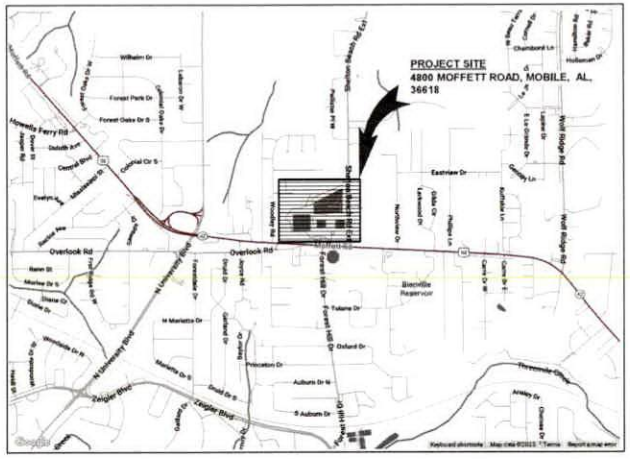
RAYMOND L. BELL JR.
COMMISSIONER

MARIA GONZALEZ
COMMISSIONER

JOHN C. WILLIAMS
COMMISSIONER



AREA MAP
NO SCALE



VICINITY MAP
NO SCALE

GARVER PROJECT NO. 2401551

NOVEMBER 2025

GARVER
11 N. Water Street
Suite 10290, Office 1080, Mobile, AL
(205) 443-3080

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REV	DATE	DESCRIPTION	BY

MOBILE AREA WATER & SEWER SYSTEM
MOBILE, AL

STICKNEY WTP UPGRADES

COVER SHEET

JOB NO.: 2401551
DATE: NOV 2025
DESIGNED BY: JBR
DRAWN BY: SJB
CHECKED BY: LIT

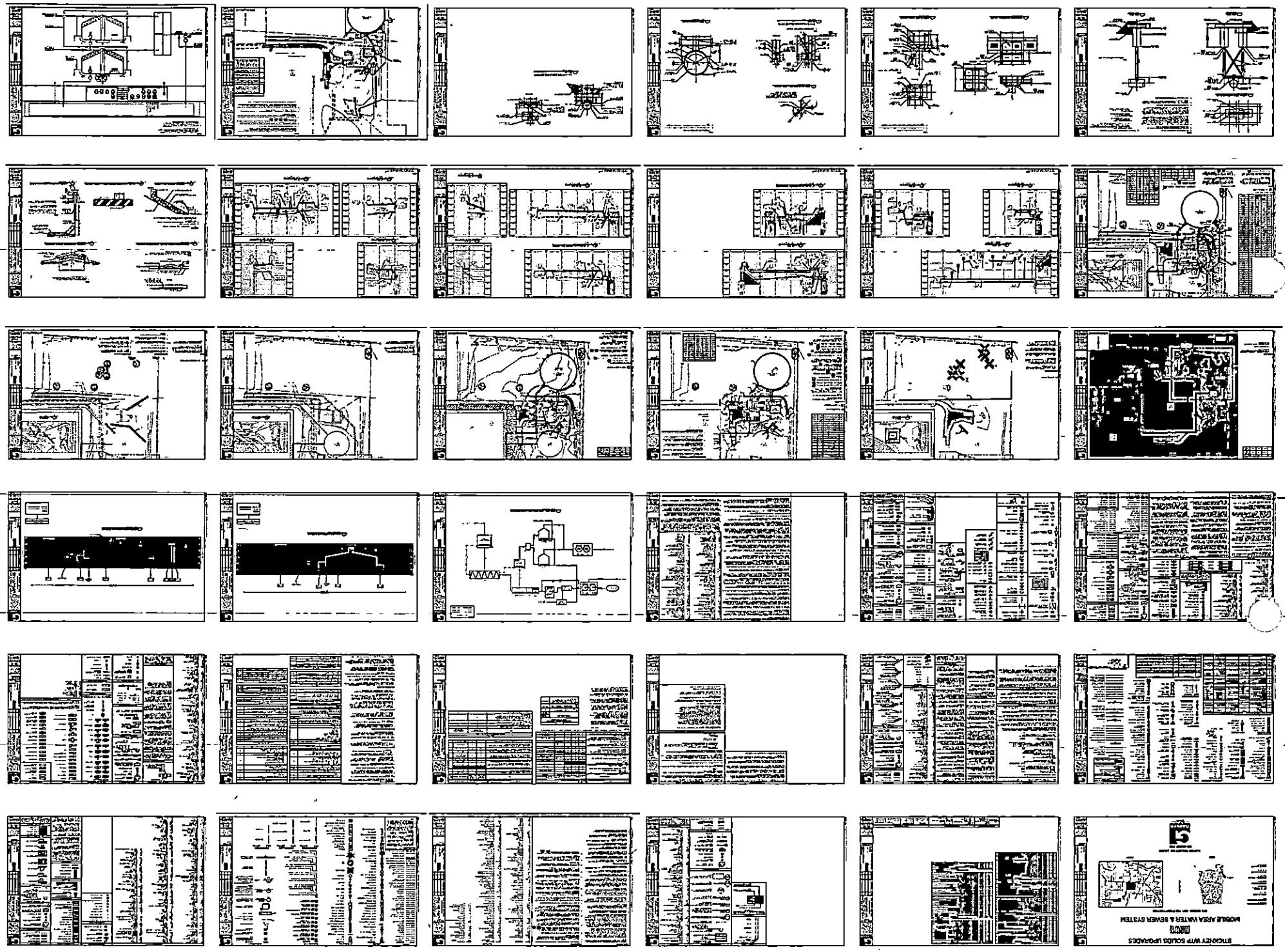
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

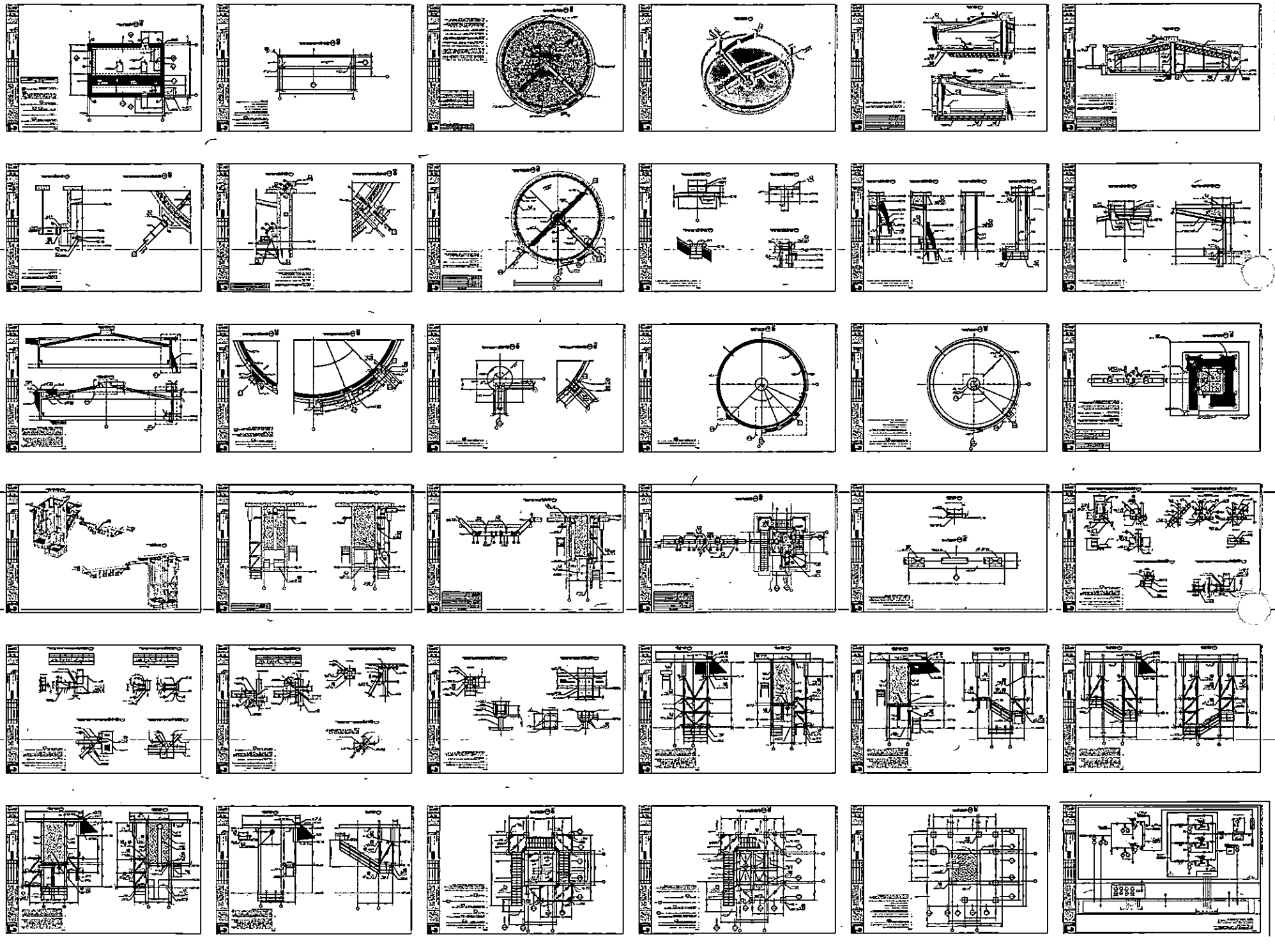
DRAWING NUMBER
01-G001

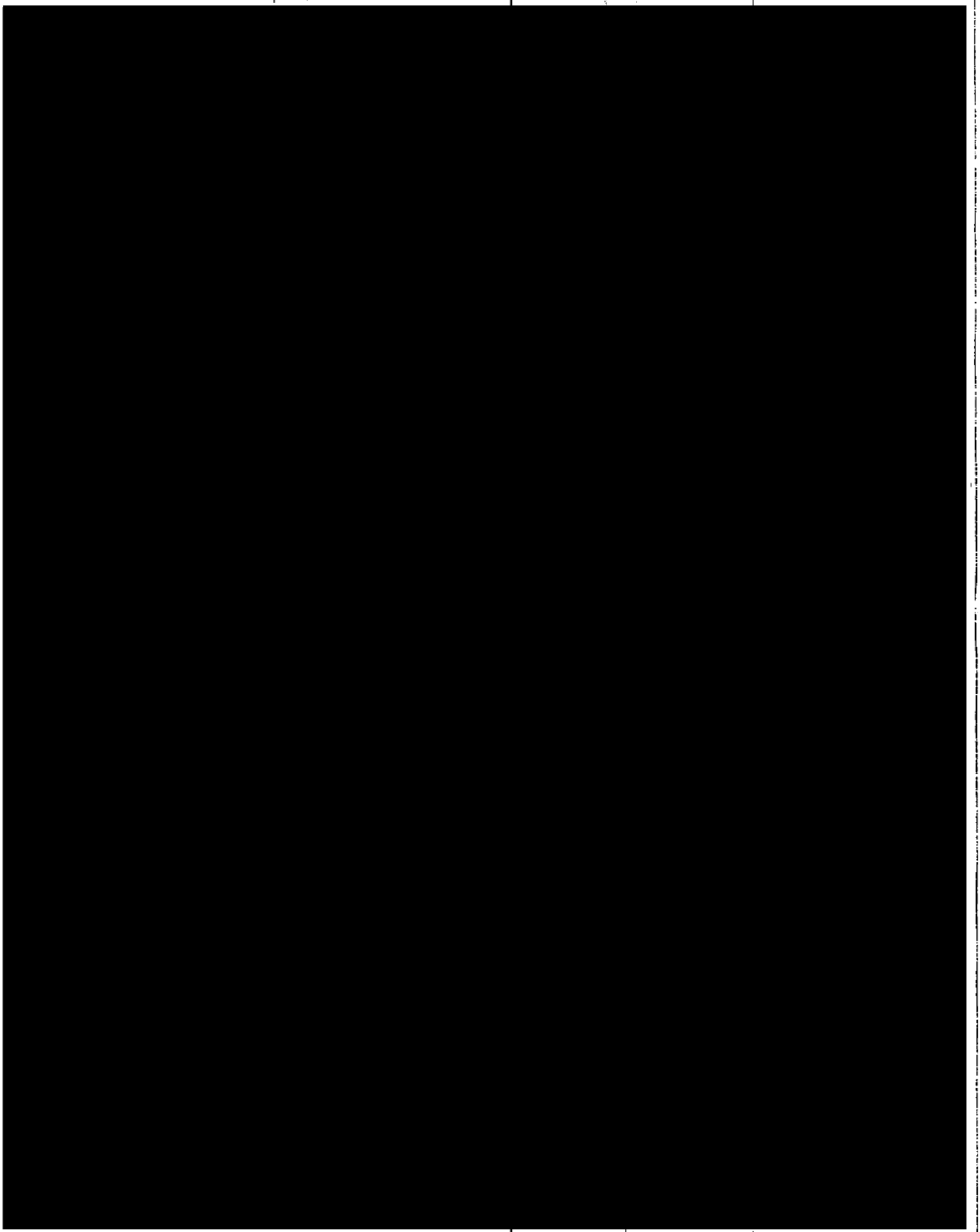
SHEET NUMBER **001**

Revit File: Autodesk Docs://W10-2401551 - MAWSS Stickney WTP Solids Upgrades/2401551_01_GENERAL.rvt
Plot Date: 11/5/2025 3:52:23 PM

106 pages







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Planning Commission
February 19, 2026

Agenda Item # 1 - HOLDOVER

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

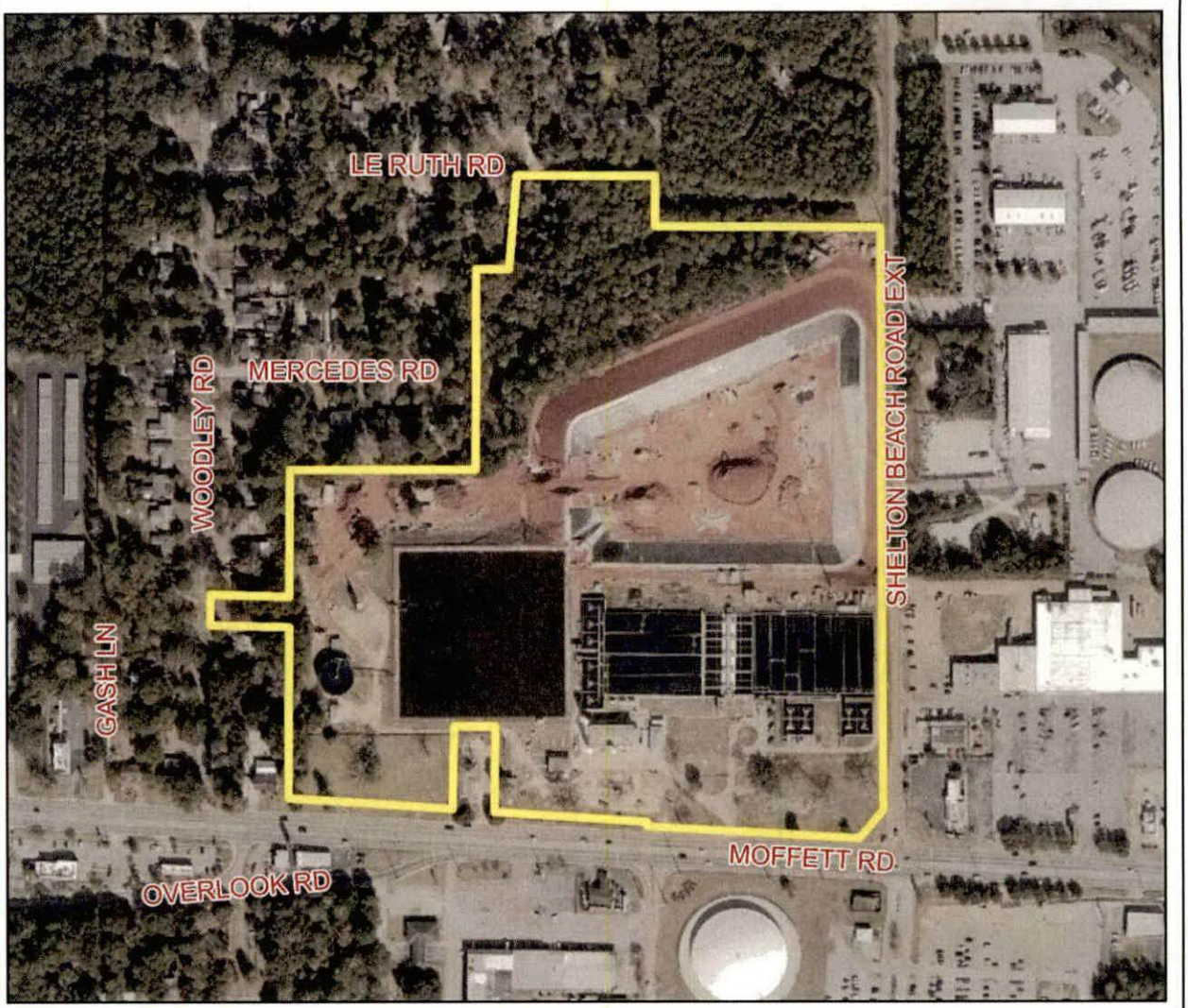
Considerations:

1. Modification of a previously approved Planning Approval with two (2) conditions.
2. Modification of a previously approved Planned Unit Development with two (2) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 3
Site History 4
Staff Comments 5
Commission Considerations 8
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

HOLDOVER COMMENTS

The Planning Commission held over the request from the January 15 meeting to allow the applicant additional time to submit a revised site plan and an AutoCAD (.dwg) file meeting Planning and Zoning Department submittal standards. The revised site plan was required to depict all existing and proposed site improvements and include, at a minimum, lot area, building and structure footprints and square footage, zoning information, parking, traffic circulation, site frontage streets and rights-of-way, legal description or plat reference, graphic scale, north arrow, and required notes.

The applicant submitted a labeled aerial photograph showing the property boundary, proposed improvements, and traffic circulation. However, existing site improvements are not illustrated, and right-of-way information is provided only for Shelton Beach Road Extension and not for Moffett Road, Woodley Road, Mercedes Road, or Le Ruth Road. The total lot area and zoning district information are provided. A metes-and-bounds legal description is included and is acceptable, though a recorded plat reference may be substituted. A graphic scale, north arrow, and required notes have been provided.

GIS staff reviewed the submitted AutoCAD file and determined it is insufficient to detail all existing and proposed site improvements, consistent with deficiencies noted in the initial submittal.

Staff advised the applicant that the holdover was intended to allow submission of a complete, updated site plan reflecting the most recently approved plan with the proposed modifications. While the labeled aerial photograph is helpful for general orientation, it is not typically accepted for final approval.

Nevertheless, the Planning Commission may choose to approve the requests based on the information provided, subject to the subsequent submission of a complete site plan for both the Planning Approval and PUD modifications.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

If the Planning Commission considers approving the Major Planning Approval and Planned Unit Development (PUD) Modification requests, the following conditions should apply:

1. Submission of a revised site plan, prior to the applications being forwarded to the City Council, depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). At a minimum, the site plan shall include:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file, prior to the applications being forwarded to the City Council, of the revised site plan meeting the Planning and Zoning Department's submittal standards.

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning

district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and

to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

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

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

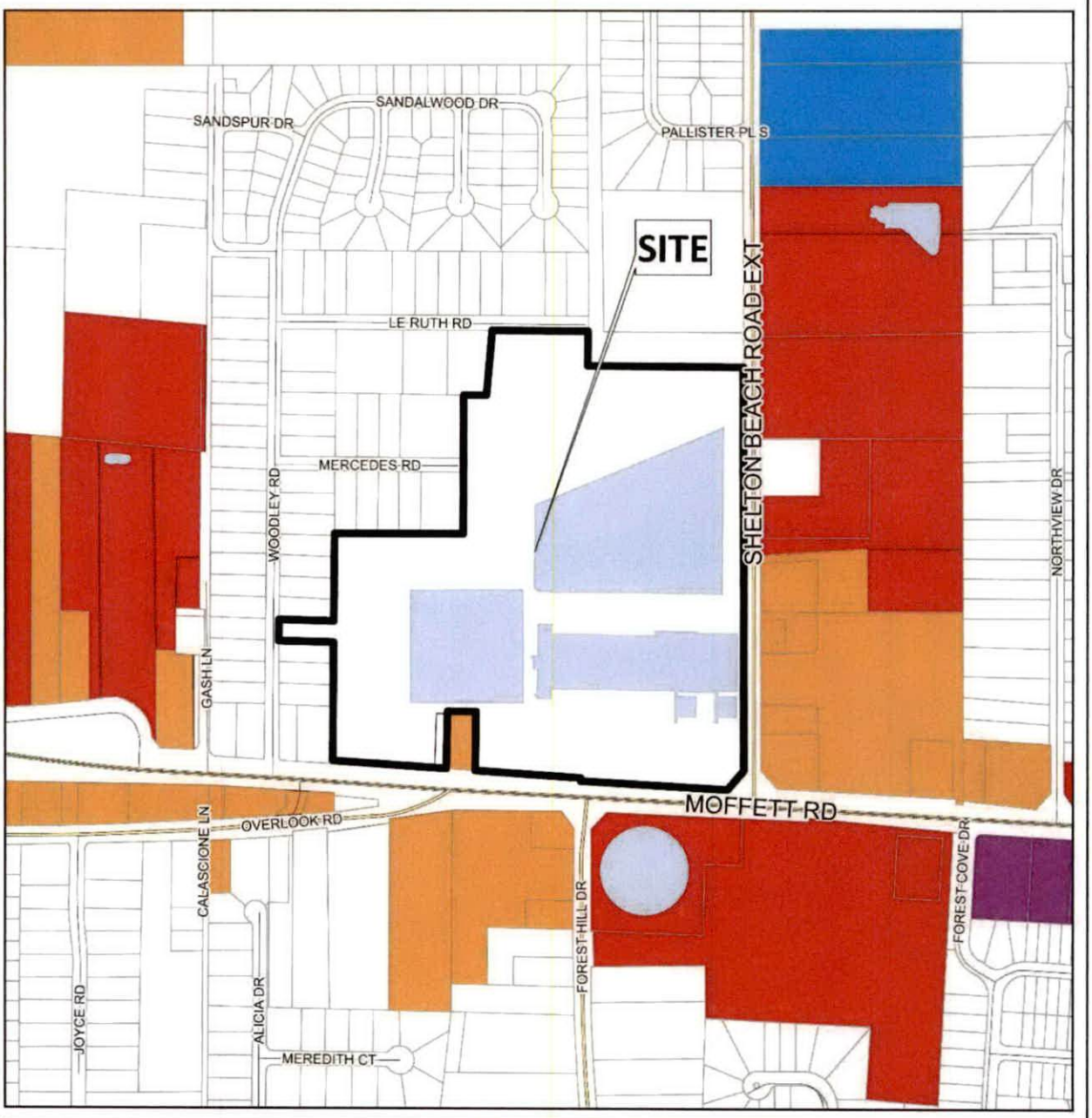
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

3. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
    - Total lot area in square feet and acres;
    - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
    - Zoning district information;
    - Parking layout and total number of spaces;
    - Traffic circulation and access;
    - All streets along which the site has frontage, including existing rights-of-way;
    - The site's legal description or recorded plat reference;
    - A graphic scale and north arrow; and
    - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
4. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE February 19, 2026

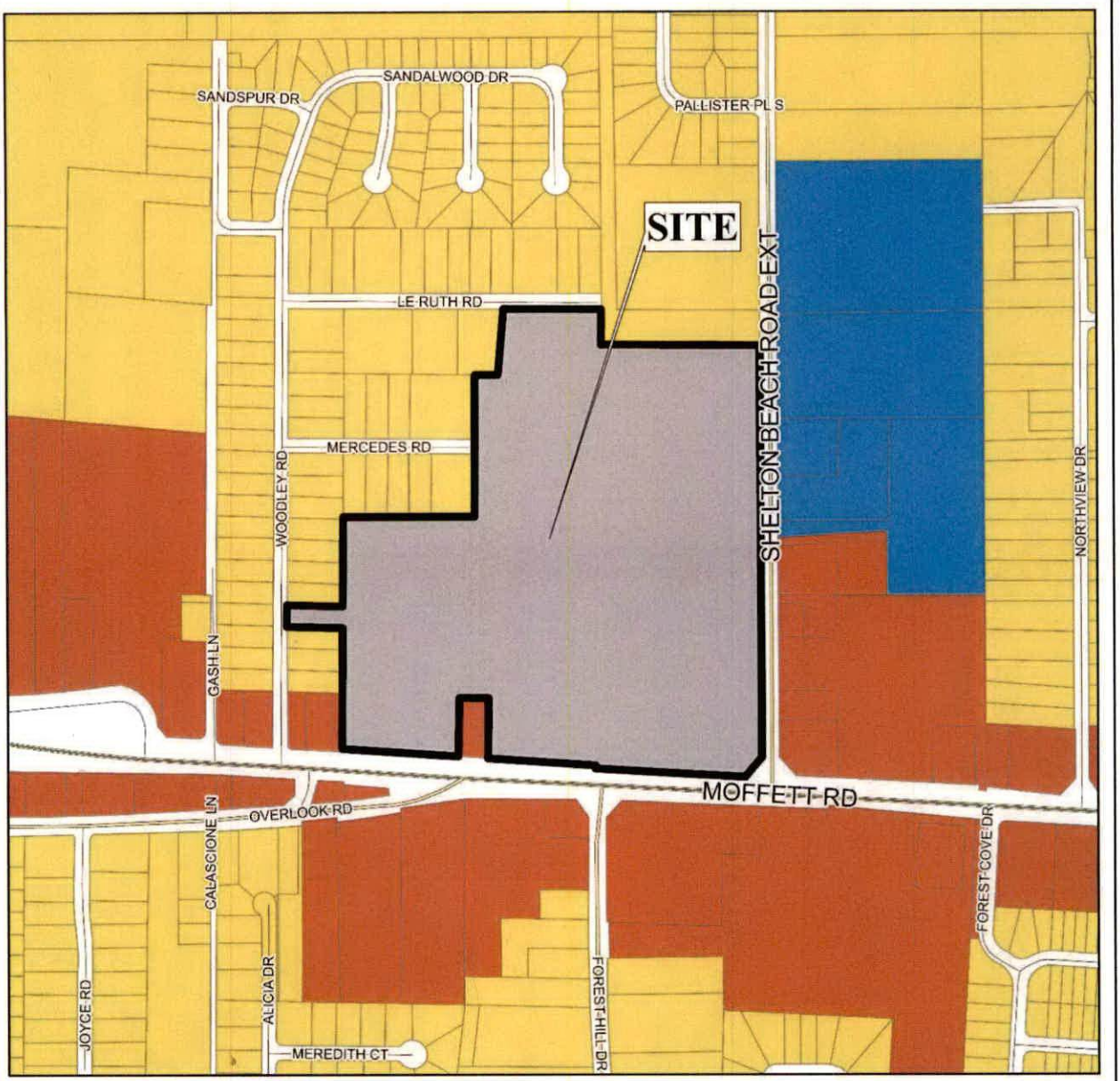
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

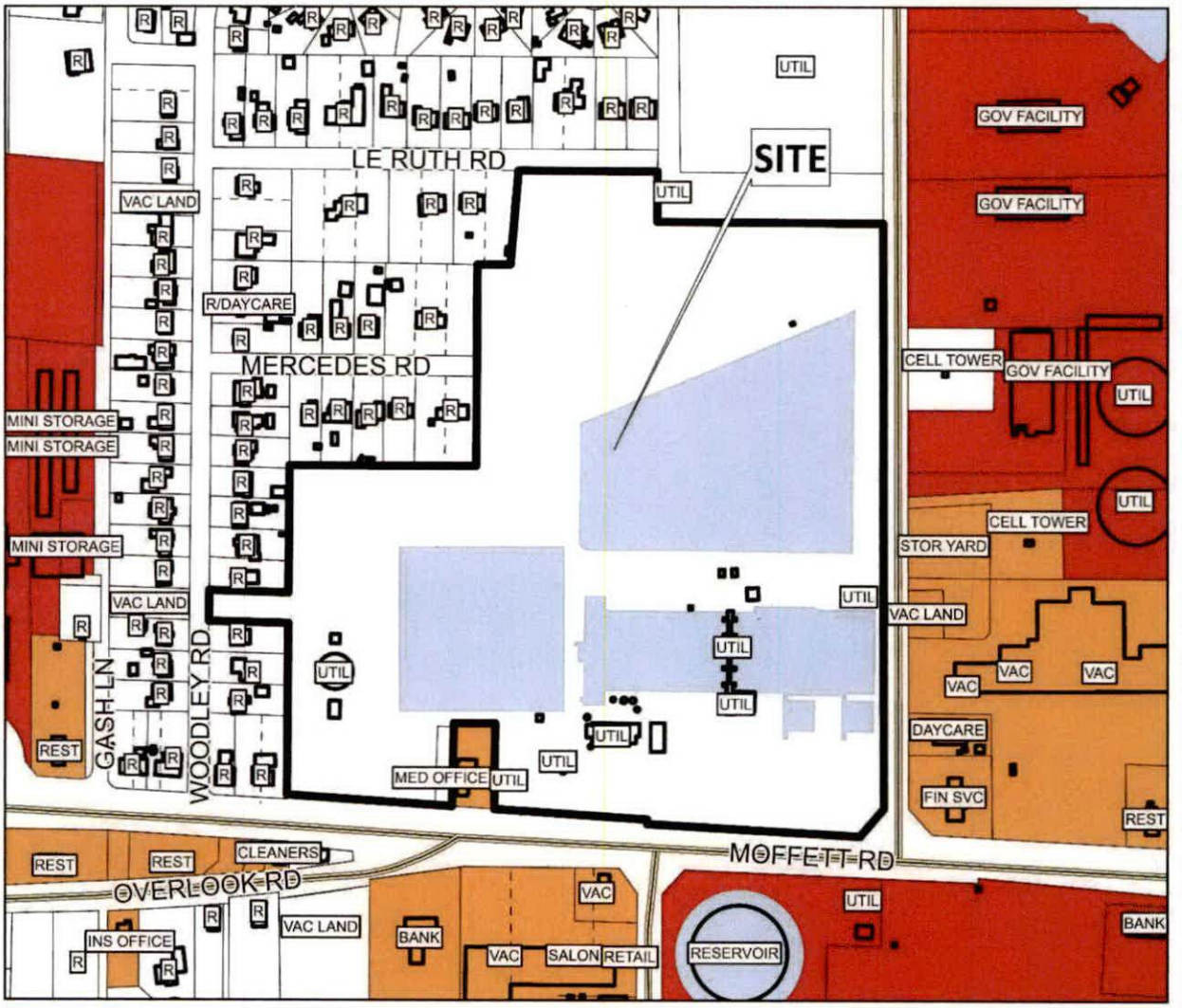
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE February 19, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

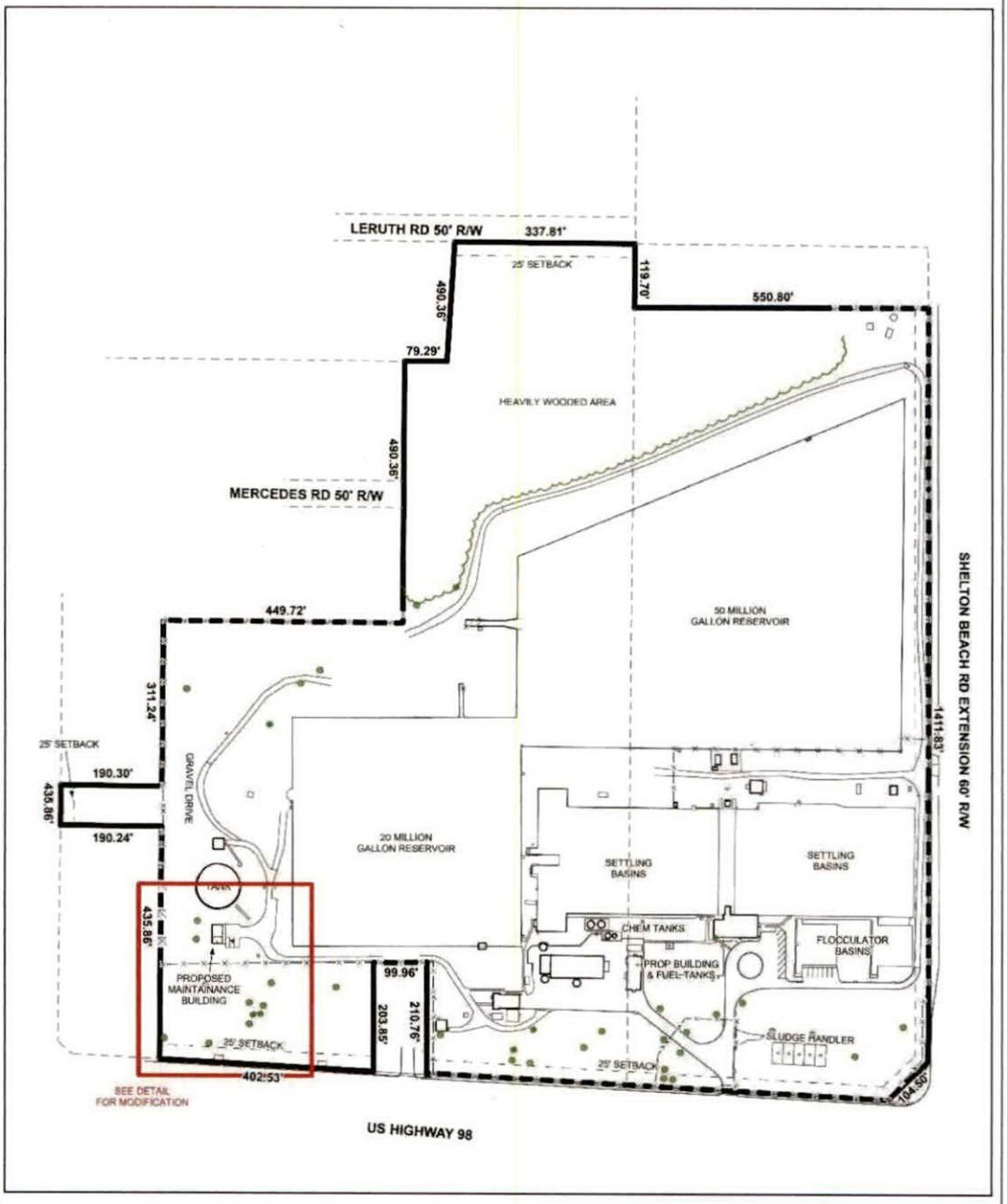
REQUEST PA Modification, PUD Modification

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

N

NTS

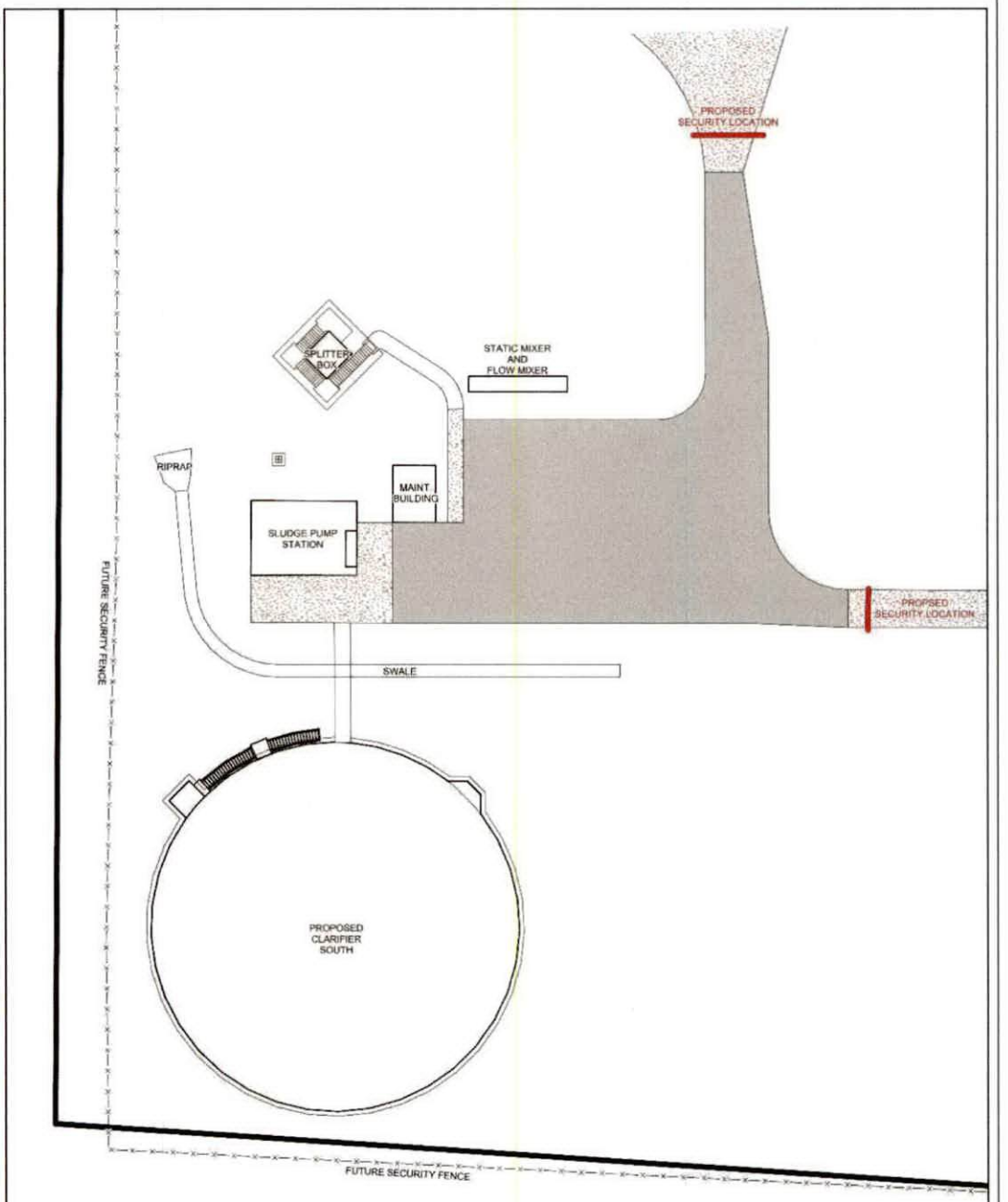
EXISTING SITE PLAN



The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



APPLICATION NUMBER 1 DATE February 19, 2026	N
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)	
REQUEST PA Modification, PUD Modification	NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

O Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









Planning Commission
January 15, 2026

Agenda Item # 11

MOD-003571-2025 & MOD-003580-2025

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

Applicant Materials for Consideration – Planning Approval Modification

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4800 Moffett Road

Applicant / Agent:
The Board of Water and Sewer Commissioners of the City of Mobile / Lindsay Tucker, Garver, LLC

Property Owner:
Mobile Area Water and Sewer System

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

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

- Modification of a previously approved Planning Approval.
- Modification of a previously approved Planned Unit Development.

Considerations:

1. Holdover.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

The site has operated as a water treatment facility since at least 1944, predating its annexation into the City of Mobile in 1956. Upon annexation, the property was assigned a single-family residential zoning classification, which it has retained through adoption of the current Unified Development Code (UDC).

In 1989, the property received Planning Approval to allow construction of an above-ground processing tank at the existing water treatment facility in the R-1, Single-Family Residential District.

At its November 2, 2009, meeting, the Board of Zoning Adjustment approved Use, Height, Side Street Side Yard Setback, and Tree Planting Variances to allow construction of a 153-foot-tall monopole telecommunications tower on a portion of the site. The tower was approved to be located 112 feet from the side street property line, with no required tree plantings, within the R-1 zoning district.

At its April 21, 2011, meeting, the Planning Commission approved Planning Approval, Planned Unit Development (PUD), and Rezoning requests to allow expansion of the existing water treatment facility within the R-1 zoning district. The approvals permitted multiple buildings on a single building site with shared access and rezoned a portion of the property from B-2, Neighborhood Business District, to R-1, Single-Family Residential District to resolve a split-zoning condition. The Planning Approval and PUD were conditioned upon submission of a Subdivision application by October 2011, as the site consisted of a combination of metes-and-bounds parcels and legal lots of record. Rezoning approval was conditioned upon approval of the PUD.

The City Council approved the rezoning request at its June 7, 2011, meeting, and the Planning Commission approved a one-lot subdivision at its November 3, 2011, meeting. However, the subdivision plat was not recorded in the Mobile County Probate Court, and the approval subsequently expired.

Also at its November 3, 2011, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Mercedes Road and Le Ruth Road.

At its February 18, 2021, meeting, the Planning Commission approved Subdivision, Planning Approval, and PUD requests for a one-lot subdivision and further expansion of the existing water treatment facility with multiple buildings on a single site. The site was subsequently developed in accordance with these approvals, and the subdivision plat was recorded in the Mobile County Probate Court as the *MAWSS Stickney Plant Subdivision*.

Most recently, at its May 20, 2021, meeting, the Planning Commission approved a Sidewalk Waiver request waiving the construction of sidewalks along Shelton Beach Road Extension and Moffett Road.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003571-2025)

No comments.

Planned Unit Development Modification (MOD-003580-2025)

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing water treatment facility located within an R-1, Single-Family Residential Suburban District. The requests seek to modify a previously approved Planning Approval to allow further expansion of the water treatment facility within the R-1, Single-Family Residential Suburban District, and to modify a previously approved Planned Unit Development (PUD) permitting multiple buildings on a single building site in order to allow construction of a new clarifier, pump station, and associated site improvements.

A comparison of recent aerial imagery with the Planning Approval and PUD site plans approved in 2021 indicates that the site is developed with an operations building; two (2) pump buildings; a chlorine building; a flow control building; a blower building; multiple settling and flocculator basins; an underground sludge handler; two (2) surface reservoirs; a thickener/clarifier tank; multiple chemical tanks; an emergency power generator building and a maintenance building approved by the Planning Commission in 2021; and a telecommunications tower approved by the Board of Zoning Adjustment in 2009.

The site plan submitted with the application depicts only the proposed improvements, which include a new circular clarifier tank, a pump station building, and a concrete splitter box for directing flow. The applicant indicates that the total area of new development is approximately 12,000 square feet, with the proposed pump station building replacing an existing maintenance building of less than 1,000 square feet. No additional parking appears to be required as a result of the proposed modifications, and two (2) existing parking spaces would be removed in conjunction with the demolition of the existing maintenance building, but staff cannot verify if parking for the overall development will remain compliant without a comprehensive site plan.

Planning Approvals and Planned Unit Developments are site-plan–specific. Therefore, if the requests are approved, a revised site plan depicting all existing and proposed site improvements must be submitted to the Planning and Zoning Department. The site plan should include the total lot area in both square feet and acres; the size of each building, tank, and processing facility; all streets along which the site has frontage with their respective rights-of-way; and all applicable site data, including zoning district information, parking, traffic circulation, and required notes. In addition, the plan should include the site's legal description or recorded plat reference, a graphic scale, and a north arrow, as well as compliance with any conditions of approval, if approved.

Commercial use of the property would typically require buffering where the site abuts residentially zoned property. However, previous Planning Approval and PUD approvals allowed the existing six-foot-tall chain-link security fence surrounding the site to remain. Additional approval to retain the chain-link fence may therefore be appropriate.

The proposed modifications do not necessitate submission of a photometric plan at this time. Any new site lighting, however, must comply with the illumination standards of Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are illustrated on the submitted site plan, and it is unclear from aerial imagery whether any currently exist on site. Any dumpster placed on the property must comply with the enclosure and placement standards of Article 3, Section 64-3-13.A.4. of the UDC and should be illustrated on revised Planning Approval and PUD site plans. Alternatively, a note state curbside waste removal is utilized should be placed on the revised site plans.

It is unclear whether the proposed improvements would require removal of any required trees. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any applicable tree plans on file.

Signage is not depicted or described in the application materials. Any signage will require separate review and permitting through the Planning and Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits from the Permitting Department.

The water treatment facility has been in operation since 1944, as documented in previous Planning Commission reviews, and the Commission has approved modifications to the PUD and Planning Approval over time. The proposed improvements represent a relatively minor modification to the site and its operations and are not anticipated to result in significant impacts to the surrounding neighborhood with respect to public health, safety, or welfare. As such, approval of the requested Planning Approval and PUD modifications may be appropriate.

Any future development or redevelopment of the site may require additional Planning Approval and PUD modifications, subject to review and approval by the Planning Commission and City Council. A note to this effect should be included on the Final Planning Approval and PUD Site Plans.

If approved, revised Modified Planning Approval and PUD Site Plans (hard copy and PDF) must be submitted to and approved by the Planning and Zoning Department prior to recordation in Probate Court, in accordance with Section 64-5-8.B.2(f) of the UDC.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting,

hours of operation or any other conditions that mitigate the impacts of the proposed development; and

b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

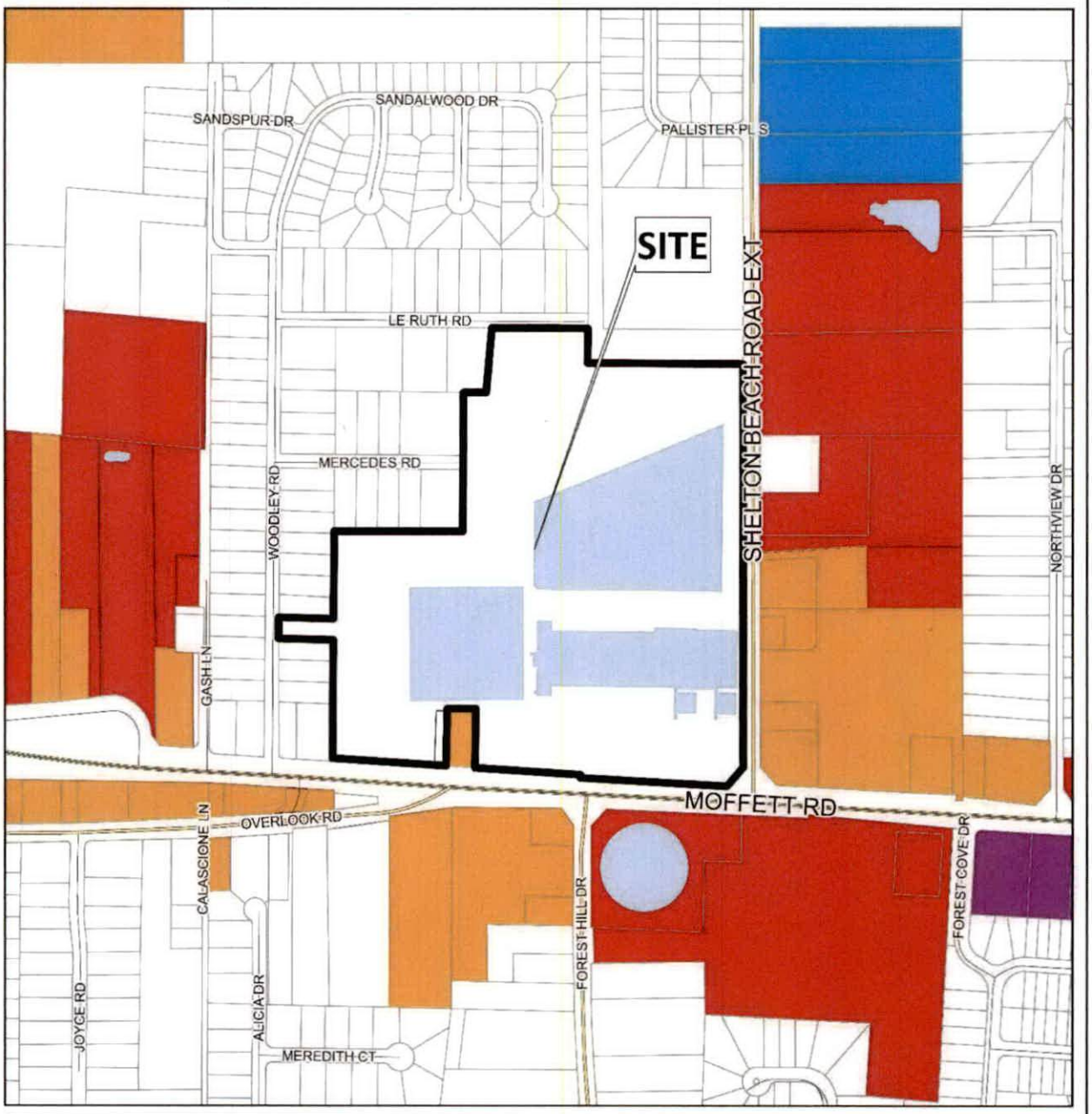
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

The Planning Commission should consider holding the request over to the February 19th meeting, with required revisions and any additional information submitted no later than February 6th to allow the applicant adequate time to address the following:

1. Submission of a revised site plan depicting all existing and proposed site improvements, consistent with the previously approved Planning Approval and Planned Unit Development (PUD). The site plan shall include, at a minimum:
   - Total lot area in square feet and acres;
   - The footprint and square footage of all buildings, tanks, clarifiers, processing facilities, and structures;
   - Zoning district information;
   - Parking layout and total number of spaces;
   - Traffic circulation and access;
   - All streets along which the site has frontage, including existing rights-of-way;
   - The site's legal description or recorded plat reference;
   - A graphic scale and north arrow; and
   - All required notes, including a note stating that future development or redevelopment may require additional Planning Approval and/or PUD modifications, subject to review and approval by the Planning Commission and City Council; and
2. Submission of an AutoCAD (.dwg) file of the revised site plan meeting the Planning and Zoning Department's submittal standards.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE January 15, 2026

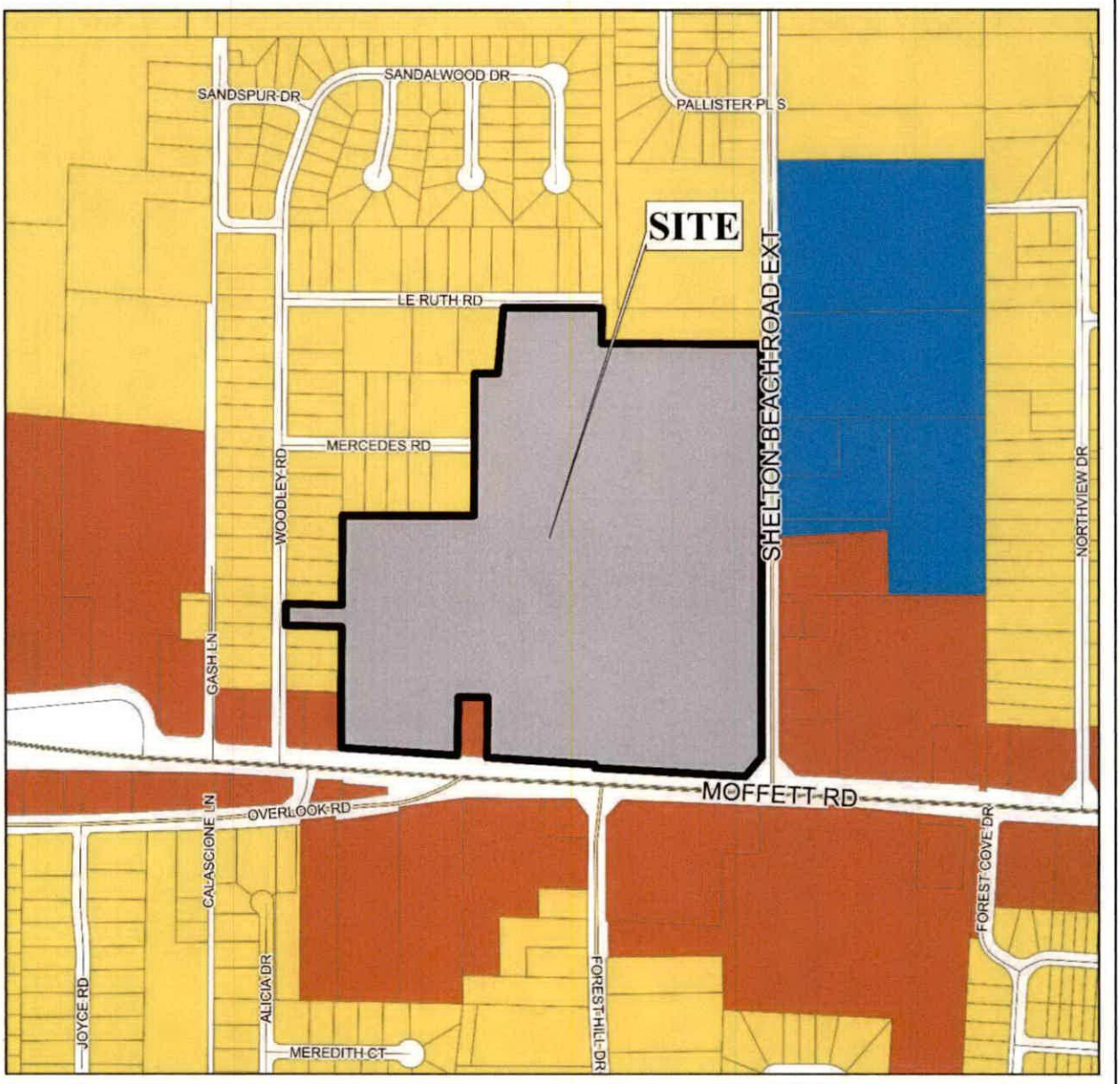
APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



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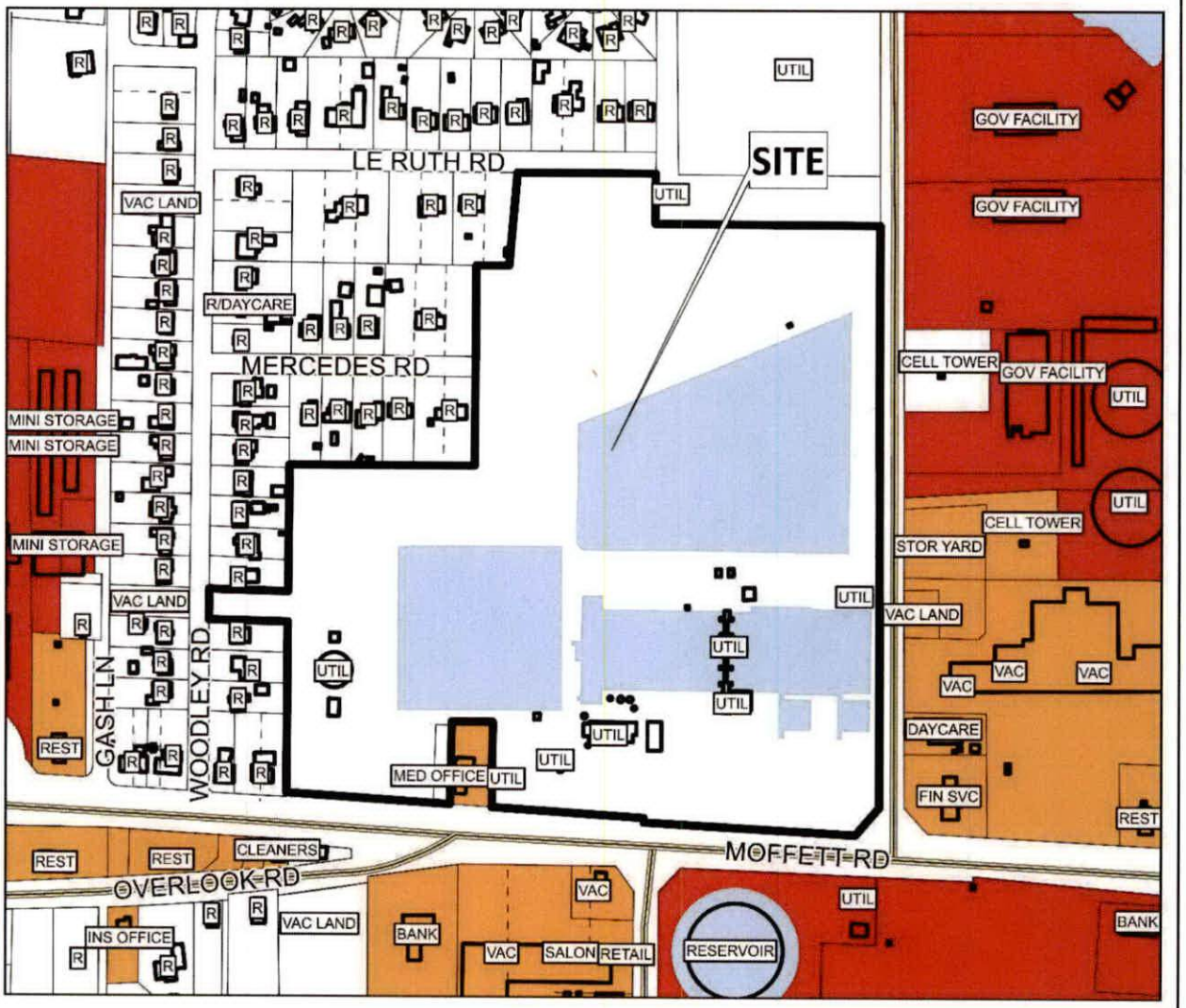
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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APPLICATION NUMBER 11 DATE January 15, 2026

APPLICANT The Board of Water and Sewer Commissioners of the City of Mobile(Lindsay Tucker, Garver, LLC, Agent)

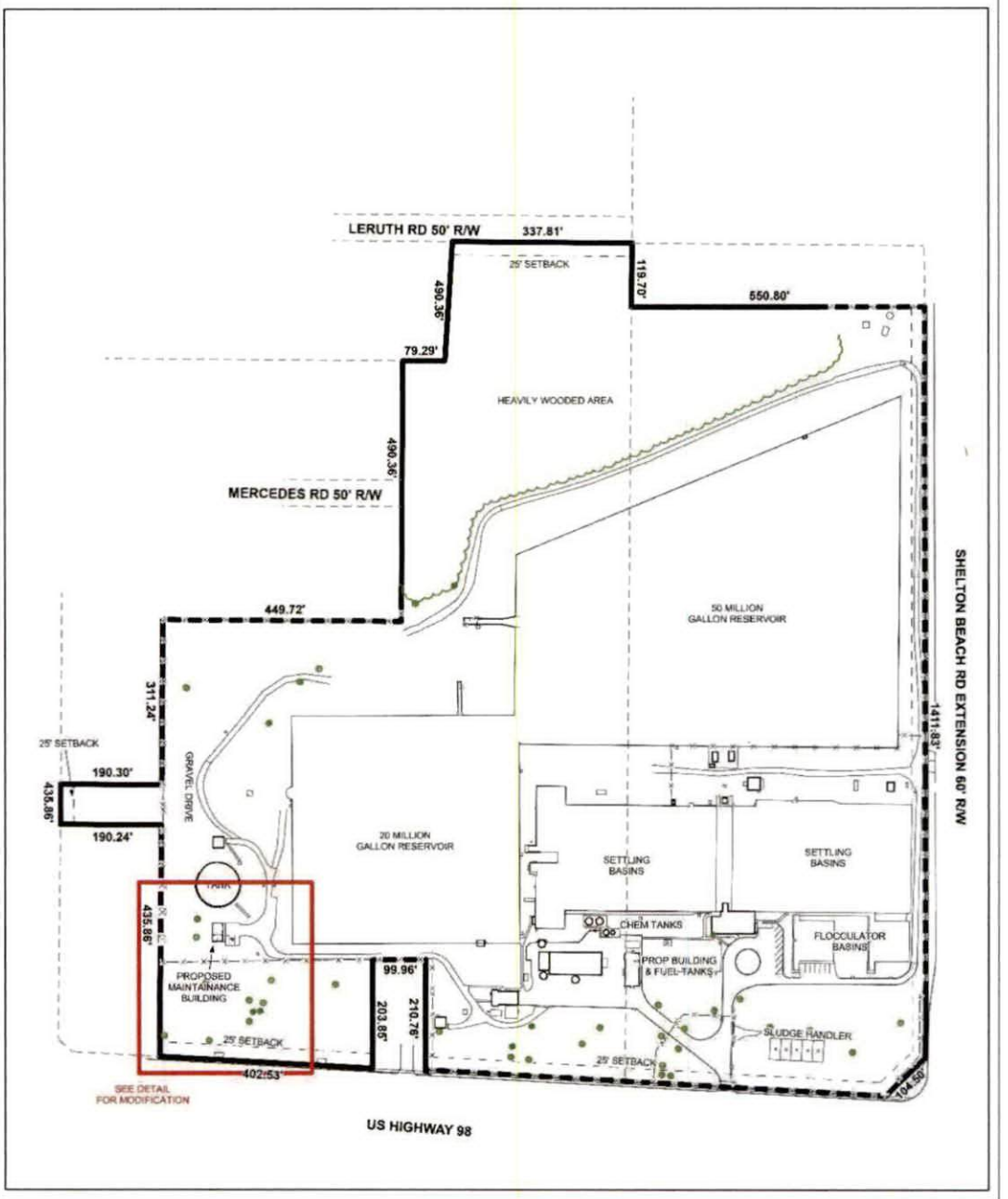
REQUEST PA Modification, PUD Modification

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

N

NTS

EXISTING SITE PLAN



The site plan illustrates existing buildings, drives, landscaping, and setbacks.

APPLICATION NUMBER 11 DATE January 15, 2026	N
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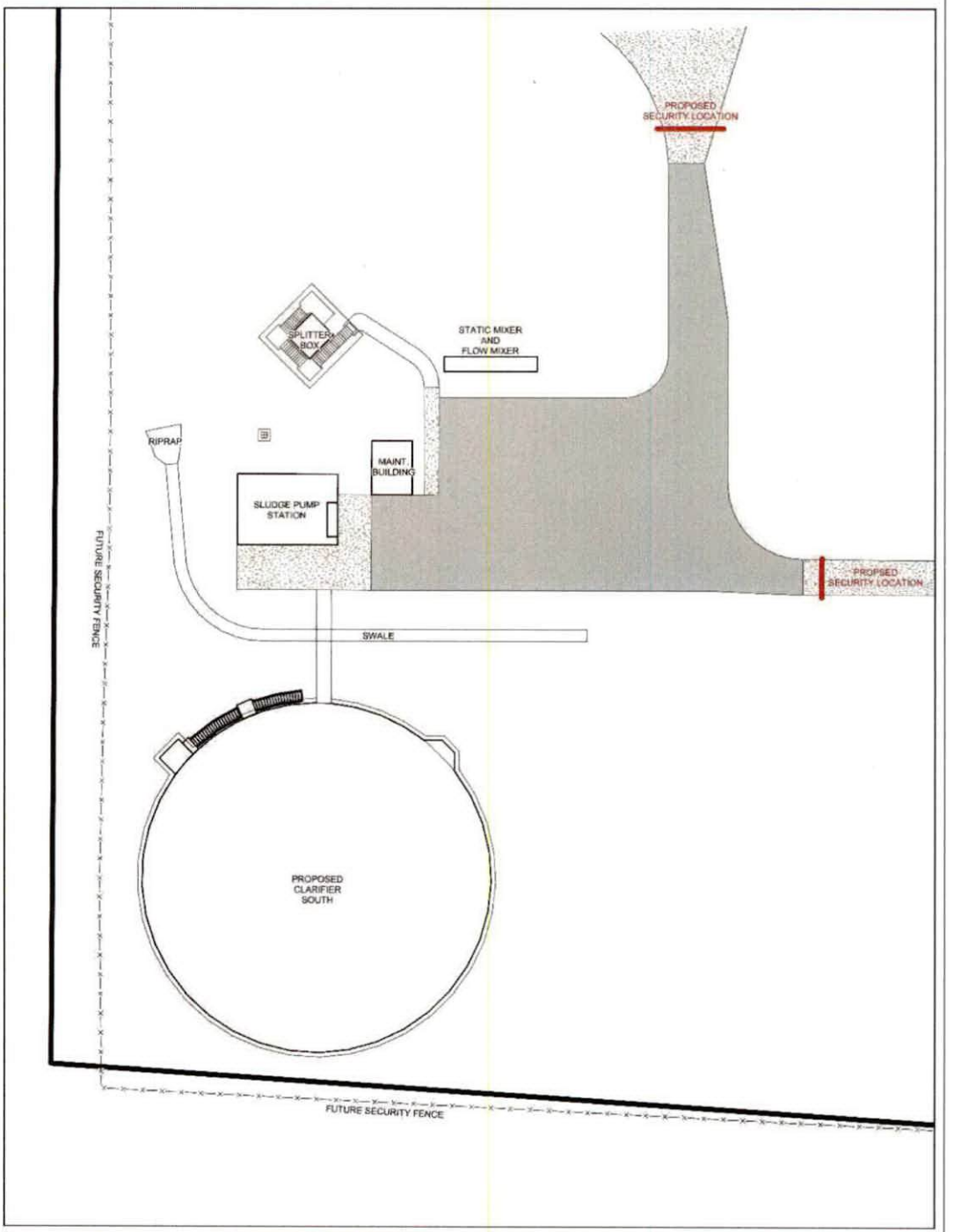
REQUEST PA Modification, PUD Modification	NTS

MODIFICATION SITE PLAN



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N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

Each future land use designation on the FLUM will have at least one corresponding zoning district, allowing a more precise application of the FLUM based on specific local conditions. In most cases, there are multiple combinations or types of zoning techniques that can accomplish the future land use designation's objectives.

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

The designation of an area with a FLUM land use category does not mean that the most intense zoning district consistent with that category is "automatically" assigned to a property. Instead, an area retains its existing zoning category until it is changed through a landowner-initiated rezoning application, or a rezoning that follows an area plan. This is because the FLUM is a long-term designation, while a change in zoning considers current conditions – such as market demands, availability of infrastructure, or impacts on the immediate neighborhood.

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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DISTRICT CENTER (DC)							■			U	○	○																	
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TRADITIONAL CORRIDOR (TC)		■	■		■	■	U	■	U	U	○																		○
MIXED COMMERCIAL CORRIDOR (MCC)							■		■	■	■	■	■	■	■														
LIGHT INDUSTRIAL (LI)													■	■	■	■			■									○	○
HEAVY INDUSTRY (HI)															■	■	■	■	■									○	○
INSTITUTIONAL LAND USE (INS)										■	■		○	○					○										
PARKS & OPEN SPACE (POS)	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
WATER DEPENDENT USES (WDWRU)	■					○								■	■	■		○											

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

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- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
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- Higher quality building design should be encouraged at highly visible sites.

Land use mix

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- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example









CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Samantha Ingram, Councilmember, District 2

Purpose and Scope of Project:
to Transfer $550.00 from District 2 Discretionary Fund to Housing Improvement Program (HIP)

Amount of Contract:
$550.00

Funding Source
District 2 General Fund, Discretionary Account 10041020-42080

ATTACHMENTS:
1. Resolutions.District 2 Discretionary funds for HIP (1)
2. 2026.02.09 Ltr Donna Bryars re Designated Funds For a Public Purpose(65587771.1)

REVIEWERS:
Trevor Luenser
Cherlina Monteiro
Donna Bryars
Brenda Rhodes
James Barber

RESOLUTION

Sponsored by: Councilmember Samantha Ingram, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $550.00 be transferred from District 2 General Fund, Discretionary Account 10041020-42080 to the Housing Improvement Program (HIP) and will be used to assist with the advance security and monitoring system for the newly built affordable housing structure located in District 2.

BE IT FUTHER RESOLVED, that said transfer of funds are hereby declared to serve a public purpose.

Adopted:

_____

City Clerk

March 31, 2026

Donna Bryars
City of Mobile
205 Government Street
Mobile, AL 36602

Re: Designated Funds for a Public Purpose

Dear Ms. Bryars:

The enclosed $550.00 donation/check made payable to the City of Mobile (Housing Improvement Program) is dedicated to purchase a subscription to the advance security and monitoring system for a newly built structure located in District 2.

The City of Mobile designated affordable housing as a public purpose and placing a Mobile police officer in any designated neighborhood.

The attached resolution designating the funds for a public purpose will be placed on the agenda this month.

Sincerely,

Dr. Samantha Ingram
Mobile City Council District 2

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

WHEREAS, the Mobile City Council adopted Resolution 37-395 on April 14, 2026, which recommended approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Cottage Hill Package Store located at 6376 Cottage Hill Road, Mobile, Alabama 36609; and,

WHEREAS, the Resolution should have stated that the City Council recommends approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products license and Lounge Retail Liquor Class II license to Cottage Hill Package Store located at 6376 Cottage Hill Road, Mobile, Alabama 36609; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that this Resolution corrects Resolution 37-395 and states that the City Council recommends approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products license and Lounge Retail Liquor Class II license to Cottage Hill Package Store located at 6376 Cottage Hill Road, Mobile, Alabama 36609.

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/06/2026	NEW APPLICATION	2026 - 5697	17290	6	April 20, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

PARKWAY PACKAGE INC

Trade Name (DBA)

COTTAGE HILL PACKAGE STORE

Location Address

6376 COTTAGE HILL ROAD

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
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DISTRICT 4
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DISTRICT 5
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/06/2026	NEW APPLICATION	2026 - 5697	17290	6	April 20, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

PARKWAY PACKAGE INC

Trade Name (DBA)

COTTAGE HILL PACKAGE STORE

Location Address

6376 COTTAGE HILL ROAD

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

MOBILE
ALABAMA

CITY OF MOBILE

REVENUE DEPARTMENT

April 16, 2026

Mr. Andrew Manas
Parkway Package Inc dba Cottage Hill Package Store

RE: Addition to Business License Coding – City Council Resolution

Dear Mr. Manas,

Please be advised that a review of the recent applications submitted for Parkway Package Inc., dba Cottage Hill Package Store, has identified a clerical error regarding the license type coding submitted to the City of Mobile City Council.

To ensure departmental data integrity and full compliance with City of Mobile Ordinance Chapter 34, your applications must be updated to accurately reflect the appropriate regulatory codes for your business locations. Specifically, the license type must be adjusted to the correct designation for package store.

Correction Details:

Business Name: Parkway Package Inc. dba Cottage Hill Package Store
Business Locations: 6376 Cottage Hill Road Mobile 36609
Coding Update: Addition of code 011 – Lounge Retail Liquor – Class II (Package) to resolution
Resolution Process: This update requires corrected resolution approval from the City Council. This item will be presented for correction at the regularly scheduled meeting on **Tuesday, April 21, 2026.**

We require your formal authorization to proceed with these corrective steps and to re-present the applications to the City Council. Please sign below to acknowledge the correction and return this document to our office.

Authorization to Proceed:

I, the undersigned, authorize the City of Mobile Revenue Department to make the necessary coding corrections and re-present the applications to the City Council.

Printed Name: Andrew
Signature:

Best Regards,

Tara Harris, CMRO

ofmobile.org

37-395 **2026**

RESOLUTION

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Specialty Retailer of Consumable Hemp Products
Submitted by:	Parkway Package, Inc.
Location:	Cottage Hill Package 6376 Cottage Hill Road Mobile, AL 36609

Adopted: APR 14 2026

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Beau Fleming, District 5

WHEREAS, the Mobile City Council adopted Resolution 37-397 on April 14, 2026, which recommended approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Piggly Wiggly located at 306 South University Boulevard, Mobile, Alabama 36609; and,

WHEREAS, the Resolution should have stated the City Council recommends approval to the ABC Board for issuance of a Retail Food Store Consumable Hemp Products License to Piggly Wiggly located at 306 South University Boulevard, Mobile, Alabama 36609; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that this Resolution corrects Resolution 37-397 and states that the City Council recommends approval to the ABC Board for issuance of a Retail Food Store Consumable Hemp Products License to Piggly Wiggly located at 306 South University Boulevard, Mobile, Alabama 36609.

Adopted:

_____

City Clerk

CITY OF MOBILE

REVENUE DEPARTMENT

April 15, 2026

Ms. Betsy White Power of Attorney (POA)
Manning Inc. dba Piggly Wiggly

RE: Correction to Business License Coding – City Council Resolution

Dear Ms. White,

Please be advised that a review of the recent applications submitted for Manning Inc., dba Piggly Wiggly, has identified a clerical error regarding the license type coding submitted to the City of Mobile City Council.

To ensure departmental data integrity and full compliance with City of Mobile Ordinance Chapter 34, your applications must be updated to accurately reflect the appropriate regulatory codes for your business locations. Specifically, the license type must be adjusted to the correct designation for retail food stores.

Correction Details:

Business Name: Manning Inc. dba Piggly Wiggly
Business Locations: 306 South University Blvd and 5651 Moffett Road
Coding Update: Change from **700 (Specialty Retailer of Consumable Hemp Products)** to **720 (Retail Food Store Consumable Hemp Products)**.
Resolution Process: This update requires a corrected resolution approval from the City Council. This item will be presented for correction at the regularly scheduled meeting on **Tuesday, April 21, 2026**.

We require your formal authorization to proceed with these corrective steps and to re-present the applications to the City Council. Please sign below to acknowledge the correction and return this document to our office.

Authorization to Proceed:

I, the undersigned, authorize the City of Mobile Revenue Department to make the necessary coding corrections and re-present the applications to the City Council.

Printed Name: Betsy White, POA **Date:** 4/16/26

Signature: Betsy White, POA

Best Regards,

Tara Harris, CMRO
Customer Service Supervisor City of Mobile Revenue Department

[redacted]

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/16/2026	NEW APPLICATION	2026 - 5783	126873	6	April 7, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
720 - RETAIL FOOD STORE CONSUMABLE HEMP PRODUCTS

Legal Business Name
MANNING, INC

Trade Name (DBA)
PIGGLY WIGGLY

Location Address
306 SOUTH UNIVERSITY BLVD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/16/2026	NEW APPLICATION	2026 - 5783	126873	6	April 7, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
720 - RETAIL FOOD STORE CONSUMABLE HEMP PRODUCTS

Legal Business Name
MANNING, INC

Trade Name (DBA)
PIGGLY WIGGLY

Location Address
306 SOUTH UNIVERSITY BLVD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/16/2026	NEW APPLICATION	2026 - 5	120897	7	April 7, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
720- RETAIL FOOD STORE CONSUMABLE HEMP PRODUCTS

Legal Business Name
MANNING INC

Trade Name (DBA)
PIGGLY WIGGLY

Location Address
5651 MOFFETT ROAD

City, State, Zip Code
MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/16/2026	NEW APPLICATION	2026 - 5	120897	7	April 7, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
720- RETAIL FOOD STORE CONSUMABLE HEMP PRODUCTS

Legal Business Name
MANNING INC

Trade Name (DBA)
PIGGLY WIGGLY

Location Address
5651 MOFFETT ROAD

City, State, Zip Code
MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

37-397 **2026**

RESOLUTION

Sponsored by: Councilmember Beau Fleming, District 5

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:	Specialty Retailer of Consumable Hemp Products
Submitted by:	Manning, Inc.
Location:	Piggly Wiggly 306 South University Boulevard Mobile, AL 36609

Adopted: APR 14 2026

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer (On or Off Premises) License
Submitted by:	Chipotle Mexican Grill of Colorado, LLC
Location:	Chipotle Mexican Grill 5334 Highway 90 West Mobile, AL 36619

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 14, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

Legal Business Name

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)

CHIPOTLE MEXICAN GRILL

Location Address

5334 HIGHWAY 90 WEST

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 14, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

Legal Business Name

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)

CHIPOTLE MEXICAN GRILL

Location Address

5334 HIGHWAY 90 WEST

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 21, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
040 - RETAIL BEER (ON OR OFF PREMISES)	

Business Information

Legal Business Name	Trade Name (DBA)
CHIPOTLE MEXICAN GRILL OF COLORADO LLC	CHIPOTLE MEXICAN GRILL

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	01/05/1999	19991002003	CO	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
84-1485992	R000776100	(205) 835-1119	

Physical Address (Street Address, Suite #)	City	State	Zip Code
5334 HIGHWAY 90 WEST	MOBILE	AL	36619

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
500 NEIL LANE, SUITE 400	COLUMBUS	OH	43215

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT		N/A

Contact Person Information

Name	Title	POA	Phone	Email
MARK E HOFFMAN	POA	YES	(205) 835-1119	MHOFFMANATTY@YAHOO.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
KD TILLMANS CORNER LLC	(251) 460-0912	SCOTT@DELANEYINC.NET

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3262 OLD SHELL ROAD, SUITE C-1	MOBILE	AL	36607

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,450	42	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Is the business equipped with services and facilities for on premises consumption? YES

Will the business be operated primarily as a package store? NO

Applicant/POA Initials MEH, POA

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
COMPANY PUBLICALLY TRADED			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)
HOFFMAN, MARK E	POA	02/04/1955	AL 3253697

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
767 W RIVER ROAD	MENTONE	AL	36984	(205) 835-1119

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials MWH, POA

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

MGH, POA — The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

MGH, POA — The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

MGH, POA — The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

MGH, POA — The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

MGH, POA — Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

MGH, POA — 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.

MGH, POA — Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
MARK E. HOFFMAN	April 9, 2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
MGH	POWER OF ATTORNEY

Sworn to and subscribed before me this _____ day of _____ 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		**February 11, 2030**

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

dba CHIPOTLE MEXICAN GRILL

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

040 - RETAIL BEER (ON OR OFF PREMISES) [X] and

for the premises located at

5334 HIGHWAY 90 WEST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 14, 2026 for application number 2026 - 5787

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

mc & H, POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

dba CHIPOTLE MEXICAN GRILL

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

040 - RETAIL BEER (ON OR OFF PREMISES)

for the premises located at

5334 HIGHWAY 90 WEST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

April 14, 2026 for application number 2026 - 5787

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

[signature], POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 14, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

Legal Business Name

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)

CHIPOTLE MEXICAN GRILL

Location Address

5334 HIGHWAY 90 WEST

City, State, Zip Code

MOBILE AL 36619

Contact Person Information				
Name	Title	POA	Phone	Email
MARK E HOFFMAN	POA	YES	(205) 835-1119	MHOFFMANATTY@YAHOO.COM

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

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

Letter to City Council

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

Legal Business Name

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)

CHIPOTLE MEXICAN GRILL

Location Address

5334 HIGHWAY 90 WEST

Zip Code

36619

Application Number

2026 - 5787

Notice Post Date @ Location

03/25/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 14, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

MB Harris, POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY OF MOBILE

REVENUE DEPARTMENT

April 2, 2026

CHIPOTLE MEXICAN GRILL #5274

5344 USHY 90 WEST

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 132957 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2261196	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: CHIPOTLE MEXICAN GRILL
Filing Fee: $50.00
Applicant: CHIPOTLE MEXICAN GRILL OF COLORADO LLC
Transfer Fee:
Location Address: 5334 HIGHWAY 90 W MOBILE, AL 36619
Mailing Address: 500 NEIL AVE SUITE 400 COLUMBUS, OH 43215
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 19991002003
Do you sell Draft Beer?: N/A
Date Incorporated: 01/05/1999 **State incorporated:** CO **County Incorporated:** DENVER
Date of Authority: 02/12/2007
Federal Tax ID: 84-1485992 **Alabama State Sales Tax ID:** R000776100

Name:	Title:	Date and Place of Birth:	Residence Address:
PUBLICLY TRADED CO, DENVER	Incorporated:01/05/1999		Authority:02/12/2007

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

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: MARK E HOFFMAN
Business Phone: 205-835-1119
Fax:

Home Phone: 205-835-1119
Cell Phone: 205-835-1119
E-mail: MHOFFMANATTY@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: KD TILLMANS CORNER LLC 251-460-0912

What is lessors primary business? REAL ESTATE DEVELOPMENT

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: 2450 Display Square Footage:

Building seating capacity: 42 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence:

Location is within: CITY/TOWN LIMITS Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

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: 20260320125832019

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CHIPOTLE MEXICAN RESTAURANTS

Receipt Confirmation Page

Receipt Confirmation Number: 20260320125832019

Application Payment Confirmation Number: 116963720

Payment Summary	
Payment Item	**Fee**
Application Fee for License License 040	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
040 - RETAIL BEER (ON OR OFF PREMISES)	$75.00	$150.00	$225.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: MOBILE
Business Type: LLC
Trade Name: CHIPOTLE MEXICAN GRILL
Applicant Name: CHIPOTLE MEXICAN GRILL OF COLORADO LLC
Location Address: 5334 HIGHWAY 90 W
MOBILE, AL 36619
Mailing Address: 500 NEIL AVE SUITE 400
COLUMBUS, OH 43215

Contact Person: MARK E HOFFMAN
Contact Home Phone: 205-835-1119
Contact Business Phone: 205-835-1119
Contact Fax:
Contact Cell Phone: 205-835-1119
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: POWER OF ATTORNEY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

Initial each	Signature page
MGH	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MGH	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MGH	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
MGH	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.
MGH	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.
MGH	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): MARK HOFFMAN, POA

Signature of Applicant: MGH

Notary Name (print): Kristen Emory

Notary Signature: Kristen Emory

Commission expires: 4/13/27

KRISTEN EMORY NOTARY PUBLIC ALABAMA STATE AT LARGE

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Lot 1, TILLMAN'S CORNER DEVELOPMENT SUBDIVISION, RECORDED AS INSTRUMENT NO. 2025003353 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased (to/by) CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location. .

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 31ST day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
TINA B. Hanley	Tina B. Hanley	8/18/2029

Notary Stamp

TINA B. HANLEY
My Commission Expires
August 18, 2029

Owner of Property (Print Name)	Applicant Name (Print Name)
KD TILLMANS CORNER, LLC	CHIPOTLE MEXICAN GRILL of COLORADO, LLC
Owner of Property (Signature)	Applicant Name (Signature)
✕	, POA
Street Address	Street Address
3262 OLD SHELL RD., STE C-1	5334 HIGHWAY 90 W
City, State, Zip	City, State, Zip
MOBILE, AL 36607	MOBILE, AL 36619
Date Agreement Signed	Date Agreement Signed

Revision Date 10.23.2023

| Application Property Ownership

ARTICLES OF ORGANIZATION
FOR CHIPOTLE MEXICAN GRILL OF COLORADO, LLC
A COLORADO LIMITED LIABILITY COMPANY

FILED - CUSTOMER COPY
VICTORIA BUCKLEY
COLORADO SECRETARY OF STATE

The undersigned, a natural person of at least 18 years of age, acting as organizer of a limited liability company under the Colorado Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company.

19991002003 C
$ 65.00
SECRETARY OF STATE
01-05-1999 16:49:23

ARTICLE I
Name

The name of the limited liability company is Chipotle Mexican Grill of Colorado, LLC.

ARTICLE II
Principal Place of Business

The principal place of business of the limited liability company is 2546 Fifteenth Street, Denver, CO 80211.

ARTICLE III
Registered Agent

The registered agent of the limited liability company in this state is Messner & Reeves, LLC. The business address of the registered agent is 600 17th Street, Suite 2800-South, Denver, Colorado, 80202.

ARTICLE IV
Initial Manager

The management of the limited liability company shall be vested in managers rather than members. The name and business address of the initial manager who is to serve as manager until the first annual meeting of the members or until his successor is elected and qualified is as follows:

M. Steven Ells, Chief Executive Officer
Chipotle Mexican Grill, Inc.
2546 Fifteenth Street
Denver, CO 80211

IN WITNESS WHEREOF, I have signed these Articles of Organization this 31st day of December, 1998, and I acknowledge the same to be my true act and deed.

Montgomery F. Moran, Organizer
Messner & Reeves, LLC
600 17th Street, Suite 2800
Denver, Colorado 80202

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Ginette Dennis, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

is a
Limited Liability Company

formed or registered on 01/05/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991002003 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/13/2006 that have been posted, and by documents delivered to this office electronically through 04/18/2006 @ 08:56:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 04/18/2006 @ 08:56:04 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 6469064 .



Ginette Dennis

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."

CERT_GS_D Revised 09/22/2005

State of Alabama
Department of Revenue

Certificate of Good Standing

Chipotle Mexican Grill of Colorado, LLC is in compliance with the Alabama business privilege tax payment and return requirements in Chapter 14A, Title 40, Code of Alabama 1975 as of the date of issuance. This certificate is valid for sixty days from the date of issuance.

IN WITNESS WHEREOF, I hereunto set my hand this date of April 18, 2012.

Director, Individual and Corporate Tax Division

ATTEST:

Secretary

Business Privilege Tax

Phone: 334-353-7923
Fax: 334-242-8915

Request Date: April 18, 2012
Request Code: 1204182952850

# 612-331	
Posted by: SLV RB	Checked by:

FILED IN OFFICE

FEB 12 2007

SECRETARY OF STATE

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY APPLICATION FOR REGISTRATION

INSTRUCTIONS:
STEP 1: THE FOREIGN LIMITED LIABILITY COMPANY APPLICATION FOR REGISTRATION FILING FEE IS $75.
STEP 2: MAIL TWO ORIGINAL COPIES OF THIS APPLICATION AND THE $75 FILING FEE TO: SECRETARY OF STATE, CORPORATIONS DIVISION, P.O. BOX 5616, MONTGOMERY, AL 36103.
STEP 3: IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CORPORATIONS DIVISION AT (334)242-5324.

PURSUANT TO THE PROVISIONS OF THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING APPLICATION FOR REGISTRATION.

1. The name:
   CHIPOTLE MEXICAN GRILL OF COLORADO, LLC
2. The registered name (must contain the words Limited Liability Company or L.L.C.):
   CHIPOTLE MEXICAN GRILL OF COLORADO, LLC
3. State of Formation: COLORADO Date of Formation: JANUARY 5, 1999
4. The address of the public office where your Articles of Organization are filed:
   ~~1543 WAZEE STREET, SUITE 200, DENVER, CO 80202~~
   1700 Broadway Street, Suite 200, Debver, CO 80290
5. The nature of business:
   FAST CASUAL RESTAURANT
6. The name and street address (No PO Box) of the registered agent in Alabama for service of process:
   THE CORPORATION COMPANY
   2000 INTERSTATE PARK DRIVE, SUITE 204, MONTGOMERY, AL 36109
7. The street address of the principal office:
   1543 WAZEE ST., #200, DENVER, CO 80202
8. The above named Foreign Limited Liability Company consents to service of process on it by registered mail addressed to the Foreign Limited Liability Company at the office required to be maintained in the state of organization by the laws of that state or, if not so required, at the principal office of such Foreign Limited Liability Company, if the agent appointed above cannot be found or served with the exercise of reasonable diligence.

Sworn to this 19th day of Jan., 2007

Denver, Colorado
City and State

RECEIVED
JAN 24 2007
SECRETARY OF STATE

RECEIVED
FEB 12 2007
SECRETARY OF STATE

Signature of Authorized Member or Manager

Rev 4/2000

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Chipotle Mexican Grill of Colorado, LLC a Colorado entity, qualified in the State of Alabama on February 12, 2007. The Alabama Entity Identification number for this entity is 612-331. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

5/28/2015

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20150528000006128

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201

DATE OF THIS NOTICE: 01-27-1999
NUMBER OF THIS NOTICE: CP 575 F
EMPLOYER IDENTIFICATION NUMBER: 84-1485992
FORM: SS-4
2916922005 0

FOR ASSISTANCE CALL US AT:
303-825-7041 LOCAL DENVER
1-800-829-1040 OTHER CO

OR WRITE TO THE ADDRESS SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

CHIPOTLE MEXICAN GRILL OF COLORADO
% CAROYN MILLER
2546 15TH ST
DENVER CO 80211

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 84-1485992. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN as shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

Please use the label IRS provided when filing tax documents. If that isn't possible, you should use your EIN and complete name and address as shown below to identify your account and to avoid delays in processing.

CHIPOTLE MEXICAN GRILL OF COLORADO
LLC
% CAROYN MILLER
ELLS M STEVEN SINGLE MBR
2546 15TH ST
DENVER CO 80211

If this information isn't correct, please correct it using page 2 of this notice. Return it to us at the address shown so we can correct your account.

If you want to receive a ruling or a determination letter recognizing your organization as tax exempt, you should file Form 1023/1024, Application for Recognition of Exemption, with your IRS Key District office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

Thank you for your cooperation.

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Chipotle Mexican Grill of Colorado, LLC

2 Business name/disregarded entity name, if different from above.

Chipotle Mexican Grill

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

610 Newport Center Drive, Suite 1100

Requester's name and address (optional)

6 City, state, and ZIP code

Newport Beach, CA 92660

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	4	–	1	4	8	5	9	9	2

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 Holly Culpepper Date 3/26/24

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CHIPOTLE MEXICAN GRILL OF COLORADO LLC
DBA CHIPOTLE MEXICAN GRILL
DBA CHIPOTLE MEXICAN GRILL #3739
DBA CHIPOTLE MEXICAN GRILL #4484
DBA CHIPOTLE MEXICAN GRILL #4519
DBA CHIPOTLE MEXICAN GRILL #4862

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R000776100	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner

NAICS CODE: 722513

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

101 OUTFIELD DR STE A MADISON AL 35758-6758
1031 MONTGOMERY HWY STE 111 VESTAVIA HILLS AL 35216-2868
1051 AMBER DR HOOVER AL 35244-4806
1109 BELTLINE RD SE DECATUR AL 35601-6556
1203 UNIVERSITY BLVD TUSCALOOSA AL 35401-1629
1289 US HIGHWAY 72 E ATHENS AL 35611-4403
1700 OPELIKA RD AUBURN AL 36830-2826
1759 MONTGOMERY HWY S HOOVER AL 35244-1215
1800 MCFARLAND BLVD E STE 608 TUSCALOOSA AL 35404-5869
1821 CHEROKEE AVE SW CULLMAN AL 35055-5547
2001 MOODY PKWY MOODY AL 35004-3068
2125 INTERSTATE DR OPELIKA AL 36801-1526
2560 BERRYHILL RD STE C MONTGOMERY AL 36117-3738
2566 COBBS FORD RD PRATTVILLE AL 36066-7708
2682 EASTERN BLVD MONTGOMERY AL 36117-1510
273 LAKESHORE PKWY HOMEWOOD AL 35209-7188
2862 S MCKENZIE ST FOLEY AL 36536-0000
30 COMMONS WAY OXFORD AL 36203-3484
300 20TH ST S BIRMINGHAM AL 35233-2024
311 COX CREEK PKWY FLORENCE AL 35630-1539
3220 MORROW RD BIRMINGHAM AL 35235-3109
346 W MAGNOLIA AVE AUBURN AL 36832-4676
3471 ROSS CLARK CIR DOTHAN AL 36303-2579
3535 US HWY 280/431 PHENIX CITY AL 36867-0000
3871 AIRPORT BLVD MOBILE AL 36608-1689
4719 HIGHWAY 280 BIRMINGHAM AL 35242-5149
5344 HIGHWAY 90 W MOBILE AL 36619-4202
5350 HIGHWAY 280 BIRMINGHAM AL 35242-5316
5900 UNIVERSITY DR NW HUNTSVILLE AL 35806-2504
616 GAYLE ST GARDENDALE AL 35071-3055
7765 AIRPORT BLVD STE D100 MOBILE AL 36608-5038
8294 US HIGHWAY 72 STE 100 MADISON AL 35757-2902
914 VAN AVE DAPHNE AL 36526-8611

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is entered into as of 10/24/2024 ("Effective Date"), between **KD Tillman's Corner, LLC**, an Alabama limited liability company ("Landlord") and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company ("Tenant").

ARTICLE 1
BASIC TERMS

1.1 In all instances, the basic terms set forth in this Section 1.1 are subject to the main body of the Lease.

Estimated Initial Monthly Payment:	Base Rent	$9,595.83	[$47.00/square foot/year]
	Estimated Taxes (ARTICLE 12)	$357.29	[$1.75/square foot/year]
	Estimated Insurance (ARTICLE 13)	$612.50	[$3.00/square foot/year]
	Estimated Common Area Charges (ARTICLE 10)	$612.50	[$3.00/square foot/year]
	Total	$11,178.12	[$54.75/square foot/year]

Base Rent:	Lease Year	Per Square Foot	Per Month
	1-5	$47.00	$9,595.83
	6-10	$51.70	$10,555.42
	11-15	$56.87	$11,610.96
First Extended Term	16-20	$51.70	$10,555.42
Second Extended Term	21-25	$56.87	$11,610.96
Third Extended Term	26-30	$62.56	$12,772.67
Fourth Extended Term	31-35	$68.82	$14,050.75

Landlord's Broker:	Buff Teague, JLL- Gulf South Region
Tenant's Broker:	Jones Lang Lasalle Brokerage, Inc.
Landlord's Notice Address:	KD Tillman's Corner, LLC 3262 Old Shell Road, Suite C-1 Mobile, AL 36607
Rent Payment Address:	KD Tillman's Corner, LLC 3262 Old Shell Road, Suite C-1 Mobile, AL 36607

Tenant's Notice Address:	Chipotle Mexican Grill of Colorado, LLC 500 Neil Ave, Suite 400 Columbus, OH 43215 Attn: Lease Administration Store No. 01-5274 LeaseAdmin@Chipotle.com with a copy to: Messner Reeves LLP 1550 Wewatta Suite 710 Denver, Co 80202 Attn: Amy E. Huff
Existing Tenant:	None.
Possession Date:	Defined in Section 7.1.
Premises:	2,450 square feet
Premises Address:	5344 US-90, Mobile, AL 36619
Center:	As more particularly described in Section 2.1.
Rent Commencement Date:	The Rent Commencement Date shall be the date which is the earlier of: (a) one hundred twenty (120) days after the Possession Date (the "Build Out Period"), or (b) the date upon which Tenant opens for business to the public at the Premises.
Tenant's Proportionate Share:	Fifty three and eighty-five hundredths percent (53.85%)
Term:	Primary Term: Fifteen (15) Lease Years, commencing on the Rent Commencement Date. First Extended Term: Five (5) Lease Years Second Extended Term: Five (5) Lease Years Third Extended Term: Five (5) Lease Years Fourth Extended Term: Five (5) Lease Years
Permitted Use:	Subject to the [Master Declaration] and the Existing Exclusives set forth on **Exhibit C** attached here, "Chipotle" restaurant with , at Tenant's option, a drive-through, serving specialty burritos, tacos, quesadillas, and other items generally served in a "Chipotle" restaurant including, at Tenant's option, alcoholic beverages and for any other lawful purpose not conflicting with any exclusive use granted to any other tenant at the Center prior to engaging in such use.
Exclusive Use:	As more particularly described in Section 5.5.
Guarantor:	Chipotle Mexican Grill, Inc.

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

ARTICLE 2
LEASE OF PREMISES

2.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases, hires and takes from Landlord the Premises, consisting of a portion of the building (the "Building") located in the County of Mobile, State of Alabama, in the Center and situated on the real property owned or controlled by Landlord, which real property is legally described on **Exhibit A-1** attached hereto and incorporated herein by reference and outlined on **Exhibit A.** Landlord represents that the legal description attached as **Exhibit A-1** substantially describes the Center as outlined on **Exhibit A.** The site plan for the Center is shown on **Exhibit A** attached hereto. The dimensions of the Premises are shown on **Exhibit B** attached hereto, and the Landlord hereby confirms the accuracy of the dimensions of the Premises as shown on such **Exhibit B.** After delivery of possession of the Premises by Landlord, Tenant shall have the right to have the Premises measured by Tenant's architect. In the event of a dispute as to the actual square footage of the Premises, Landlord and Tenant's architects shall work together to determine the actual square footage and the mutual certification by Landlord's and Tenant's architects with respect to the actual square footage of the Premises shall be conclusive and binding. If Landlord's and Tenant's architects cannot agree on the actual measured area of the Premises the issue shall be submitted to a disinterested third party who is qualified to perform the measurement and is acceptable to both Landlord and Tenant, and the determination of such third party shall be binding on both Landlord and Tenant. The fees of such third party shall be shared equally by Landlord and Tenant. If such remeasurement accurately discloses that the size of the Premises is greater or less than the amount stated herein, the Base Rent, Tenant's Proportionate Share and the Tenant Improvement Allowance shall be recalculated accordingly; provided, however, that in no event shall the Premises be deemed to contain more than 102% of the square footage described in Section 1.1, and in the event that the Premises are determined to contain 98% or less of the approximate square footage described in Section 1.1, Tenant shall have the right to terminate this Lease. Additionally, in the event the dimensions of the Premises differ from the dimensions shown on **Exhibit B** and Tenant re-designs its layout of the Premises due to such difference, Landlord agrees to reimburse Tenant for the reasonable costs associated with any such re-design within ten (10) days following Tenant's demand therefor. The square footage of the Premises shall be calculated from the exterior of outside walls and the center of common walls and shall not include any columns, staircases, mechanical rooms or other obstructions.

2.2 In addition to the Premises, subject to compliance with all local laws, codes and ordinances, Tenant shall be permitted to create, at its expense, a patio area of not less than 250 square feet adjacent to the Premises (the "Patio Area"), for Tenant's exclusive use for outside dining with, at Tenant's option, tables, chairs, umbrellas, lights, speakers, trash receptacles and a misting system, all in accordance with Tenant's specifications, subject to the city's approval of Tenant's seating plan. The Patio Area constitutes a portion of the Premises; however, no additional rent or charges are payable for the use thereof. Tenant shall have the right to enclose the Patio Area, without Landlord's consent, by installing a railing or other appropriate barrier. Tenant shall maintain the Patio Area and all furniture and/or personal property located thereon in good condition and repair and shall at all times use commercially reasonable efforts to keep the Patio Area free of garbage and debris.

2.3 Landlord shall not have the right to relocate Tenant.

2.4 Tenant hereby acknowledges and agrees that this Lease and Tenant's use of the Premises will be subject to a certain Master Declaration (the "Master Declaration"). The proposed final draft of the Master Declaration is attached hereto as **Exhibit J** and Landlord shall not materially modify the Master Declaration from the version attached hereto as **Exhibit J** without Tenant's consent, such consent not to be unreasonably withheld, conditioned or delayed and shall not be tied to monetary consideration. Notwithstanding anything herein to the contrary, Landlord shall not consent to an amendment or modification of the Master Declaration that would conflict with or violate the express terms and conditions of this Lease or would obligate Tenant to incur any financial obligation other than Tenant's financial obligations set forth expressly in this Lease. In the event of any conflict or ambiguity existing between the Master Declaration and this Lease, this Lease shall control as between Landlord and Tenant. Landlord shall take all reasonable action available to Landlord under the Master Declaration or applicable law to enforce the maintenance obligations and other terms thereof affecting or benefitting the Premises in the Master Declaration on Tenant's behalf and for Tenant's benefit.

ARTICLE 3
TERM

3.1 Tenant shall lease the Premises for the Primary Term and, if Tenant exercises one or more Extension Options, for one or more Extended Terms.

3.2 Tenant shall have four (4) options (collectively, the "Extension Options," and each, an "Extension Option") to extend the Term of this Lease for the Extended Terms. The exercise of an Extension Option shall operate to extend this Lease upon the same terms and conditions except for the amount of Base Rent, which shall be increased as set forth in Section 1.1. Tenant may exercise an Extension Option by sending notice thereof to Landlord on or before the date that is one hundred twenty (120) days before the Expiration Date of the Primary Term or the then current Extended Term, as applicable. Notwithstanding the foregoing, Tenant's right to any Extended Term will not lapse because of Tenant's failure to exercise any option to extend unless Landlord first will have given Tenant notice that Tenant has failed to exercise such option to extend, and Tenant does not exercise such option to extend within thirty (30) days following Tenant's receipt of Landlord's notice. The Primary Term and any Extended Terms are sometimes collectively referred to herein as the "Term".

3.3 When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the Expiration Date for the Primary Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as **Exhibit E**.

3.4 "Expiration Date" shall mean 11:59 p.m. on the date that is the last day of the fifteenth (15th) Lease Year for the Primary Term; the date that is five (5) years after the Expiration Date of the Primary Term for the first Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the first Extended Term for the second Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the second Extended

Term for the third Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the third Extended Term for the fourth Extended Term, if applicable.

3.5 "Lease Year" shall mean a twelve (12) month period. Each Lease Year shall commence on the Rent Commencement Date or the anniversary thereof and end twelve (12) months later; provided, however, that if the Rent Commencement Date is a day other than the first day of a calendar month, then (a) the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month and the following twelve (12) calendar months; and (b) each subsequent Lease Year shall commence on the first day of the month following the month in which the Rent Commencement Date occurred.

ARTICLE 4
BASE RENT

4.1 Tenant agrees, except as otherwise provided in this Lease, to pay monthly Base Rent, in advance, on or before the first (1st) day of each calendar month during the Term of this Lease. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first month's Base Rent shall be prorated on the basis of a thirty (30) day month, and shall be payable with the first full monthly Base Rent due hereunder. All payments of Rent from Tenant to Landlord shall be made either (a) by check at the address of Landlord specified in Section 1.1 above, or as from time to time designated in writing to Tenant; or (b) via electronic fund transfer. Landlord agrees to complete, execute and provide Tenant with any document requested by Tenant in connection with establishing electronic payments from Tenant to Landlord. For the purposes of this Lease, Base Rent and Tenant's Proportionate Share of Common Area Charges and Taxes shall collectively be referred to herein as "Rent".

ARTICLE 5
USE OF PREMISES

5.1 The Premises may be used and occupied by Tenant for the Permitted Use.

5.2 Neither Landlord nor Tenant shall do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; (c) which will cause cancellation of any insurance on the Center; or (d) which will increase the rate of any insurance on the Center unless Tenant or Landlord, as the case may be, specifically agrees to pay any such increase on insurance.

5.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon. Subject to compliance with all applicable local laws, codes and ordinances, Tenant, during its hours of operation, shall be allowed to play music within the Premises and on the Patio Area, and Landlord agrees that such music does not constitute a nuisance for Landlord's purposes. Landlord understands that some odors and smoke are associated with the operation of a "Chipotle" restaurant and that the presence of such odors and smoke shall not constitute a breach of this Lease or a violation of any rules or regulations of Landlord and shall not be deemed noxious or offensive. Tenant shall not use or permit the use of the Premises or any part thereof as living or sleeping quarters.

McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken, Roy Rogers, Shake Shack, Habit Burger or Slim Chickens.

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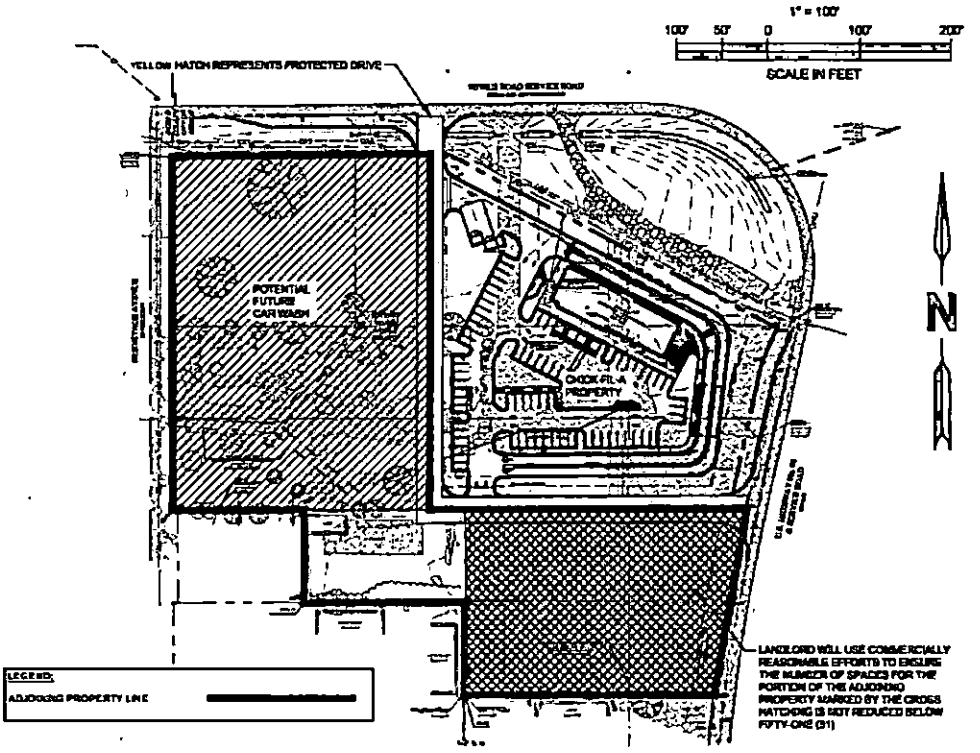
EXHIBIT D

LEGAL DESCRIPTION OF ADJOINING PROPERTY

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

EXHIBIT D-1

DEPICTION OF ADJOINING PROPERTY



IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

LANDLORD:
KD Tillman's Corner, LLC,
an Alabama limited liability company

By: DocuSigned by: Scott Delaney
5002903C9368412...

Name: Scott Delaney

Title: Manager

Date: 10/24/2024

Landlord's Federal Tax Identification Number:
99-0925417

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: DocuSigned by: Stephen Piacentini
7029F3FC292D480...

Name: Stephen Piacentini

Title: Chief Development Officer

Date: 10/21/2024

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

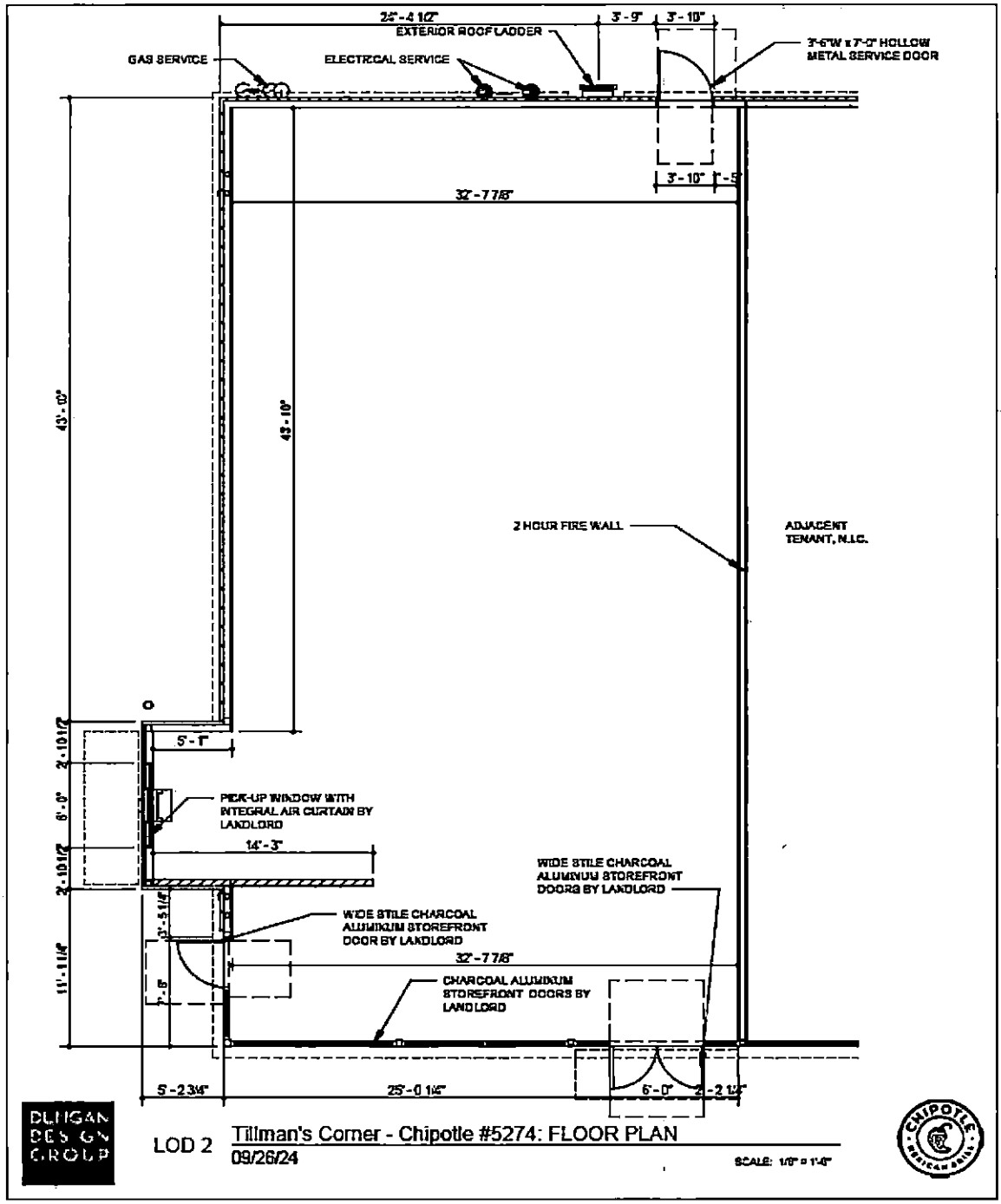
EXHIBIT A-1

LEGAL DESCRIPTION

to be attached via Amendment once established.

EXHIBIT B

DIMENSIONS OF PREMISES



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-165538-2025
Issue Date: 12/24/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305223000021.002.	5344 90 W	

Business Name	Issued To	Zoning Districts
CHIPOTLE MEXICAN GRILL #5274	Name: TIM ROBERT LUSKIN Company: CHIPOTLE MEXICAN GRILL #527 Address: 5344 Us 90 Hwy W MOBILE, AL 36619 Phone: (614) 318-2482	B-3

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827
Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure
- [ ] Sole Proprietorship
- [X] Limited Liability Company (LLC)
- [ ] Corporation

Application Type
- [X] New Business
- [ ] New Owner
- [ ] Location Change

Transfer - License?
- [X] No
- [ ] Yes

Relocation Date

Description/Type
- [ ] Convenience/Grocery Store
- [ ] Hotel [ ] Lounge/Bar
- [ ] Package Store [X] Restaurant
- [ ] Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

- [ ] 010 - Lounge Retail Liquor (Class I)
- [ ] 011 - Lounge Retail Liquor (Class II) - Package Store
- [ ] 020 - Restaurant Retail Liquor
- [X] 040 - Retail Beer (On/Off Premises)
- [ ] 050 - Retail Beer (Off Premises Only)
- [ ] 060 Retail Table Wine (On/Off Premises)
- [ ] 070 - Retail Wine (Off Premises Only)
- [ ] 090 - Wholesale - Beer
- [ ] 100 - Wholesale - Wine
- [ ] 110 - Wholesale - Beer & Wine
- [ ] 140 - Special Events Retail
- [ ] 160 - Special Events - More than 30 Days
- [ ] 200 Manufacturer
- [ ] 220 BrewPub

Legal Business Name	Trade Name (DBA)
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC	CHIPOTLE MEXICAN GRILL

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
5334 HIGHWAY 90 W	MOBILE	AL	36619

Business Contact Person Information

Name	Title	Phone	Email
Mark E. Hoffman	POA	(205)835-1119	mhoffmanattyeyahoo.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2450	9+	9	✓	B-3	✓

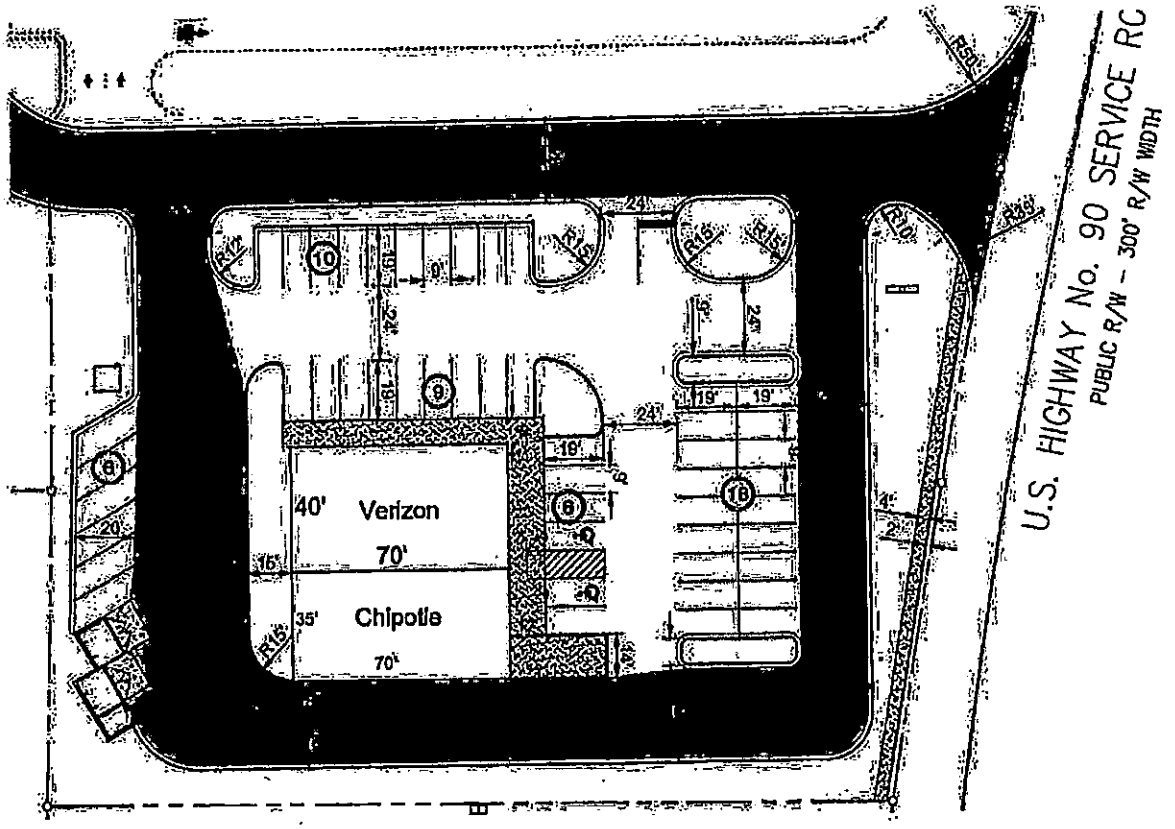
Comments

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	4-9-2026

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

EXHIBIT A

SITE PLAN



R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer (On or Off Premises) License
Submitted by:	Chipotle Mexican Grill of Colorado, LLC
Location:	Chipotle Mexican Grill 5334 Highway 90 West Mobile, AL 36619

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 14, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

Legal Business Name

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)

CHIPOTLE MEXICAN GRILL

Location Address

5334 HIGHWAY 90 WEST

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 14, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
040 - RETAIL BEER (ON OR OFF PREMISES)

Legal Business Name
CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)
CHIPOTLE MEXICAN GRILL

Location Address
5334 HIGHWAY 90 WEST

City, State, Zip Code
MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 21, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
040 - RETAIL BEER (ON OR OFF PREMISES)	

Business Information

Legal Business Name	Trade Name (DBA)
CHIPOTLE MEXICAN GRILL OF COLORADO LLC	CHIPOTLE MEXICAN GRILL

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	01/05/1999	19991002003	CO	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
84-1485992	R000776100	[redacted]	

Physical Address (Street Address, Suite #)	City	State	Zip Code
5334 HIGHWAY 90 WEST	MOBILE	AL	36619

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]			

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT		N/A

Contact Person Information

Name	Title	POA	Phone	Email
MARK E HOFFMAN	POA	YES	[redacted]	

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
KD TILLMANS CORNER LLC	[redacted]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3262 OLD SHELL ROAD, SUITE C-1	MOBILE	AL	36607

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,450	42	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Is the business equipped with services and facilities for on premises consumption? YES

Will the business be operated primarily as a package store? NO

Applicant/POA Initials MGH, POA

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
COMPANY PUBLICALLY TRADED			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)
[redacted]			

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
[redacted]				

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials MGH, POA

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

MGH, POA — The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

MGH, POA — The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

MGH, POA — The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

MGH, POA — The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

MGH, POA — Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

MGH, POA — 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.

MGH, POA — Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
MARK E. HOFFMAN	April 9, 2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
MGH	POWER OF ATTORNEY

Sworn to and subscribed before me this _____ day of _____ 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		**February 11, 2030**

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

dba CHIPOTLE MEXICAN GRILL

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

040 - RETAIL BEER (ON OR OFF PREMISES) [X] and

for the premises located at

5334 HIGHWAY 90 WEST , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 14, 2026 for application number 2026 - 5787

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

mc & H, POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

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[signature], POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/25/2026	NEW APPLICATION	2026 - 5787	132957	4	April 14, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

Legal Business Name

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)

CHIPOTLE MEXICAN GRILL

Location Address

5334 HIGHWAY 90 WEST

City, State, Zip Code

MOBILE AL 36619

Contact Person Information

Name	Title	POA	Phone	Email
MARK E HOFFMAN	POA	YES	[redacted]	

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

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

Letter to City Council

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)



Legal Business Name

CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Trade Name (DBA)

CHIPOTLE MEXICAN GRILL

Location Address

5334 HIGHWAY 90 WEST

Zip Code

36619

Application Number

2026 - 5787

Notice Post Date @ Location

03/25/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 14, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

MB Harris, POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY OF MOBILE

REVENUE DEPARTMENT

April 2, 2026

CHIPOTLE MEXICAN GRILL #5274

5344 USHY 90 WEST

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 132957 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2261196	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

[redacted]

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: CHIPOTLE MEXICAN GRILL
Filing Fee: $50.00
Applicant: CHIPOTLE MEXICAN GRILL OF COLORADO LLC
Transfer Fee:
Location Address: 5334 HIGHWAY 90 W MOBILE, AL 36619
Mailing Address: 500 NEIL AVE SUITE 400 COLUMBUS, OH 43215
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 19991002003
Do you sell Draft Beer?: N/A
Date Incorporated: 01/05/1999 **State incorporated:** CO **County Incorporated:** DENVER
Date of Authority: 02/12/2007
Federal Tax ID: 84-1485992 **Alabama State Sales Tax ID:** R000776100

Name:	Title:	Date and Place of Birth:	Residence Address:
PUBLICLY TRADED CO, DENVER	Incorporated:01/05/1999		Authority:02/12/2007

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

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: MARK E HOFFMAN
Business Phone: [redacted]
Fax:

Home Phone: 205-835-1119
Cell Phone: [redacted]
E-mail: [redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: KD TILLMANS CORNER LLC [redacted]

What is lessors primary business? REAL ESTATE DEVELOPMENT

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: 2450 Display Square Footage:

Building seating capacity: 42 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence:

Location is within: CITY/TOWN LIMITS Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

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: 20260320125832019

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CHIPOTLE MEXICAN RESTAURANTS

Receipt Confirmation Page

Receipt Confirmation Number: 20260320125832019

Application Payment Confirmation Number: 116963720

Payment Summary	
Payment Item	**Fee**
Application Fee for License License 040	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
040 - RETAIL BEER (ON OR OFF PREMISES)	$75.00	$150.00	$225.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: MOBILE
Business Type: LLC
Trade Name: CHIPOTLE MEXICAN GRILL
Applicant Name: CHIPOTLE MEXICAN GRILL OF COLORADO LLC
Location Address: 5334 HIGHWAY 90 W
MOBILE, AL 36619
Mailing Address: 500 NEIL AVE SUITE 400
COLUMBUS, OH 43215

Contact Person: MARK E HOFFMAN
Contact Home Phone: [redacted]
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: POWER OF ATTORNEY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260320125832019

Initial each — **Signature page**

Initial each	
MGH	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MGH	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MGH	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
MGH	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.
MGH	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.
MGH	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): MARK HOFFMAN, POA

Signature of Applicant: MGH

Notary Name (print): Kristen Emory

Notary Signature: Kristen Emory

Commission expires: 4/13/27

KRISTEN EMORY NOTARY PUBLIC ALABAMA STATE AT LARGE

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Lot 1, TILLMAN'S CORNER DEVELOPMENT SUBDIVISION, RECORDED AS INSTRUMENT NO. 2025003353 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased (to/by) CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location. .

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 31ST day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
TINA B. Hanley	Tina B. Hanley	8/18/2029

Notary Stamp

TINA B. HANLEY
My Commission Expires
August 18, 2029

Owner of Property (Print Name)	Applicant Name (Print Name)
KD TILLMANS CORNER, LLC	CHIPOTLE MEXICAN GRILL of COLORADO, LLC
Owner of Property (Signature)	Applicant Name (Signature)
✕	, POA
Street Address	Street Address
3262 OLD SHELL RD., STE C-1	5334 HIGHWAY 90 W
City, State, Zip	City, State, Zip
MOBILE, AL 36607	MOBILE, AL 36619
Date Agreement Signed	Date Agreement Signed

Revision Date 10.23.2023

ARTICLES OF ORGANIZATION
FOR CHIPOTLE MEXICAN GRILL OF COLORADO, LLC
A COLORADO LIMITED LIABILITY COMPANY

FILED - CUSTOMER COPY
VICTORIA BUCKLEY
COLORADO SECRETARY OF STATE

The undersigned, a natural person of at least 18 years of age, acting as organizer of a limited liability company under the Colorado Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company.

19991002003 C
$ 65.00
SECRETARY OF STATE
01-05-1999 16:49:23

ARTICLE I
Name

The name of the limited liability company is Chipotle Mexican Grill of Colorado, LLC.

ARTICLE II
Principal Place of Business

The principal place of business of the limited liability company is 2546 Fifteenth Street, Denver, CO 80211.

ARTICLE III
Registered Agent

The registered agent of the limited liability company in this state is Messner & Reeves, LLC. The business address of the registered agent is 600 17th Street, Suite 2800-South, Denver, Colorado, 80202.

ARTICLE IV
Initial Manager

The management of the limited liability company shall be vested in managers rather than members. The name and business address of the initial manager who is to serve as manager until the first annual meeting of the members or until his successor is elected and qualified is as follows:

M. Steven Ells, Chief Executive Officer
Chipotle Mexican Grill, Inc.
2546 Fifteenth Street
Denver, CO 80211

IN WITNESS WHEREOF, I have signed these Articles of Organization this 31st day of December, 1998, and I acknowledge the same to be my true act and deed.

Montgomery F. Moran, Organizer
Messner & Reeves, LLC
600 17th Street, Suite 2800
Denver, Colorado 80202

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Ginette Dennis, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

is a
Limited Liability Company

formed or registered on 01/05/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991002003 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/13/2006 that have been posted, and by documents delivered to this office electronically through 04/18/2006 @ 08:56:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 04/18/2006 @ 08:56:04 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 6469064 .



Ginette Dennis

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."

CERT_GS_D Revised 09/22/2005

State of Alabama
Department of Revenue

Certificate of Good Standing

Chipotle Mexican Grill of Colorado, LLC is in compliance with the Alabama business privilege tax payment and return requirements in Chapter 14A, Title 40, Code of Alabama 1975 as of the date of issuance. This certificate is valid for sixty days from the date of issuance.

IN WITNESS WHEREOF, I hereunto set my hand this date of April 18, 2012.

Director, Individual and Corporate Tax Division

ATTEST:

Secretary

Business Privilege Tax

Phone: [redacted]
Fax: 334-242-8915

Request Date: April 18, 2012
Request Code: 1204182952850

# 612-331	
Posted by: SLV RB	Checked by: E

FILED IN OFFICE
FEB 12 2007
SECRETARY OF STATE

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY APPLICATION FOR REGISTRATION

INSTRUCTIONS:
STEP 1: THE FOREIGN LIMITED LIABILITY COMPANY APPLICATION FOR REGISTRATION FILING FEE IS $75.
STEP 2: MAIL TWO ORIGINAL COPIES OF THIS APPLICATION AND THE $75 FILING FEE TO: SECRETARY OF STATE, CORPORATIONS DIVISION, P.O. BOX 5616, MONTGOMERY, AL 36103.
STEP 3: IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CORPORATIONS DIVISION AT (334)242-5324.

PURSUANT TO THE PROVISIONS OF THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING APPLICATION FOR REGISTRATION.

1. The name:
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

2. The registered name (must contain the words Limited Liability Company or L.L.C.):
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

3. State of Formation: COLORADO Date of Formation: JANUARY 5, 1999

4. The address of the public office where your Articles of Organization are filed:
~~1543 WAZEE STREET, SUITE 200, DENVER, CO 80202~~
1700 Broadway Street, Suite 200, Debver, CO 80290

5. The nature of business:
FAST CASUAL RESTAURANT

6. The name and street address (No PO Box) of the registered agent in Alabama for service of process:
THE CORPORATION COMPANY
2000 INTERSTATE PARK DRIVE, SUITE 204, MONTGOMERY, AL 36109

7. The street address of the principal office:
1543 WAZEE ST., #200, DENVER, CO 80202

8. The above named Foreign Limited Liability Company consents to service of process on it by registered mail addressed to the Foreign Limited Liability Company at the office required to be maintained in the state of organization by the laws of that state or, if not so required, at the principal office of such Foreign Limited Liability Company, if the agent appointed above cannot be found or served with the exercise of reasonable diligence.

Sworn to this 19th day of Jan., 2007

Denver, Colorado
City and State

RECEIVED
JAN 24 2007
SECRETARY OF STATE

RECEIVED
FEB 12 2007
SECRETARY OF STATE

Signature of Authorized Member or Manager

Rev 4/2000

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Chipotle Mexican Grill of Colorado, LLC a Colorado entity, qualified in the State of Alabama on February 12, 2007. The Alabama Entity Identification number for this entity is 612-331. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

5/28/2015

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20150528000006128

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201

DATE OF THIS NOTICE: 01-27-1999
NUMBER OF THIS NOTICE: CP 575 F
EMPLOYER IDENTIFICATION NUMBER: 84-1485992
FORM: SS-4
2916922005 0

FOR ASSISTANCE CALL US AT:
303-825-7041 LOCAL DENVER
1-800-829-1040 OTHER CO

OR WRITE TO THE ADDRESS SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

CHIPOTLE MEXICAN GRILL OF COLORADO
% CAROYN MILLER
2546 15TH ST
DENVER CO 80211

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 84-1485992. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN as shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

Please use the label IRS provided when filing tax documents. If that isn't possible, you should use your EIN and complete name and address as shown below to identify your account and to avoid delays in processing.

CHIPOTLE MEXICAN GRILL OF COLORADO
LLC
% CAROYN MILLER
ELLS M STEVEN SINGLE MBR
2546 15TH ST
DENVER CO 80211

If this information isn't correct, please correct it using page 2 of this notice. Return it to us at the address shown so we can correct your account.

If you want to receive a ruling or a determination letter recognizing your organization as tax exempt, you should file Form 1023/1024, Application for Recognition of Exemption, with your IRS Key District office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

Thank you for your cooperation.

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Chipotle Mexican Grill of Colorado, LLC

2 Business name/disregarded entity name, if different from above.

Chipotle Mexican Grill

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

610 Newport Center Drive, Suite 1100

Requester's name and address (optional)

6 City, state, and ZIP code

Newport Beach, CA 92660

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	4	–	1	4	8	5	9	9	2

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 Holly Culpepper Date 3/26/24

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CHIPOTLE MEXICAN GRILL OF COLORADO LLC
DBA CHIPOTLE MEXICAN GRILL
DBA CHIPOTLE MEXICAN GRILL #3739
DBA CHIPOTLE MEXICAN GRILL #4484
DBA CHIPOTLE MEXICAN GRILL #4519
DBA CHIPOTLE MEXICAN GRILL #4862

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R000776100	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner

NAICS CODE: 722513

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

101 OUTFIELD DR STE A MADISON AL 35758-6758
1031 MONTGOMERY HWY STE 111 VESTAVIA HILLS AL 35216-2868
1051 AMBER DR HOOVER AL 35244-4806
1109 BELTLINE RD SE DECATUR AL 35601-6556
1203 UNIVERSITY BLVD TUSCALOOSA AL 35401-1629
1289 US HIGHWAY 72 E ATHENS AL 35611-4403
1700 OPELIKA RD AUBURN AL 36830-2826
1759 MONTGOMERY HWY S HOOVER AL 35244-1215
1800 MCFARLAND BLVD E STE 608 TUSCALOOSA AL 35404-5869
1821 CHEROKEE AVE SW CULLMAN AL 35055-5547
2001 MOODY PKWY MOODY AL 35004-3068
2125 INTERSTATE DR OPELIKA AL 36801-1526
2560 BERRYHILL RD STE C MONTGOMERY AL 36117-3738
2566 COBBS FORD RD PRATTVILLE AL 36066-7708
2682 EASTERN BLVD MONTGOMERY AL 36117-1510
273 LAKESHORE PKWY HOMEWOOD AL 35209-7188
2862 S MCKENZIE ST FOLEY AL 36536-0000
30 COMMONS WAY OXFORD AL 36203-3484
300 20TH ST S BIRMINGHAM AL 35233-2024
311 COX CREEK PKWY FLORENCE AL 35630-1539
3220 MORROW RD BIRMINGHAM AL 35235-3109
346 W MAGNOLIA AVE AUBURN AL 36832-4676
3471 ROSS CLARK CIR DOTHAN AL 36303-2579
3535 US HWY 280/431 PHENIX CITY AL 36867-0000
3871 AIRPORT BLVD MOBILE AL 36608-1689
4719 HIGHWAY 280 BIRMINGHAM AL 35242-5149
5344 HIGHWAY 90 W MOBILE AL 36619-4202
5350 HIGHWAY 280 BIRMINGHAM AL 35242-5316
5900 UNIVERSITY DR NW HUNTSVILLE AL 35806-2504
616 GAYLE ST GARDENDALE AL 35071-3055
7765 AIRPORT BLVD STE D100 MOBILE AL 36608-5038
8294 US HIGHWAY 72 STE 100 MADISON AL 35757-2902
914 VAN AVE DAPHNE AL 36526-8611

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is entered into as of 10/24/2024 ("Effective Date"), between **KD Tillman's Corner, LLC**, an Alabama limited liability company ("Landlord") and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company ("Tenant").

ARTICLE 1
BASIC TERMS

1.1 In all instances, the basic terms set forth in this Section 1.1 are subject to the main body of the Lease.

Estimated Initial Monthly Payment:	Base Rent	$9,595.83	[$47.00/square foot/year]
	Estimated Taxes (ARTICLE 12)	$357.29	[$1.75/square foot/year]
	Estimated Insurance (ARTICLE 13)	$612.50	[$3.00/square foot/year]
	Estimated Common Area Charges (ARTICLE 10)	$612.50	[$3.00/square foot/year]
	Total	$11,178.12	[$54.75/square foot/year]

Base Rent:	Lease Year	Per Square Foot	Per Month
	1-5	$47.00	$9,595.83
	6-10	$51.70	$10,555.42
	11-15	$56.87	$11,610.96
First Extended Term	16-20	$51.70	$10,555.42
Second Extended Term	21-25	$56.87	$11,610.96
Third Extended Term	26-30	$62.56	$12,772.67
Fourth Extended Term	31-35	$68.82	$14,050.75

Landlord's Broker:	Buff Teague, JLL- Gulf South Region
Tenant's Broker:	Jones Lang Lasalle Brokerage, Inc.
Landlord's Notice Address:	KD Tillman's Corner, LLC 3262 Old Shell Road, Suite C-1 Mobile, AL 36607
Rent Payment Address:	KD Tillman's Corner, LLC 3262 Old Shell Road, Suite C-1 Mobile, AL 36607

Tenant's Notice Address:	Chipotle Mexican Grill of Colorado, LLC 500 Neil Ave, Suite 400 Columbus, OH 43215 Attn: Lease Administration Store No. 01-5274 LeaseAdmin@Chipotle.com with a copy to: Messner Reeves LLP 1550 Wewatta Suite 710 Denver, Co 80202 Attn: Amy E. Huff
Existing Tenant:	None.
Possession Date:	Defined in Section 7.1.
Premises:	2,450 square feet
Premises Address:	5344 US-90, Mobile, AL 36619
Center:	As more particularly described in Section 2.1.
Rent Commencement Date:	The Rent Commencement Date shall be the date which is the earlier of: (a) one hundred twenty (120) days after the Possession Date (the "Build Out Period"), or (b) the date upon which Tenant opens for business to the public at the Premises.
Tenant's Proportionate Share:	Fifty three and eighty-five hundredths percent (53.85%)
Term:	Primary Term: Fifteen (15) Lease Years, commencing on the Rent Commencement Date. First Extended Term: Five (5) Lease Years Second Extended Term: Five (5) Lease Years Third Extended Term: Five (5) Lease Years Fourth Extended Term: Five (5) Lease Years
Permitted Use:	Subject to the [Master Declaration] and the Existing Exclusives set forth on **Exhibit C** attached here, "Chipotle" restaurant with , at Tenant's option, a drive-through, serving specialty burritos, tacos, quesadillas, and other items generally served in a "Chipotle" restaurant including, at Tenant's option, alcoholic beverages and for any other lawful purpose not conflicting with any exclusive use granted to any other tenant at the Center prior to engaging in such use.
Exclusive Use:	As more particularly described in Section 5.5.
Guarantor:	Chipotle Mexican Grill, Inc.

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ARTICLE 2
LEASE OF PREMISES

2.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases, hires and takes from Landlord the Premises, consisting of a portion of the building (the "Building") located in the County of Mobile, State of Alabama, in the Center and situated on the real property owned or controlled by Landlord, which real property is legally described on **Exhibit A-1** attached hereto and incorporated herein by reference and outlined on **Exhibit A.** Landlord represents that the legal description attached as **Exhibit A-1** substantially describes the Center as outlined on **Exhibit A.** The site plan for the Center is shown on **Exhibit A** attached hereto. The dimensions of the Premises are shown on **Exhibit B** attached hereto, and the Landlord hereby confirms the accuracy of the dimensions of the Premises as shown on such **Exhibit B.** After delivery of possession of the Premises by Landlord, Tenant shall have the right to have the Premises measured by Tenant's architect. In the event of a dispute as to the actual square footage of the Premises, Landlord and Tenant's architects shall work together to determine the actual square footage and the mutual certification by Landlord's and Tenant's architects with respect to the actual square footage of the Premises shall be conclusive and binding. If Landlord's and Tenant's architects cannot agree on the actual measured area of the Premises the issue shall be submitted to a disinterested third party who is qualified to perform the measurement and is acceptable to both Landlord and Tenant, and the determination of such third party shall be binding on both Landlord and Tenant. The fees of such third party shall be shared equally by Landlord and Tenant. If such remeasurement accurately discloses that the size of the Premises is greater or less than the amount stated herein, the Base Rent, Tenant's Proportionate Share and the Tenant Improvement Allowance shall be recalculated accordingly; provided, however, that in no event shall the Premises be deemed to contain more than 102% of the square footage described in Section 1.1, and in the event that the Premises are determined to contain 98% or less of the approximate square footage described in Section 1.1, Tenant shall have the right to terminate this Lease. Additionally, in the event the dimensions of the Premises differ from the dimensions shown on **Exhibit B** and Tenant re-designs its layout of the Premises due to such difference, Landlord agrees to reimburse Tenant for the reasonable costs associated with any such re-design within ten (10) days following Tenant's demand therefor. The square footage of the Premises shall be calculated from the exterior of outside walls and the center of common walls and shall not include any columns, staircases, mechanical rooms or other obstructions.

2.2 In addition to the Premises, subject to compliance with all local laws, codes and ordinances, Tenant shall be permitted to create, at its expense, a patio area of not less than 250 square feet adjacent to the Premises (the "Patio Area"), for Tenant's exclusive use for outside dining with, at Tenant's option, tables, chairs, umbrellas, lights, speakers, trash receptacles and a misting system, all in accordance with Tenant's specifications, subject to the city's approval of Tenant's seating plan. The Patio Area constitutes a portion of the Premises; however, no additional rent or charges are payable for the use thereof. Tenant shall have the right to enclose the Patio Area, without Landlord's consent, by installing a railing or other appropriate barrier. Tenant shall maintain the Patio Area and all furniture and/or personal property located thereon in good condition and repair and shall at all times use commercially reasonable efforts to keep the Patio Area free of garbage and debris.

2.3 Landlord shall not have the right to relocate Tenant.

2.4 Tenant hereby acknowledges and agrees that this Lease and Tenant's use of the Premises will be subject to a certain Master Declaration (the "Master Declaration"). The proposed final draft of the Master Declaration is attached hereto as **Exhibit J** and Landlord shall not materially modify the Master Declaration from the version attached hereto as **Exhibit J** without Tenant's consent, such consent not to be unreasonably withheld, conditioned or delayed and shall not be tied to monetary consideration. Notwithstanding anything herein to the contrary, Landlord shall not consent to an amendment or modification of the Master Declaration that would conflict with or violate the express terms and conditions of this Lease or would obligate Tenant to incur any financial obligation other than Tenant's financial obligations set forth expressly in this Lease. In the event of any conflict or ambiguity existing between the Master Declaration and this Lease, this Lease shall control as between Landlord and Tenant. Landlord shall take all reasonable action available to Landlord under the Master Declaration or applicable law to enforce the maintenance obligations and other terms thereof affecting or benefitting the Premises in the Master Declaration on Tenant's behalf and for Tenant's benefit.

ARTICLE 3
TERM

3.1 Tenant shall lease the Premises for the Primary Term and, if Tenant exercises one or more Extension Options, for one or more Extended Terms.

3.2 Tenant shall have four (4) options (collectively, the "Extension Options," and each, an "Extension Option") to extend the Term of this Lease for the Extended Terms. The exercise of an Extension Option shall operate to extend this Lease upon the same terms and conditions except for the amount of Base Rent, which shall be increased as set forth in Section 1.1. Tenant may exercise an Extension Option by sending notice thereof to Landlord on or before the date that is one hundred twenty (120) days before the Expiration Date of the Primary Term or the then current Extended Term, as applicable. Notwithstanding the foregoing, Tenant's right to any Extended Term will not lapse because of Tenant's failure to exercise any option to extend unless Landlord first will have given Tenant notice that Tenant has failed to exercise such option to extend, and Tenant does not exercise such option to extend within thirty (30) days following Tenant's receipt of Landlord's notice. The Primary Term and any Extended Terms are sometimes collectively referred to herein as the "Term".

3.3 When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the Expiration Date for the Primary Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as **Exhibit E**.

3.4 "Expiration Date" shall mean 11:59 p.m. on the date that is the last day of the fifteenth (15th) Lease Year for the Primary Term; the date that is five (5) years after the Expiration Date of the Primary Term for the first Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the first Extended Term for the second Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the second Extended

Term for the third Extended Term, if applicable; and the date that is five (5) years after the Expiration Date of the third Extended Term for the fourth Extended Term, if applicable.

3.5 "Lease Year" shall mean a twelve (12) month period. Each Lease Year shall commence on the Rent Commencement Date or the anniversary thereof and end twelve (12) months later; provided, however, that if the Rent Commencement Date is a day other than the first day of a calendar month, then (a) the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month and the following twelve (12) calendar months; and (b) each subsequent Lease Year shall commence on the first day of the month following the month in which the Rent Commencement Date occurred.

ARTICLE 4
BASE RENT

4.1 Tenant agrees, except as otherwise provided in this Lease, to pay monthly Base Rent, in advance, on or before the first (1st) day of each calendar month during the Term of this Lease. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first month's Base Rent shall be prorated on the basis of a thirty (30) day month, and shall be payable with the first full monthly Base Rent due hereunder. All payments of Rent from Tenant to Landlord shall be made either (a) by check at the address of Landlord specified in Section 1.1 above, or as from time to time designated in writing to Tenant; or (b) via electronic fund transfer. Landlord agrees to complete, execute and provide Tenant with any document requested by Tenant in connection with establishing electronic payments from Tenant to Landlord. For the purposes of this Lease, Base Rent and Tenant's Proportionate Share of Common Area Charges and Taxes shall collectively be referred to herein as "Rent".

ARTICLE 5
USE OF PREMISES

5.1 The Premises may be used and occupied by Tenant for the Permitted Use.

5.2 Neither Landlord nor Tenant shall do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; (c) which will cause cancellation of any insurance on the Center; or (d) which will increase the rate of any insurance on the Center unless Tenant or Landlord, as the case may be, specifically agrees to pay any such increase on insurance.

5.3 Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon. Subject to compliance with all applicable local laws, codes and ordinances, Tenant, during its hours of operation, shall be allowed to play music within the Premises and on the Patio Area, and Landlord agrees that such music does not constitute a nuisance for Landlord's purposes. Landlord understands that some odors and smoke are associated with the operation of a "Chipotle" restaurant and that the presence of such odors and smoke shall not constitute a breach of this Lease or a violation of any rules or regulations of Landlord and shall not be deemed noxious or offensive. Tenant shall not use or permit the use of the Premises or any part thereof as living or sleeping quarters.

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McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken, Roy Rogers, Shake Shack, Habit Burger or Slim Chickens.

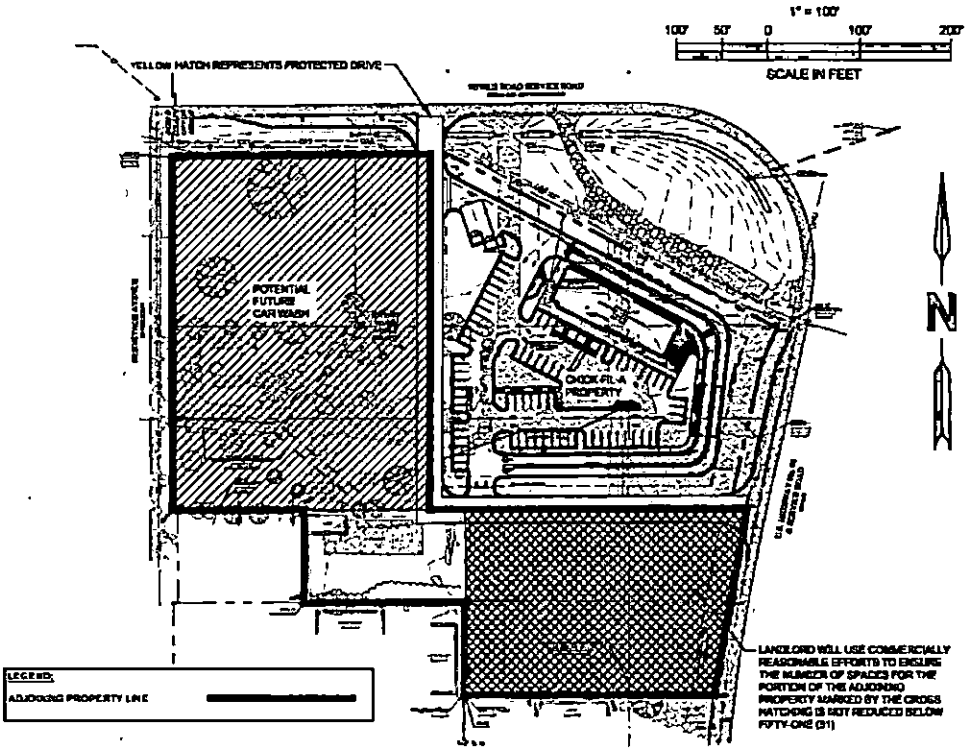
Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

EXHIBIT D

LEGAL DESCRIPTION OF ADJOINING PROPERTY

EXHIBIT D-1

DEPICTION OF ADJOINING PROPERTY



IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

LANDLORD:
KD Tillman's Corner, LLC,
an Alabama limited liability company

By: DocuSigned by: Scott Delaney
5002903C9368412...

Name: Scott Delaney

Title: Manager

Date: 10/24/2024

Landlord's Federal Tax Identification Number:
99-0925417

TENANT:
Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: DocuSigned by: Stephen Piacentini
7029F3FC292D480...

Name: Stephen Piacentini

Title: Chief Development Officer

Date: 10/21/2024

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

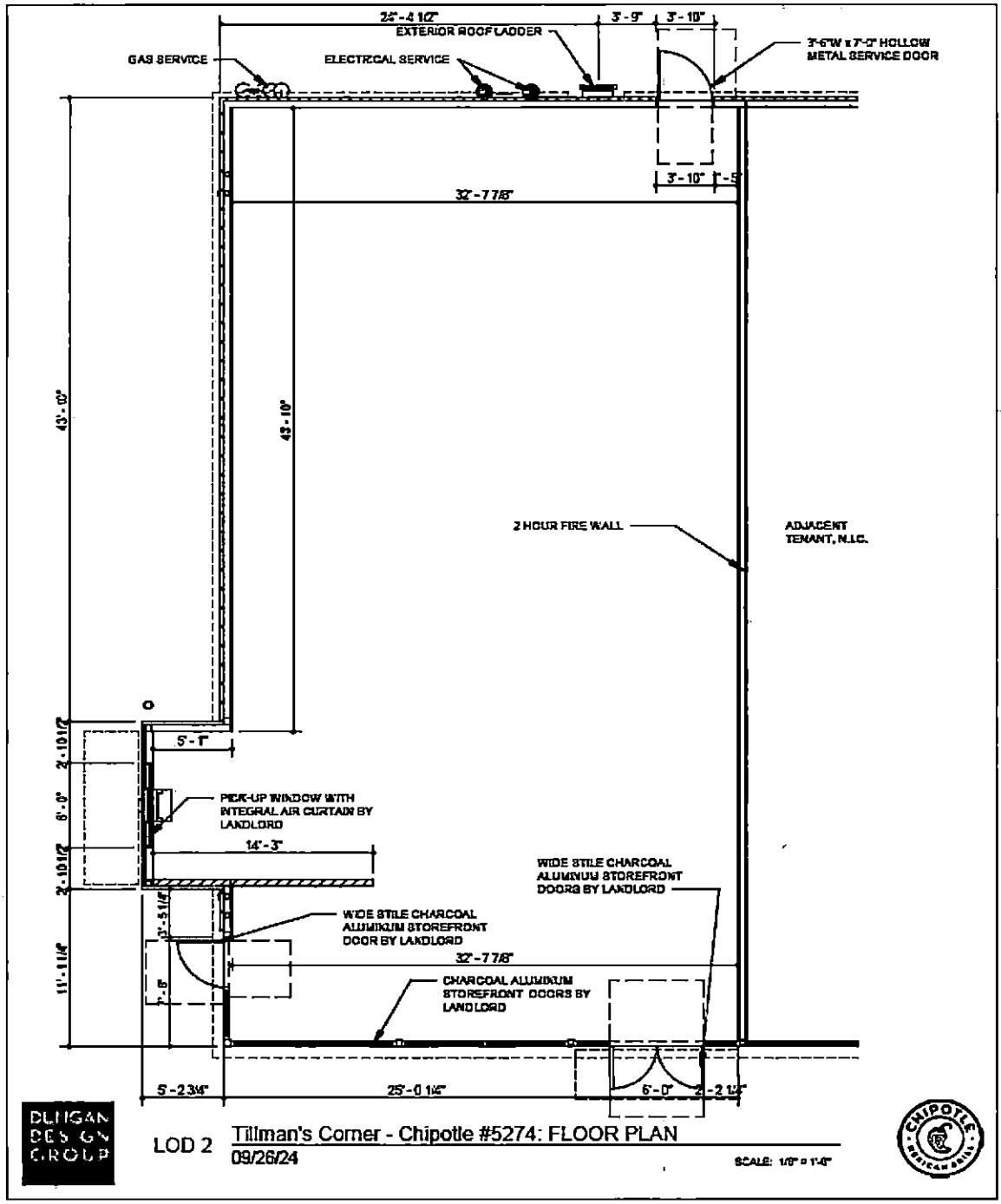
EXHIBIT A-1

LEGAL DESCRIPTION

to be attached via Amendment once established.

EXHIBIT B

DIMENSIONS OF PREMISES



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-165538-2025
Issue Date: 12/24/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305223000021.002.	5344 90 W	

Business Name	Issued To	Zoning Districts
CHIPOTLE MEXICAN GRILL #5274	Name: TIM ROBERT LUSKIN Company: CHIPOTLE MEXICAN GRILL #5274 Address: 5344 Us 90 Hwy W MOBILE, AL 36619 Phone: (614) 318-2482	B-3

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:2[redacted] Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - Licensed	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date:	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC	CHIPOTLE MEXICAN GRILL

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
5334 HIGHWAY 90 W	MOBILE	AL	36619

Business Contact Person Information			
Name	Title	Phone	Email
MARK E. HOFFMAN	POA	[redacted]	

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2450	9+	9	✓	B-3	✓

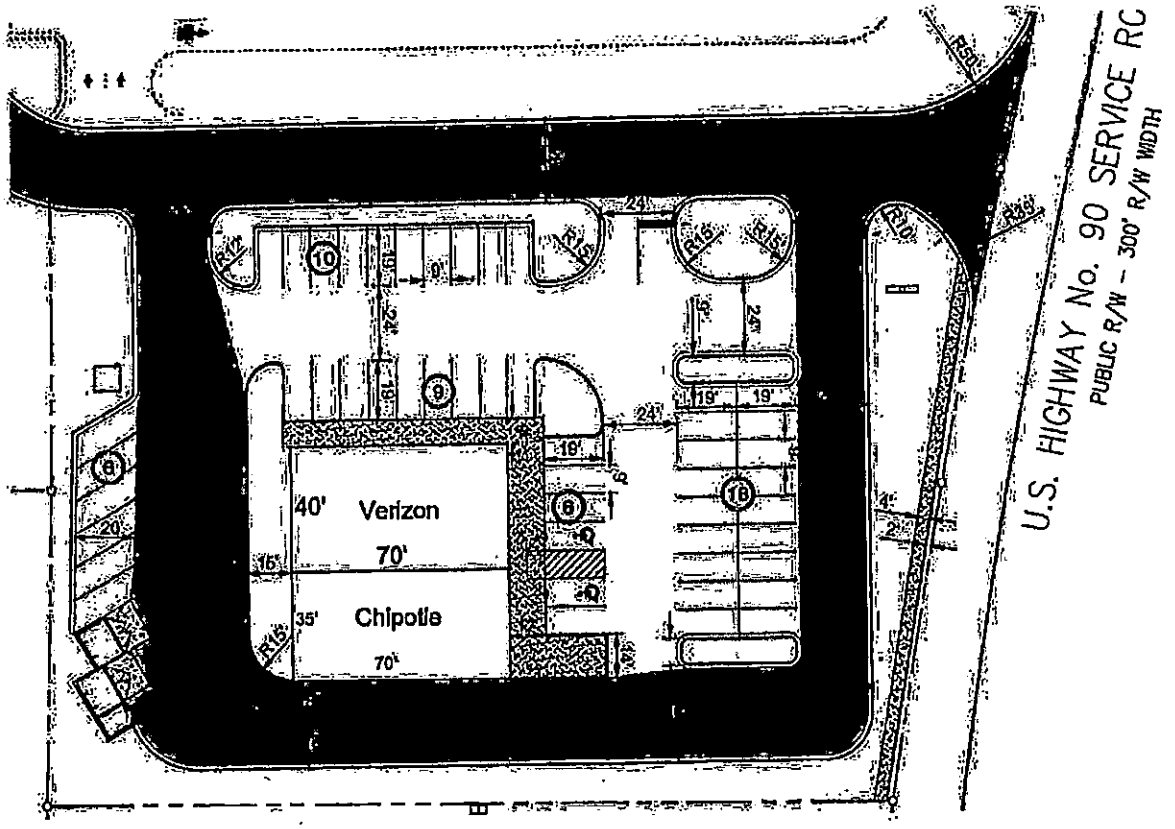
Comments:

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	4-9-2026

Docusign Envelope ID: 416C75BB-A23F-43E4-9174-B6BC467C8297

EXHIBIT A

SITE PLAN



R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II License
Submitted by:	Hillwood Classic Liquors, LLC
Location:	Hillwood Liquors 2370 Hillcrest Road Suite D Mobile, AL 36695

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	TRANSFER - LOCATION	2026 - 5788	125831	6	April 21, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name
HILLWOOD LIQUORS LLC

Trade Name (DBA)
HILLWOOD LIQUORS

Location Address
2370 HILLCREST ROAD SUITE D

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	TRANSFER - LOCATION	2026 - 5788	125831	6	April 21, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name
HILLWOOD LIQUORS LLC

Trade Name (DBA)
HILLWOOD LIQUORS

Location Address
2370 HILLCREST ROAD SUITE D

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

CITY OF MOBILE

REVENUE DEPARTMENT

April 8, 2026

HILLWOOD LIQUORS

2370 HILLCREST ROAD STE K

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 125831 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2288306	12/2026	ALCOHOL APPLICATION FEE (LIQUOR & CONSUMABLE HEMP) APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	TRANSFER - LOCATION	2026 - 5788	125831	6	April 21, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS II	

Business Information

Legal Business Name	Trade Name (DBA)
HILLWOOD LIQUORS LLC	HILLWOOD LIQUORS

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	04/24/2023		AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
92-3677876	R011840926	(215) 687-0809	

Physical Address (Street Address, Suite #)	City	State	Zip Code
2370 HILLCREST ROAD SUITE D	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2370 HILLCREST ROAD SUITE D	MOBILE	AL	36695

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LIQUOR/PACKAGE STORE		2370 HILLCREST ROAD, SUITE K, MOBILE, AL 36695

Contact Person Information

Name	Title	POA	Phone	Email
AMIT PATEL	TREASURER	NO	(215) 687-0809	AQP5003@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
HILLWOOD LIQUORS LLC	HILLWOOD LIQUORS

ABC License Type	License Number	Any ABC Pending Actions
010 - LOUNGE RETAIL LIQUOR - CLASS I	119591	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
H AND C DEVELOPMENT COMPANY INC	(251) 234-7232	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3201 DAUPHIN STREET, SUITE A	MOBILE	AL	36606

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
1,700	0	YES	NO	SHOPPING CENTER	

Do the premises have a fully equipped/operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? YES

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PATEL, VISHAL VIJAY	PRESIDENT	AL 7181615	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
7340 ISLE OF PALMS DRIVE	MOBILE	AL	36695
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
12/15/1984	USA		

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	SHREE RANJI LLC	PALMER GROCERY	8989 US 90, IRVINGTON, AL 36544
	SIP SMOKE LLC	SIP N SMOKE	5212 COTTAGE HILL ROAD E, MOBILE, AL 36609

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PATEL, PINALBHAI YASHTKUMAR	VICE PRESIDENT	AL 8245788	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
8517 MIMOSA LANE	MOBILE	AL	36619
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
05/21/1975	INDIA		

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	SHREE RANJI LLC	PALMER GROCERY	8989 US 90, IRVINGTON, AL 36544
	SIP N SMOKE LLC	SIP N SMOKE	5212 COTTAGE HILL ROAD E, MOBILE, AL 36609

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PATEL, AMIT SUNILKUMAR	TREASURER	AL 8711046	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
6104 MACARTHUR PLACE CT S	MOBILE	AL	36609
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
04/10/1986	INDIA		2156870809

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	SHREE RANJI LLC	PALMER GROCERY	8989 US 90, IRVINGTON, AL 36544
	SIP N SMOKE LLC	SIP N SMOKE	5212 COTTAGE HILL ROAD E, MOBILE, AL 36609

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
N/A			

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

AP The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

AP The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

AP The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

AP The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AP Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

AP 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.

AP Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
AMIT PATEL	04/08/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Amit Patel	owner

Sworn to and subscribed before me this day of 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	TRANSFER - LOCATION	2026 - 5788	125831	6	April 14, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS II

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address

2370 HILLCREST ROAD SUITE D

City, State, Zip Code

MOBILE AL 36695

Contact Person Information

Name	Title	POA	Phone	Email
AMIT PATEL	TREASURER	NO	(215) 687-0809	AQP5003@GMAIL.COM

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

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

HILLWOOD LIQUORS LLC

dba HILLWOOD LIQUORS

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

010 - LOUNGE RETAIL LIQUOR CLASS I and

for the premises located at

2370 HILLCREST ROAD SUITE D , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 14, 2026 for application number 2026 - 5788

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Amit Patel
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS II

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address | Zip Code

2370 HILLCREST ROAD SUITE 1 | 36695

Application Number | Notice Post Date @ Location

2026 - 5788 | 03/24/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 14, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Amit Patel

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260324111328706

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE K
MOBILE, AL 36695
Telephone: 251-687-0809

NEW APPLICANT:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Telephone: 215-687-0809

Current License No: 119591

LICENSED PREMISES ADDRESS: 2370 HILLCREST RD STE D MOBILE, AL 36695

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 24th day of March, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

AMIT PATEL
Print Name: Amit Patel
Title: member

NEW LICENSEE (APPLICANT)

AMIT PATEL
Print Name: Amit Patel
Title: member

WITNESS: (By ABC Enforcement) _____

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** **County:**

Trade Name: HILLWOOD LIQUORS

Filing Fee:

Applicant: HILLWOOD LIQUORS LLC

Transfer Fee: $50.00

Location Address: 2370 HILLCREST RD STE D MOBILE, AL 36695

Mailing Address: 2370 HILLCREST RD STE D MOBILE, AL 36695

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-075-814

Do you sell Draft Beer?: N/A

Date Incorporated: 04/24/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 04/24/2023

Federal Tax ID: 92-3677876 **Alabama State Sales Tax ID:** R011840926

Name:	Title:	Date and Place of Birth:	Residence Address:
AMIT SUNILKUMAR PATEL 8711046 - AL	TREASURER	04/10/1986 INDIA	6104 MACARTHUR PLACE CT S MOBILE , AL 36609
VISHAL VIJAY PATEL 7181615 - AL	PRESIDENT	12/15/1984 USA	7340 ISLE OF PALMS DR MOBILE, AL 36695
PINALBHAI YASHVANTKUMAR PATE 8246788 - AL	VICE PRESIDENT	05/21/1975 INDIA	8517 MIMOSA LANE MOBILE, AL 36619

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

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: AMIT PATEL
Business Phone: 215-687-0809
Fax:

Home Phone: 215-687-0809
Cell Phone: 215-687-0809
E-mail: AQP5003@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: HILLWOOD LIQUORS
Applicant: HILLWOOD LIQUORS LLC

Previous Vendor Number: 119591

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: H AND C DEVELOPMENT COMPANY INC 251-234-7232

What is lessors primary business? RENTAL

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? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 1700

Display Square Footage: 1100

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

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: 20260313145927046

Initial each	Signature page
AP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AP	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.
XX	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.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
AP	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AP	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.
AP	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.
AP	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): AMIT PATEL

Signature of Applicant: Amit Patel

Notary Name (print):

Notary Signature:

Alabama State At Large
Notary Public
WILLIAM D. HUFF
My Commission Expires 10/06/2029

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: PALMERS GROCERY SHREE RANJI LLC
SIP N SMOKE SIP N SMOKE LLC
License Covers: STE D

Receipt Confirmation Page

Receipt Confirmation Number: 20260313145927046

Application Payment Confirmation Number: 116777058

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License License 011	$50.00
Total Amount to be Charged	$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: MOBILE
Business Type: LLC
Trade Name: HILLWOOD LIQUORS
Applicant Name: HILLWOOD LIQUORS LLC
Location Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Mailing Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Contact Person: Contact AMIT PATEL
Home Phone: Contact 215-687-0809
Business Phone: Contact 215-687-0809
Fax:
Contact Cell Phone: 215-687-0809
Contact Email Address:
Contact Web Address:

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20260313145927046
Application Payment Confirmation Number: 116777058

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License 011	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: TRANSFER
License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 3.1.5

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260313145927046

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE K
MOBILE, AL 36695
Telephone: 251-687-0809

NEW APPLICANT:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Telephone: 215-687-0809

Current License No: 119591

LICENSED PREMISES ADDRESS: 2370 HILLCREST RD STE D MOBILE, AL 36695

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 24th day of MARCH, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

AMIT PATEL
Print Name: Amit Patel
Title: member

NEW LICENSEE (APPLICANT)

AMIT PATEL
Print Name: Amit Patel
Title: member

WITNESS: (By ABC Enforcement) _____

Revised 9/08

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2025-2026

LICENSE EXPIRES SEPTEMBER 30, 2026
RENEW LICENSE(S) BEFORE AUGUST 1, 2026

Confirmation Number: 20250728000000250

Renewal Period: June 1, 2026 Through July 31, 2026

License Number: 011959149

County:	MOBILE	Tobacco Business Type:	45	Vending Machines:	0
Effective Date:	10/01/2025	Printed Date:	07/28/2025		
Trade Name:	**HILLWOOD LIQUORS**				
Licensee:	**HILLWOOD LIQUORS LLC**				
Location:	**2370 HILLCREST RD STE K**				
	MOBILE		**AL**	**36695**	
Mailing Address:	**8989 HWY 90 W**				
	IRVINGTON		**AL**	**36544**	

011 LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

113025

Curtis E. Stewart

ADMINISTRATOR

License Renewal Receipt

Receipt Confirmation Number: 20250728000000250

Payment Summary

Payment Item	County Fee	State Fee	Total Fee
HILLWOOD LIQUORS License: 011-011959149 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	$300.00	$300.00	$600.00
HILLWOOD LIQUORS License: 990-011959149 990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS	$0.00	$150.00	$150.00
Total Amount to be Charged	**$300.00**	**$450.00**	**$750.00**

Vendor License List

Trade Name	Business Location Address
HILLWOOD LIQUORS	2370 HILLCREST RD STE K MOBILE, AL 36695

Type of Business: Liquor Package

Tobacco Vending Machines: 0

RVP Certification: N

Liquor Liability Insurance in the amount of at least $100,000.00.

Insurance Company:	Hadron Specialty Insurance Company	Insurance Policy Number:	H0171LL000471
Insurance Coverage Begin:	06/06/2025	Insurance Coverage End:	06/06/2026

Renew License	License Number	License Type	County	County Fee	State Fee
RENEW	011-011959149	011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	MOBILE	$300.00	$300.00
RENEW	990-011959149	990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS	MOBILE	$0.00	$150.00

Business Information

Business/Applicant Name:	HILLWOOD LIQUORS LLC
Business Mailing Address:	8989 HWY 90 W IRVINGTON, AL 36544
Business Phone:	215-687-0809
Business Type:	The business is a corporation, partnership, LLC or LLP
Point of contact name:	VISHAL PATEL
Point of contact phone:	251-776-3546
Point of contact email:	VISHAL1284@GMAIL.COM

Member Information

Member Info	Member DOB	Member Address
VISHAL PATEL	12/15/1984 MISSISsippi	7340 ISLE OF PALMS DR MOBILE, AL 36695

Affidavit

I (VISHAL PATEL) hereby certify that all other material facts set forth in my original application and subsequent renewal applications are true and correct. By checking the boxes above, I certify that I acknowledge and confirm the affirmations contained in each statement. If currently certified in the ABC Board Responsible Vendor Program (RVP), I attest that this location is in compliance with the ABC Board RVP Requirements.

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

Date of this notice: 04-24-2023

Employer Identification Number:
92-3677876

Form: SS-4

Number of this notice: CP 575 B

HILLWOOD LIQUORS LLC
AMIT PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

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 92-3677876. 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 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 04-24-2023 HILL B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HILL. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 04-24-2023
EMPLOYER IDENTIFICATION NUMBER: 92-3677876
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

HILLWOOD LIQUORS LLC
AMIT PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Hillwood Liquors LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Vishal Patel

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   7340 Isle of Palms Dr Mobile, AL 36695

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

   8989 Hwy 90 W Irvington, AL 36544 MOBILE

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-075-814 DLL

Date	04/24/2023
Time	17:14:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 24 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 5 : 14 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 24 / 2023
Date (MM/DD/YYYY)

VISHAL PATEL
(Signature as required by 10A-5A-2.04)

MEMBER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.)

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Amit Patel	6104 Macarthur Place Ct S Mobile, AL 36609	8989 Hwy 90 W Irvington, AL 36544
Pinal Patel	8517 Mimosa Ln Mobile, AL 36619	8989 Hwy 90 W Irvington, AL 36544

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Hillwood Liquors LLC

This name reservation is for the exclusive use of VISHAL PATEL, 8989 HWY 90 W, Irvington, AL 36544 for a period of one year beginning April 24, 2023 and expiring April 24, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

April 24, 2023

Date

RES087699

Wes Allen **Secretary of State**

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

HILLWOOD LIQUORS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011840926	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 445320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2370 HILLCREST RD STE D MOBILE AL 36695-3838

THE UNITED STATES OF AMERICA

CERTIFICATE OF NATURALIZATION

No. 30215475

Personal description of holder as of date of naturalization:

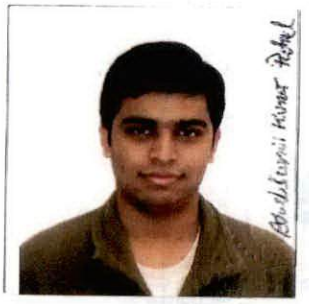
Date of birth: **APRIL 10, 1986**

Sex: **MALE**

Height: **5** *feet* **6** *inches*

Marital status: **SINGLE**

Country of former nationality: **INDIA**



CIS Registration No. **A047581233**

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Amit Patel

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: **PHILADELPHIA, PENNSYLVANIA**

The Secretary having found that:

AMIT SUNILKUMAR PATEL

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

USDC OF PENNSYLVANIA AT PHILADELPHIA

at: **PHILADELPHIA, PENNSYLVANIA** *on:* **NOVEMBER 16, 2006**

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY, PRINT OR PHOTOGRAPH THIS CERTIFICATE, WITHOUT LAWFUL AUTHORITY.

Director, U. S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

FORM N-550 REV. 4-94

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
115 S. University Blvd
Mobile AL 36608

License#: 2081754

CONTACT NAME: Stacy Baria
PHONE (A/C, No, Ext): 251-473-4600 FAX (A/C, No):
E-MAIL ADDRESS: SBaria@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Conifer Insurance Company	29734
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hillwood Liquors LLC
2370 Hillcrest Rd
Suite D
Mobile AL 36695

HILLLIQ-03

COVERAGES **CERTIFICATE NUMBER:** 377186667 **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? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			H0171LL000471	6/6/2025	6/6/2026	Each Occurrence	100,000
							Aggregate	100,000

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

CERTIFICATE HOLDER

ALABAMA ABC BOARD
5660 US HWY 90 W
THEODORE AL 36582

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

List of Current Members

The following individuals are the only members of: HILLWOOD LIQUORS LLC

NAME: Vishal Patel TITLE: President

NAME: Pinal Patel. TITLE: Vice President.

NAME: Amit Patel TITLE: Treasurer

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

Amit PATEL
PRINTED NAME OF MEMBER

Amit Patel
SIGNATURE OF MEMBER

3/14/26
DATE

KWT

WSR

White-Spunner Realty, Inc.
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

COMMERCIAL LEASE

This commercial lease ("**Lease**") is made and entered into on this the 1st day of November, 2025 ("**Effective Date**") by and between **H & C DEVELOPMENT COMPANY, INC, an Alabama Corporation** ("**Landlord**"), and **Hillwood Liquors, LLC** ("**Tenant**").

WITNESSETH

ARTICLE I
GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises commonly known as **Suite D** containing approximately **1,750** square feet (the "**Leased Premises**") located in the shopping center known as **2370-D Hillcrest Road Mobile, AL 36695,** located at **Hillwood Shopping Center** (the "**Shopping Center**"). The boundaries, location and dimensions of the Leased Premises are highlighted in red on the site plan which is attached hereto as **Exhibit A** and made a part hereof.

Section 1.02. Use of Additional Areas.

The use and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for ***Five (5)*** years ("**Lease Term**") commencing on ***November 1, 2025*** and expiring on ***January 31, 2031***. **Tenant shall have Ninety (90) days before making monthly rental payments due beginning *February 1, 2026*** ("**Rent Commencement Date**"). Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided. In addition, if Tenant shall have failed to open the Leased Premises for business at the conclusion of ninety (90) days following the Effective Date, then Landlord may, at Landlord's option, in addition to collecting said minimum rent, cancel and terminate this Lease by giving thirty (30) day's written notice to Tenant.

Section 1.05. Examination of Lease.

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Submission of this instrument for examination or signature by Tenant does not constitute a reservation or option for lease, and this instrument shall not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

Section 1.06. Completed Document and Waiver.

The submission of this Lease for examination by Tenant does not constitute an offer or option to lease the Leased Premises, nor is it intended as a reservation of the Leased Premises for the benefit of Tenant. On the contrary, it is expressly understood that this Lease shall not be valid or binding upon any of the parties hereto unless fully and properly executed by Tenant and Landlord.

ARTICLE II
REDEVELOPMENT AND EXCUSE OF LANDLORD'S PERFORMANCE

Section 2.01. Redevelopment.

Should Landlord enter into an agreement with others for the redevelopment of Landlord's property requiring the demolition of all or a portion of the building in which the Leased Premises is located, Landlord shall have the right to cancel this Lease by giving Tenant ninety (90) days advance written notice.

Section 2.02. Excuse of Landlord's Performance - Force Majeure.

Anything in the foregoing paragraph, or elsewhere in this Lease, to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, pandemic, inability to obtain any material or service, through Act of God, or any other cause whatever (including failure of Tenant to supply necessary data or instructions) beyond the control of the Landlord, or inability of Landlord to obtain financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

ARTICLE III
RENTAL AND COMMON AREAS

Section 3.01. Minimum Rental.

Beginning on the Rent Commencement Date, Tenant shall pay Landlord as fixed minimum rental for the Leased Premises as follows:

Term	Base (PSF)	Monthly Rent	Annual Rent
February 1, 2026 – January 31, 2027	$20.00	$2,916.67	$35,000.00
February 1, 2027 – January 31, 2028	$20.60	$3,004.17	$36,050.00
February 1, 2028 – January 31, 2029	$21.22	$3,094.58	$37,135.00
February 1, 2029 – January 31, 2030	$21.86	$3,187.92	$38,255.00
February 1, 2030 – January 31, 2031	$22.52	$3,284.17	$39,410.00

The said fixed rental (herein sometimes called "minimum rent") is payable each year in ***twelve (12)*** monthly installments initially in the amount of ***Two Thousand Nine Hundred Sixteen and 67/100 Dollars *** ($2,916.67)*** in advance on or before the first day of each month, without any prior demand therefore, and without any deduction or set off whatsoever.

Section 3.02. Late Charges.

The amount of each of the gross monthly rent installments to include "additional rent" shall be increased by five (5%) percent if the same shall remain unpaid five (5) days after the date on

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which such installment shall be due; and an additional five (5%) percent shall be added thereto at the end of each thirty (30) day period during which such installment, or any part thereof, shall remain unpaid. All such charges shall be secured as "additional rents" under this Lease.

Section 3.03. Percentage Rental. ***[INTENTIONALLY OMITTED]***

Section 3.04. Gross Sales Defined. ***[INTENTIONALLY OMITTED]***

Section 3.05. Additional Rent.

Tenant shall pay as **"additional rent"** its pro-rata share of taxes, Landlord's insurance premiums and common area maintenance costs and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as "additional rent" with any installment of rent thereafter due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.

Section 3.06. Property Taxes.

(a) Beginning on the Rent Commencement Date, Tenant shall pay its pro rata share of all real property taxes, assessments, ad valorem and user fees (hereinafter referred to as **"taxes"**); which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against Landlord in respect of the land and improvements in the Shopping Center. Tenant's pro rata share of real estate taxes shall be the product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the Leased Premises and the denominator of which shall be the square foot area of the rentable area of the Shopping Center building. If the term of this Lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this Lease.

(b) At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated real property taxes and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The estimate of the taxes against the land and improvements in the Shopping Center, or against Landlord in respect thereof shall at Landlord's election be based upon the actual amount of the last taxes which have been assessed or shall be based upon an estimate projection or other statement in writing by the taxing authority. Tenant's pro rata share of such taxes shall be determined as provided in the preceding paragraph. If Landlord elects to require Tenant to pay its pro rata share of the estimated taxes, an adjustment shall be made as soon as the actual taxes for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

(c) Tenant's pro rata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be "additional rent" due under this Lease. If the actual taxes or the estimated taxes for the Shopping Center should increase at any time during a tax period, Tenant's pro rata share and Tenant's payments shall be appropriately increased.

(d) Initially, Tenant's pro rata share, which is subject to change, of aforementioned taxes shall be ***Two Thousand Four Hundred Forty-One and 64/100 Dollars ($2,441.64)*** per year, which shall be ***Two Hundred Three and 47/100 Dollars ($203.47)*** per month payable in advance on or before the first day of each month.

Section 3.07. Insurance Premiums.

(a) Beginning on the Rent Commencement Date, Tenant shall pay its pro rata share of all premiums for fire insurance, extended coverage insurance, liability insurance, loss of rents insurance, "other perils" insurance, all fees associated with obtaining insurance coverage, and other insurance carried by Landlord on or with respect to the Shopping Center. Tenant's pro rata share of

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said insurance premiums shall be determined by multiplying the premiums by the same fraction described in Section 3.06 hereof.

(b) At Landlord's election which may be made and changed from time to time, Tenant's pro rata share shall be paid in full in advance or may be paid in equal monthly installments during the period of time covered by the premiums.

(c) If the term of this Lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of an insurance policy year, a proper apportionment of said insurance premiums for the year shall be made to cover the fraction of a year included within the term of this Lease.

(d) Tenant's pro rata share of the insurance premiums, regardless of the manner in which they are to be paid, shall be deemed to be "additional rent" due under this Lease. If the premiums should increase or decrease at any time, Tenant's pro rata share and Tenant's payments shall be appropriately adjusted.

(e) If there should ever be any additional or extra premium for fire insurance, extended coverage insurance, liability insurance, loss of rental insurance, "other perils" insurance, and other insurance carried by Landlord on or with respect to the Shopping Center, and if the additional or extra premium results from articles which are kept, used, sold or offered for sale by Tenant, or results from any activity which is carried on or conducted by Tenant, then at Landlord's election which may be made and changed from time to time Tenant shall pay to Landlord the full amount of the additional or extra premium regardless of whether Landlord has given its consent with respect to any particular article or activity.

(f) The additional or extra premium shall be paid in the same manner in which Tenant's pro rata share of the other premiums is to be paid and shall be considered "additional rent" under this agreement. Whether any additional or extra premium is charged, and, if so, the amount thereof shall be determined from the bills, rate schedules, letters or other written statements of the insurance company charging the additional or extra premium.

(g) In the event the actual insurance premiums differ from the amounts used to determine Tenant's pro rata share, an adjustment shall be made as soon as the actual insurance premiums for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

(h) Initially, Tenant's pro rata share, which is subject to change, of aforementioned insurance premiums shall be ***Two Thousand One Hundred Twenty-Nine and 52/100 Dollars ($2,129.52)*** per year, which shall be ***One Hundred Seventy-Seven and 46/100 Dollars ($177.46)*** per month payable in advance on or before the first day of each month.

Section 3.08. Common Area Maintenance Charge.

(a) Beginning on the Rent Commencement Date, Tenant shall pay Landlord, as "additional rent", a common area maintenance charge which shall be Tenant's pro rata share, which is subject to change, of the total cost of operating and maintaining the common area and facilities of the Shopping Center (the **"CAM Charge"**). The amount of Tenant's minimum charge and the amount of Tenant's pro rata share of the CAM Charge shall be computed by using the fraction described in Section 3.06 hereof. Initially, Tenant's minimum charge shall be ***Two Thousand Four Hundred Forty-Five and 12/100 Dollars ($2,445.12)*** per year, which shall be ***Two Hundred Three and 76/100 Dollars ($203.76)*** per month.

(b) Landlord shall have the right from time to time, at intervals to be selected by Landlord, to compute and adjust the CAM Charge and after Tenant is notified in writing of any such computation or adjustment Tenant's pro rata share shall be computed on the basis thereof.

(c) At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated CAM Charge and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The

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estimate of the CAM Charge shall at Landlord's election be based upon the actual amount of the CAM Charge which have been incurred in past years or shall be based upon an estimate projection or other statement in writing by Landlord.

(d) If the CAM Charge paid by Tenant for a period differs from the actual CAM Charge occurred during that period, an adjustment shall be made as soon as the actual CAM Charge for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

(e) The CAM Charge shall include, but shall not be limited to, the following: costs and expenses of mall air conditioning and heating, gardening and landscaping, lighting and other utilities, cleaning, painting including exterior walls, stripping, policing, removing garbage and other refuse and trash, removing snow, repairing and maintaining equipment of the Shopping Center, inspecting the equipment of the Shopping Center, renting and providing loudspeaker systems, renting and providing music programs, paving and maintaining the parking area and walkways, cutting and caring for the lawns and garden areas, cleaning ditches and adjacent areas, maintaining drainage and sewer systems, repair and replacement of gutters, and costs and expenses including salaries of furnishing or rendering any of the facilities and or services as provided in Sections 3.09 and 3.10. It is understood that all of the costs and expenses of operating and maintaining the common areas and facilities of the Shopping Center shall be considered in determining Tenant's pro rata share of such total cost, plus a **twenty (20%) percent administrative charge**, regardless of whether Tenant is directly benefited by any such cost or expense.

Section 3.09. Additional Cleaning Caused by Tenant's Use.

Landlord expects to clean and sweep the common areas each week, and, if Landlord deems, in its sole discretion, that Tenant's use of the Leased Premises is such that it requires Landlord to clean and sweep more than usual, Tenant shall pay such additional cost monthly within ten (10) days after receipt of Landlord's bill for these charges.

Section 3.10. Operation and Maintenance of Common Areas.

Landlord shall at its own expense (subject to the reimbursement provisions set forth in Section 3.08 of this Article) operate and maintain the common areas and common facilities of the areas of the Shopping Center owned by it and/or that it may be required to maintain by agreement. Landlord shall maintain as common areas the parking lots within the areas of the Shopping Center shown upon Exhibit "A" attached hereto for the non-exclusive use (in common with such others as Landlord may prescribe, including the occupants, employees, and customers of the store or stores upon the areas of the Shopping Center not owned by Landlord) of Tenant, its agents, employees, and customers for vehicle parking; provided, however, that such use shall be subject to the provisions of Section 3.11 of this Article; and provided further, that Landlord may, as it shall from time to time see fit, reduce the parking area (which in this sentence shall be construed to include the pavements, curbs, gutters, parking lot lighting and drainage systems, walls, fences, easements, landscaping, access driveways, footways and other passageways) by erecting on said parking area store buildings or other structures or improvements of any kind, including but not limited to, extensions to buildings now shown on said plat.

Section 3.11. Control of Common Area by Landlord.

(a) All parking areas, access roads and facilities which may be furnished by Landlord in or at the Shopping Center, including employee parking areas, truck way or ways, driveways, loading docks and areas, delivery passages, package pick-up stations, sidewalks, malls, courts and ramps, landscaped and planting areas, retaining walls, stairways, bus stops, first aid stations, comfort stations, lighting facilities, signs, music program service, if any, and all other areas and improvements for the general use, in common, of tenants, their officers, agents, employees, and customers, shall at all times be subject to the exclusive control and management of Landlord, (provided, however, Landlord may delegate, assign, or subcontract its rights and obligations, in whole or in part, under this Section to a tenant or tenants or third parties) and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section.

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(b) Landlord shall have the right to construct, maintain, and operate lighting facilities on all said areas and improvements and shall have the right to police the same. Landlord shall have the right from time to time to change the location and arrangement of the parking areas and other facilities referred to in this Section, to change truck routes to such extent as the Landlord may desire, provided that the Leased Premises are adequately served by the new route; to establish or designate employee parking areas and to restrict parking by tenants, their officers, agents and employees to employee parking areas; to construct surface or elevated parking areas and facilities; to establish and from time to time change the level of parking surfaces; to close all or any portion of said areas or facilities to such extent as may, in the opinion of the Landlord's legal counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; to dedicate or convey property for public, utility, or drainage use; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers.

Section 3.12. Payment of Rentals.

All minimum, percentage and other rentals payable under this Lease shall be paid without any prior demand therefore, and without any deduction or setoff whatsoever. ***Initially, the Gross Monthly Rent shall be Three Thousand Five Hundred One and 36/100 Dollars ($3,501.36).*** All amounts owed pursuant to the terms of this Lease shall be made online via Yardi's CommercialCafe, which is accessed by visiting https://commercialcafe.securecafe3.com/tenantportal/ .

ARTICLE IV
REPORTS, RECORDS AND AUDIT
[INTENTIONALLY OMITTED]

ARTICLE V
CONSTRUCTION, ALTERATION AND RELOCATION

Section 5.01. Landlord's Obligation.

Landlord shall, at its cost and expense, in the event of new building construction, construct the Leased Premises for Tenant's use and occupancy substantially in accordance with plans and specifications prepared by Landlord or Landlord's architect. Any work in addition to any of the items specified in the plans and specifications shall be performed by Tenant at its own cost and expense. Any equipment or work other than those items specified in the plans and specifications which Landlord or Landlord's contractor installs or constructs in the Leased Premises on Tenant's behalf shall be paid for by Tenant prior to the date that Tenant opens its store for business. The taking of possession of the demised premises by Tenant shall be conclusive evidence that said premises were in good and satisfactory condition and fully completed in accordance with the terms of this Lease at the time such possession was taken, and Tenant accepts the Leased Premises and all components thereto in "as is condition". Landlord warrants HVAC, electrical and plumbing systems to be in working order at the time of Lease commencement.

Section 5.02. Parking Facilities.

Landlord may construct upon the Shopping Center site, at its own cost, access roads, footways, and parking lots or facilities generally as shown on Exhibit "A."

Section 5.03. Changes and Additions to Buildings.

Landlord hereby reserves the right at any time to make alterations or additions to, and to build additional stories on, the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct and remove other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Landlord

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further reserves the right to enter and use the Leased Premises for the purpose of installing, repairing and removing wiring, piping, ducts and conduits for service of the Leased Premises or other buildings in the Shopping Center, provided that Landlord shall not unreasonably interfere with the use of the Leased Premises by Tenant.

Section 5.04. Tenant Shall Discharge All Liens.

Tenant shall promptly pay all its contractors and materialmen, so as to minimize the possibility of a lien attaching to the Leased Premises, and if any such lien be made or filed, Tenant shall bond against or discharge the lien or have it discharged within ten (10) days after written request by Landlord.

ARTICLE VI
USE OF PREMISES AND CONDUCT OF BUSINESS BY TENANT

Section 6.01. Use of Premises.

Tenant shall not use, permit or suffer the use of the premises or any part thereof for any purpose other than the following: ***Liquor and Cigar Store*** and Tenant agrees to conduct its business in the premises under the name or trade name of "***Hillwood Liquors***" and under no other name or trade name, except such use as may be first approved by Landlord in writing, and further that the premises are Leased exclusively for the use of said business and commercial purposes.

Section 6.02. Operation of Business.

Tenant shall occupy the premises promptly after the commencement of the original term of this Lease, and thereafter continuously during the term of this Lease and any renewal or extension thereof, and shall conduct in said premises the business permitted under Article VI, using Tenant's best efforts at all times to obtain at the premises the highest volume of said permitted business possible. Tenant:

(a) shall open the premises for business on each business day, Monday through Saturday and/or Sunday, if applicable (State, National and Religious holidays excepted), and shall remain open for at least eight (8) hours each said business day;

(b) shall operate throughout the year, and shall not remain closed for business for reasons within its control for any consecutive period exceeding one (1) week, it being understood that closing necessitated by reason of fire, windstorm or other casualty or major remodeling shall not be prohibited hereunder.

Section 6.03. Competition.

So long as this Lease shall remain in effect, Tenant shall not, within a radius of three (3) miles of the perimeter of the Shopping Center, either directly or indirectly, own, operate or be financially interested in, either itself or with others, a business like or similar to the business permitted to be conducted under this Lease, except for those businesses which Tenant owns, operates or is financially interested in at the time of the execution of this Lease; nor shall Tenant violate any exclusive right given by Landlord to any other Tenant of the Shopping Center.

Section 6.04. Storage, Office Space.

Tenant shall warehouse, store and/or stock in the Leased Premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Leased Premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required for Tenant's business in the Leased Premises. No auction, fire or bankruptcy sales may be conducted in the Leased Premises without the previous written consent of Landlord.

Section 6.05. Change of Name.

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Tenant agrees not to change the advertised name of the business operated in the Leased Premises without the written permission of Landlord.

Section 6.06. Solicitation of Business.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.

Section 6.07. Overnight Lodging.

No overnight lodging shall be permitted in the Leased Premises.

ARTICLE VII
TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

Section 7.01. Tenant's Responsibilities.

Tenant shall at all times:

(a) keep the Leased Premises (including exterior entrances and doors, interior entrances and doors, door checks, walls, ceiling, ceiling tiles, grid and support systems, floors, windows, glass, plate glass, and store front) and all partitions, door fixtures, ceiling tiles and support systems, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, sewerage facilities and drains within the Leased Premises including free flow up to the main sewerage lines, escalators, elevators, and any air conditioning system which serves the Leased Premises), in good order, condition, repair, and replacement (including maintenance of the air conditioning and heating system every three months and reasonably periodic painting of the Leased Premises as determined by Landlord);

(b) keep, in pursuance of its obligation of maintenance, the inside and outside of all glass in the doors and windows of the premises clean;

(c) keep all exterior surfaces of the premises clean; to replace promptly at its own expense with glass of like kind and quality, or special kind and quality if required by HEW/OSHA, any plate glass or window glass of the premises which may become cracked or broken; not to place or maintain any merchandise or other articles in the vestibule or entry of the premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof;

(d) maintain the Leased Premises, and also the entire sidewalk in front of the Leased Premises and the loading areas and common rear service areas including roadways, at its own expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; not to permit undue accumulations of garbage, trash, rubbish, and other refuse;

(e) keep such refuse in proper containers (or trashroom maintained by Tenant) on the exterior of the premises until called for to be removed and to remove the refuse at Tenant's own expense;

(f) shall not use or to permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the premises;

(g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the premises;

(h) shall not cause or to permit objectionable odors to emanate or be dispelled from the premises;

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(i) comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction in the premises;

(j) comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use of occupancy of the premises by Tenant;

(k) not receive or ship articles of any kind after 10:00 A.M., except through the rear of the premises;

(l) not park, and to require its employees to refrain from parking any vehicle on Landlord's land except in such places as may be designated by Landlord for the use of Tenant and its employees;

(m) not overload the electric wiring serving the premises or within the premises, and to install at its own expense, but only after obtaining Landlord's written approval, any electric wiring which may be required in connection with Tenant's apparatus;

(n) repair promptly at its own expense any damage to the premises caused by bringing into the premises any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors (and in default of any such repairs by Tenant, Landlord may make the repairs and Tenant agrees to pay the cost thereof to Landlord promptly upon Landlord's demand therefore;

(o) shall conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation.

(p) shall give immediate telephone or telegraph notice to Landlord in case of fire, casualty, accident or defects in the Leased Premises or in the building of which the Leased Premises are a part, or any fixtures or equipment located thereon or therein and shall promptly thereafter confirm such notice in writing;

(q) shall at all times keep the plate glass insured with an insurance carrier having a Best and Company rating of A+ with a Class 15 financial rating (or equivalent ratings if the rating system changes), naming Landlord as co-insured in the policy of insurance;

(r) shall obtain a quarterly service contract covering the heating and air conditioning equipment, with a service contractor satisfactory to Landlord, such service contract to cover, without limitation, lubricating of equipment and replacement of belts and filters. Tenant shall furnish Landlord with a copy of such service contract, which shall be kept by Tenant in force during the entire term hereof. Tenant shall be responsible for repairs up to **One Thousand Five Hundred and 00/100 Dollars ($1,500)** annually and Landlord shall be responsible for additional repairs and replacement costs so long as quarterly service contract has been maintained.

(s) shall have the right, at its option, to install an auxiliary air-conditioning unit in the event Tenant determines that Landlord's system is or will be insufficient to meet Tenant's needs. It is understood that the plans and specifications for said auxiliary unit shall be submitted to Landlord for approval, which approval shall not be unreasonably withheld, and that said unit shall be installed at the sole cost and expense of the Tenant.

Section 7.02. Landlord's Right to Intervene.

If Tenant shall default in the performance of any term, provisions, covenant or condition on its part to be performed hereunder beyond any applicable cure period Landlord may, after send an additional written notice to Tenant and ten (10) additional days to cure (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums, together with interest thereon at the highest rate allowed under the laws of the State of

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Alabama, or if no stated maximum rate, at the rate of eighteen percent (18%) per annum, shall be deemed "Additional Rent" hereunder and shall be repaid to Landlord by Tenant promptly when billed therefor, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

Section 7.03. Surrender of Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the delivery of notices and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. If required by Landlord, Tenant shall remove all its trade fixtures and any alterations or improvements before surrendering the premises as aforesaid, and shall repair any damage to the Leased Premises caused thereby, however Tenant shall have no right to remove same if Tenant is in default under this Lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

Section 7.04. Rules and Regulations.

The rules and regulations as listed in the Appendix are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Leased Premises and the Shopping Center. Notice of additional reasonable rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such reasonable rules and regulations, and amendments thereto and supplements thereof.

ARTICLE VIII
LANDLORD'S OBLIGATION FOR MAINTENANCE

Section 8.01. Responsibilities of Landlord.

Landlord shall maintain the roof, gutters, downspouts, exterior wall and mall area. In the event any repairs become necessary to the structural portions of the roof, exterior walls, or foundations of the Leased Premises, or sidewalks adjacent to said premises, during the term of this Lease, then upon written notice from Tenant to Landlord stating the necessity therefor and the nature thereof, Landlord with reasonable promptness, and at its own expense, shall make any such necessary repairs specified in such notice. If Landlord is required to make repairs to the roof or structural portions by reason of Tenant's negligent acts or omissions to act, Tenant shall pay Landlord's cost for making such repairs plus twenty percent for overhead. The phrase "structural portions" as above used shall not be so construed as to require Landlord to make repairs to interior surfaces of the Leased Premises unless the damage to such interior surface resulted from defects otherwise required to be kept in repair by Landlord. Landlord shall not be liable for damage to any goods or property, or injury to person (including death) caused by failure to perform any maintenance or repair which Landlord is obligated hereunder to perform, it being understood that Landlord shall be liable only for the cost of making such maintenance or repair. Landlord shall not be responsible for maintaining and repairing window frames located in the exterior building wall.

Section 8.02. Landlord's Disclaimer.

Landlord shall be under no liability to replace, repair, maintain, alter, or take any other action with reference to the premises or any part thereof, or any plumbing, heating, cooling, gas, electrical or other mechanical installation therein, except as may be expressly set out in Section 8.01 immediately above.

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ARTICLE IX
SIGNS, AWNINGS, PAINTING, ALTERATIONS, TRADE FIXTURES

Section 9.01. Signs.

Tenant shall not place or suffer to be placed or maintained on the exterior or in the interior of the premises any sign, advertising matter or other thing of any kind which may be visible from the exterior, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the premises without first obtaining Landlord's written approval thereof; and Tenant agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Tenant shall install and maintain signage at Tenant's sole expense on a lit raceway above the leased premises. The raceway shall remain lit until midnight. Landlord shall have the right to remove, at Tenant's expense and without notice to Tenant, any unauthorized sign or advertising matter. Tenant, at Tenant's sole cost and expense, agrees to cooperate with Landlord in any remodeling of the Shopping Center which would require the replacement or removal of any of Tenant's signs.

Section 9.02. Awnings.

Tenant shall not erect or maintain an awning or other device protecting against the sun or the elements without first obtaining Landlord's written approval thereof, and Tenant agrees that it will at its own expense keep such awning or device as may be approved in good condition and repair and that it will replace or recover the same whenever it shall become shabby or unattractive in appearance.

Section 9.03. Painting.

Tenant shall not paint or decorate any part of the exterior of the premises without first obtaining Landlord's written approval of such painting or decoration; and Tenant agrees to remove promptly upon order of Landlord any paint or any such decoration which has been applied to or installed upon the exterior of the Leased Premises without Landlord's prior written approval, or to take such other action with reference thereto as Landlord may direct.

Section 9.04. Alterations.

Tenant shall not alter the store front of the premises and shall not make any structural alteration to the premises or any part thereof without first obtaining Landlord's written approval of such alteration; and Tenant agrees that any improvements made by it shall immediately become the property of Landlord.

Section 9.05. Trade Fixtures.

All trade fixtures and apparatus installed by Tenant in the premises, other than alterations referred to in Section 9.04 immediately above, shall remain the property of Tenant and be removable at any time (subject to the provisions of Section 7.03), provided Tenant not be in default at the time of any covenant of this Lease. Tenant shall promptly and at its own expense repair any damage to the premises in removing any such trade fixtures and apparatus.

ARTICLE X
INSURANCE AND INDEMNITY

Section 10.01. Liability Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant and any Sub-Tenants of Tenant in the Leased Premises in which the limits of public liability shall not be less than $1,000,000 bodily injury for each occurrence and in which the property damage liability shall not be less than $1,000,000 for each occurrence. The policy shall name Landlord, White-Spunner Realty, Inc., any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change

the insurance without giving the Landlord thirty (30) days prior written notice. The insurance shall be issued by a company carrying a Best and Company rating of A+ with a Class 15 financial rating (or equivalent ratings if the rating system changes). Upon commencement of this Lease and prior to accessing the Leased Premises, Tenant will deliver to Landlord a copy of the policy or certificate of insurance. Should Tenant fail to provide such policy of insurance, then Landlord may, at Landlord's option, purchase such policy and assess the cost thereof against Tenant as "additional rent" hereunder.

Section 10.02. Indemnification of Landlord.

Tenant will indemnify Landlord and White-Spunner Realty, Inc. and save harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

Section 10.03. Waiver of Subrogation.

Tenant waives the right or claim against Landlord and White-Spunner Realty, Inc. for damage sustained by it and which might be covered under any insurance policy and Tenant shall cause Tenant's insurance carriers to waive their respective right of subrogation with respect to same, and to so notify Landlord.

Section 10.04. Prohibited Articles and Activities.

Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of insurance policy which affords insurance coverage to Landlord with respect to the Shopping Center and agrees that it will not carry on or conduct any activity which may be prohibited by the standard form of insurance policy which affords insurance coverage to Landlord with respect to the Shopping Center.

ARTICLE XI
UTILITIES

Section 11.01. Utility Charges.

Landlord shall, at its sole expense, arrange for the entry and connection of all necessary utility service to the premises, but shall not be required to pay any connection, "hook-up" or meter charge. Tenant shall pay for all water fees, sprinkler system water fees, sewage service charges, fuels, electricity, steam and gas used in or at the premises for any purposes. In no event shall Landlord be liable for an interruption or failure in the supply of such utilities to the Leased Premises. If Landlord is billed direct for sprinkler system water fees, Tenant in turn will be billed by Landlord on a pro rata basis using the fraction as set out in Section 3.06 hereof. This fee will be due and payable within 10 days of receipt of invoice from Landlord.

ARTICLE XII
OFFSET, STATEMENT, ATTORNMENT, SUBORDINATION

Section 12.01. Offset Statement.

Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses thereto, or stating those claimed by Tenant.

Section 12.02. Attornment.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Section 12.03. Subordination.

Landlord reserves the right, at Landlord's option, to require that this Lease be superior to, or subject and subordinate to, the lien of any mortgage or deed of trust now or hereafter placed upon Landlord's interest in the Leased Premises, or upon the land or premises of which the Leased Premises are a part, or upon any buildings now or thereafter placed upon the land of which the premises form a part, and to all advances made or hereafter to be made upon the security thereof. Upon request of Landlord, Tenant shall execute and deliver such instrument evidencing such superiority or subordination as Landlord may reasonably request.

ARTICLE XIII
ASSIGNMENT AND SUBLETTING, CONCESSIONS, CORPORATE OWNERSHIP

Section 13.01. Consent Required.

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned or if the Leased Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, if Tenant requests Landlord's consent to an assignment of the Lease or subletting of all of the demised premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant. Landlord shall have the option (to be exercised within thirty (30) days from the submission of Tenant's written request) to cancel the within Lease as of the commencement date stated in the above-mentioned sublet or assignment. If Landlord elects to cancel the within Lease as stated, then, the term, tenancy, and occupancy of the said premises, under said Lease or otherwise, shall cease, determine, expire, and come to an end as if the cancellation date was the original termination date of the within Lease.

If Landlord shall not exercise its option within the time set forth above, its consent to any such proposed assignment or subletting shall not be unreasonably withheld, provided that Tenant and any guarantor of Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

Section 13.02. Benefits and Burdens on Assignment.

This Lease and agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, his heirs, personal representatives, successors and assigns, and shall be binding upon Tenant, its heirs, successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to in writing by Landlord. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease in its sole discretion.

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Section 13.03. Operation of Concessions.

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord.

Section 13.04. Changes in Corporate Ownership.

If Tenant is a corporation and if at any time during the Lease term the person or persons who own a majority of its voting shares at the time of the execution of this Lease cease to own a majority of shares (except as the result of transfers by gift, bequest or inheritance) Tenant shall so notify Landlord and Landlord may terminate this Lease by notice to Tenant given within 90 days hereafter. This Section shall not apply whenever Tenant is a corporation the outstanding voting stock of which is listed on a recognized security exchange or if at least 80 percent of its voting stock is owned by another corporation the voting stock of which is so listed.

ARTICLE XIV
WASTE, GOVERNMENTAL REGULATIONS

Section 14.01. Waste and Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the Leased Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center.

Section 14.02. Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XV
DESTRUCTION OF LEASED PREMISES

Section 15.01. Destruction of the Leased Premises and Shopping Center.

(a) If the premises shall be damaged or destroyed in whole, or in part by fire, the elements, unavoidable accident, or other casualty, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within sixty (60) days after the date on which the damage occurs, whereupon this Lease shall terminate as of the date on which the damage occurs, and rent shall be adjusted as of said date; but in default of such notice by Landlord, this Lease shall continue, and Landlord shall cause the premises to be repaired or restored with due diligence. Except in the event of termination of this Lease, as aforesaid, the minimum rent shall be abated to the extent of the fair rental value of such portion, if any, of the premises as shall be rendered unfit for occupancy for the usual conduct of Tenant's business in consequences of the damage aforesaid for the period of such unfitness for occupancy.

(b) Notwithstanding anything in Subsection (a) above or elsewhere in this Lease to the contrary, if the Leased Premises shall be damaged in whole or in part due to any negligent act or omission of Tenant or failure by Tenant to observe the terms, conditions and covenants of this Lease, then Landlord shall be under no obligation to repair or restore the premises, and such act, omission or failure of Tenant shall constitute an event of default under Section 18.01 of this Lease, entitling Landlord to all rights and remedies reserved to Landlord under this Lease, in addition to all rights and remedies granted Landlord under the laws of the State of Alabama.

(c) In the event that fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased

Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Landlord's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XVI
EMINENT DOMAIN

Section 16.01. Total Condemnation.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

Section 16.02. Partial Condemnation.

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, the Lease shall continue in full force and effect, and the minimum rent shall be reduced proportionately as to the portion lost in the taking.

Section 16.03. Landlord's Damages.

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and the Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

Section 16.04. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in its own right on account of any and all damage to Tenant's business by reason of the condemnation and for or in account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, leasehold improvements and equipment.

ARTICLE XVII
TENANT'S PROPERTY

Section 17.01. Taxes and Leasehold.

Tenant shall be responsible for and shall pay before delinquency, all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind placed in, upon or about the Leased Premises by Tenant.

Section 17.02. Loss and Damage.

Landlord shall not be liable for any damage to property of Tenant or of others entrusted to Tenant, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or

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from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored on the Leased Premises at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims by Tenant's insurance carriers.

ARTICLE XVIII
DEFAULT OF THE TENANT

Section 18.01. Right to Re-Enter.

In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceeding or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this Lease to be taken under any writ of execution, then Tenant shall be deemed to be in default hereunder and to have committed a breach hereof and Landlord besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Section 18.02. Right to Relet and Accelerate.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second; to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent

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which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter. Without limitation of Landlord's other rights and remedies, and regardless of whether or not Landlord shall have re-entered, relet or terminated this Lease, in the event of any default or breach by Tenant, at the election of Landlord (i) the entire rent for the whole term of this Lease and any other indebtedness of Tenant to Landlord hereunder shall be immediately due and payable, or (ii) Landlord may proceed for past due installments and indebtedness only, reserving Landlord's right to proceed later for the remaining installments and subsequently maturing indebtedness. All rights and remedies of Landlord, as set forth in this Lease, shall be in addition to such other rights and remedies as Landlord may have under any applicable law.

Section 18.03. Legal Expenses.

In case of employment of an attorney or if suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

Section 18.04. Landlord's Lien.

To the fullest extent allowable by law, the Landlord shall have a lien on the goods, furniture and effects belonging to Tenant for the rent payable hereunder, and all other charges due Landlord hereunder, which lien shall be superior to all other liens of any kind or character whatsoever. No goods, furniture and effects shall be removed from the Leased Premises without the written consent of Landlord, except in ordinary course of business, until all rent and other applicable charges have been paid.

ARTICLE XIX
HOLDING OVER

Section 19.01. Holding Over.

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month to month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to two hundred percent (200%) of the monthly rental as specified in Article III, Section 3.01 hereof; but nothing in this article shall be construed as consent by Landlord to any holding over or as a waiver of any rights of Landlord otherwise provided for herein. If the said Tenant continues to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Landlord, at any time, whether rent has been accepted by the Landlord or not, reserves the unqualified right, or option to notify the Tenant in writing of his election to terminate the Lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

ARTICLE XX
ACCESS, RESERVATIONS AND RELEASES OF LANDLORD

Section 20.01. Right to Entry.

Tenant shall permit Landlord, its agents, employees and contractors to enter the premises and all parts thereof at any reasonable time to inspect the same and to enforce or carry out any provision of this Lease.

Section 20.02. Exclusive Use of Roof and Side Walls.

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Landlord shall have the exclusive right to use all or any part of the roof and side walls of the premises for any purpose.

Section 20.03. Non-Exclusive Remedies.

The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

Section 20.04. Release from Liability.

Tenant agrees not to hold Landlord responsible or liable in damages by abatement of rent or otherwise for any damage sustained by Tenant or any other person, due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident, especially, but not exclusively, any damage caused by water, snow, windstorm, tornado, gas, steam, electric wiring, plumbing, or heating apparatus; and not to hold Landlord liable for any acts or omissions of co-tenants or other occupants of the building, or for losses by theft. Notwithstanding anything elsewhere in this Lease, Tenant hereby releases Landlord from any claim (regardless of cause) with respect to water or other damage sustained by Tenant from the sprinkler system covering the premises and/or the operation of said sprinkler system.

Section 20.05. Landlord's Exculpation.

Anything to the contrary contained in this Lease notwithstanding, it is specifically understood and agreed by Tenant that White-Spunner Realty, Inc. and the respective owners, members, stockholders, directors, officers and employees of Landlord and White-Spunner Realty, Inc. shall not have any personal liability, individually or collectively, with respect to any of the terms, covenants, conditions and provisions of this Lease. It is further agreed that Tenant shall look solely to the equity of Landlord in the Leased Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or in the event of any liability of Landlord under any of the terms, covenants, conditions and provisions of this Lease, such exculpation of personal liability being absolute and without exception whatsoever.

ARTICLE XXI
QUIET ENJOYMENT

Section 21.01. Landlord's Covenant.

Upon payment by Tenant of the rents provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXII
MISCELLANEOUS

Section 22.01. Waiver.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such a waiver be in writing by Landlord.

Section 22.02. Accord and Satisfaction.

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No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

Section 22.03. Entire Agreement.

This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 22.04. No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

Section 22.05. Notices.

All notices required or options granted under this Lease shall be given or exercised in writing, and shall be deemed to be properly served if delivered in writing personally, or sent by certified mail with return receipt requested, or overnight delivery by a national carrier such as Federal Express whether by Tenant in written notice to Landlord or by Landlord in written notice to Tenant at the following address:

TENANT:
Hillwood Liquors LLC
c/o Amit Patel
8989 Hwy 90
Irvington, AL 36544

LANDLORD:
H & C Development Company, Inc.
c/o White-Spunner Realty, Inc.
P.O. Box 7475
Mobile, AL 36670-0475

Section 22.06. Captions and Section Numbers.

The captions, Section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Sections or articles of this Lease nor in any way effect this Lease.

Section 22.07. Posting.

During the period of six months prior to the expiration of this Lease or any renewal thereof, Landlord shall have the right to display on the exterior of the premises but not in any window or doorway thereof, the customary sign "For Lease" and that during such period Landlord may show the premises and all parts thereof to prospective tenants between the hours of 10:00 A.M. and 5:00 P.M. on any day except Sunday and any legal holiday on which Tenant shall not conduct business.

Section 22.08. Recording.

Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes or recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference. Tenant shall record this Lease or said short form at the request of Landlord and shall pay the cost of recording same.

AR _____ Initials of Tenant & Landlord

Section 22.09. Landlord's Consent.

Whenever any action or any condition is prohibited or restricted under this Lease unless Landlord's consent is secured, or whenever Landlord's consent is required under this Lease either expressly or by implication, Tenant agrees that Landlord's decision to consent or not need not be made in accordance with any particular criteria or commercial standards (including "reasonable commercial standards"), that Landlord may make its decision on the basis of any factors which seem relevant to Landlord, and that Landlord's decision, for whatever reason, shall be conclusive and binding on Tenant. Landlord may condition the giving of its consent upon whatever requirements and conditions seems desirable to Landlord regardless of whether Landlord's position and/or the particular requirements and conditions accord with any particular criteria or commercial standards, including reasonable commercial standards.

Section 22.10. Solely for Benefit of Parties.

It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties; and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify or revoke or rescind this Lease or any covenant herein contained in any writing and at any time.

Section 22.11. Partial Invalidity.

If any Section, clause, sentence, word, or provisions of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22.12. Tenant and Landlord Defined.

The words "Tenant" and "Landlord" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein or Landlord herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, or corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If Tenant consists of more than one person or entity, each such person or entity shall be jointly and severally liable hereunder.

Section 22.13. Taxes on or in Respect of Rentals.

In the event of the enactment, adoption or enforcement by any governmental authority (including the United States, any state and any political or governmental subdivision) or any assessment, levy or tax, whether sales, use or otherwise, on or in respect of the rentals and charges set forth herein, or on or in respect of the right to Lease, use or occupy the Shopping Center and/or the Leased Premises, Tenant shall pay such assessment, user fee, levy or tax to Landlord, or, at Landlord's option, Tenant shall pay such assessment, levy or tax directly to the governmental authority. If such assessment, user fee, levy or tax is imposed upon or in respect of all of the rentals derived from the Shopping Center, or is imposed on or in respect of the Shopping Center as a whole, or is imposed on or in respect of the right to Lease, use or occupy the Shopping Center as a whole, the Tenant shall pay to Landlord its prorata share of such assessment, user fee, levy or tax. Tenant's share shall be determined by using the fraction described in Section 3.06 hereof. Notwithstanding the foregoing, this Section shall not impose upon Tenant the obligation to reimburse Landlord for any income, gift, inheritance, or estate tax as such taxes are now structured and imposed.

AK _____ Initials of Tenant & Landlord

Section 22.14. Security Deposit. ***[INTENTIONALLY OMITTED]***

Section 22.15. Applicable Law.

The laws of the State wherein the Leased Premises are located shall govern the validity, performance, and enforcement of this Lease.

All terms and conditions of this Lease shall inure to the benefit of, and be binding upon the parties hereto and their successors, heirs, assigns and personal representatives.

Section 22.16. Hazardous Substances.

Tenant shall not commit or suffer to be committed on the Leased Premises the discharge of any "Hazardous Substances" or "Hazardous Wastes" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S. 9602(14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. 9604 (A) (2), or hazardous wastes as defined in the Resource Conservation and Recovery Act ("RCRA"), 43 U.S.C. Section 6903 (5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde, and such hazardous substances or hazardous wastes will not be released or discharged over, beneath, or on the Property, or on or in any structures located on the Property from any source whatsoever by Tenant, its successors or assigns in the Property or any other person, including subtenants of Tenant.

Tenant hereby agrees to defend, indemnify and hold Landlord harmless of and from any and all losses, damages, claims, costs, fees, penalties, charges, taxes, fines or expenses including reasonable attorney's fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Landlord, as a result of breach of Tenant's covenants, warranties and representations contained in this Lease with regard to "Hazardous Substances" or "Hazardous Wastes". This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorney's fees, under CERCLA, under RCRA, or under RRMA. This indemnity is in addition to and is not to be construed as a limitation of any other indemnity under this Lease. Provided, however, Tenant shall not be responsible for any losses, damages or claims associated with preexisting "Hazardous Substances" or "Hazardous Wastes" located on the Leased Premises.

Section 22.17. Electronically Delivered Signatures/Counterparts.

This Lease may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Lease is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Lease to the other party via electronic delivery, including, without limitation, e-mail, or fax. Delivery of a party's signed counterpart of this Lease via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

Section 22.18. Option to Renew. ***[INTENTIONALLY OMITTED]***

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
THE SIGNATURE PAGES TO FOLLOW]

AR _____ Initials of Tenant & Landlord

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the Effective Date and executed in multiple originals being attached and made a part hereof.

LANDLORD:
H & C Development Company, Inc.
An Alabama corporation

Witness

By: _____
John White-Spunner
Its: President

LANDLORD:
H & C Development Company, Inc.
An Alabama corporation

Witness

Signed by:
By: Robert Sean Coley
Robert Sean Coley
Its: Secretary

TENANT:
Hillwood Liquors, LLC

Witness:

By: _____
Amit Patel
Its: Member

APPENDIX

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies, and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the premises prepared for collection in the manner and at the times and place specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance obtaining the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice of same at any time.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of Landlord.

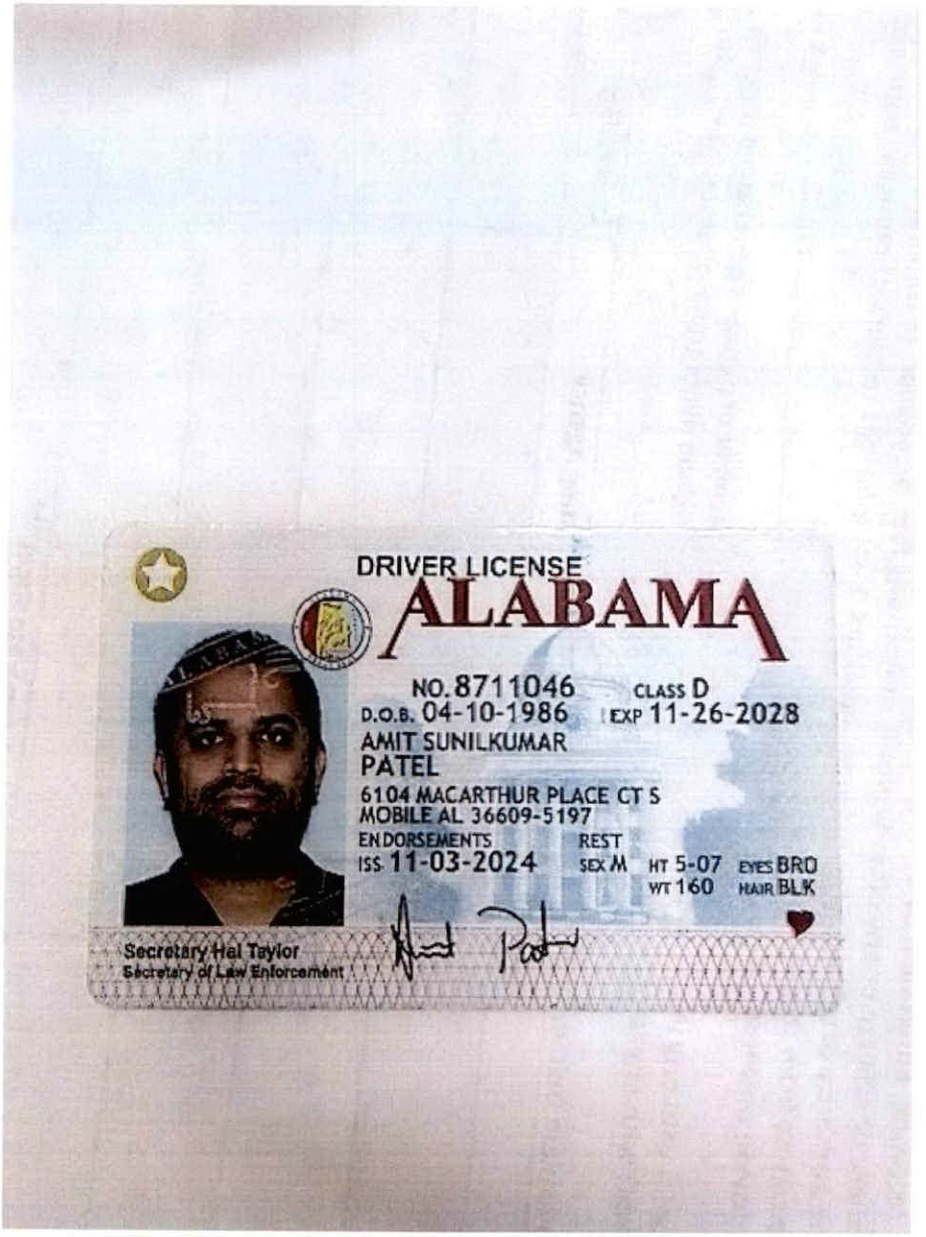
(6) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

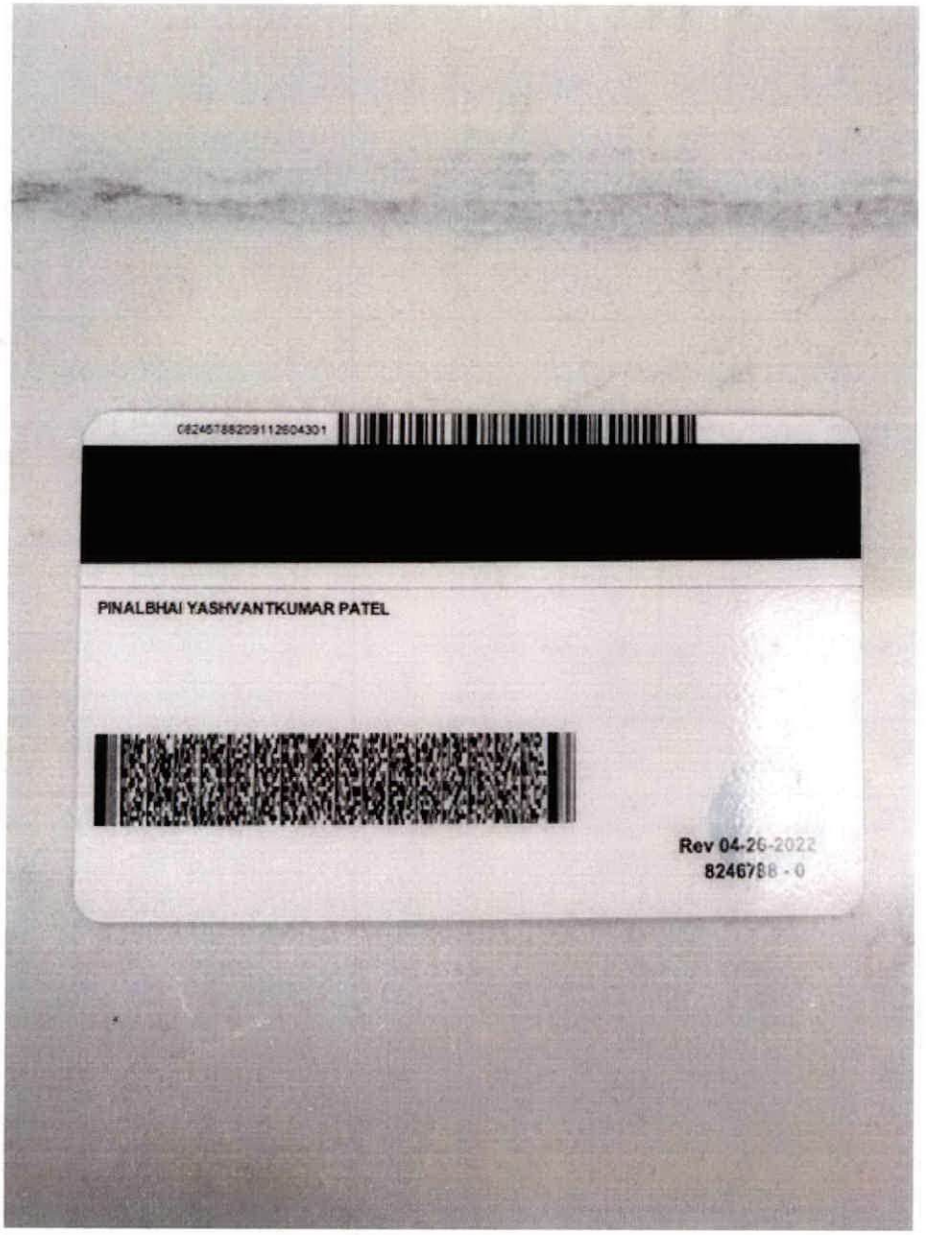
(7) The outside areas immediately adjoining the premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall, have caused it.

(9) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within 1,000 feet of the outside property lines of the Shopping Center.

(10) No smoking is allowed in the premises at any time.


DRIVER LICENSE
ALABAMA
NO. 8711046
CLASS D
D.O.B. 04-10-1986
EXP 11-26-2028
AMIT SUNILKUMAR
PATEL
6104 MACARTHUR PLACE CT S
MOBILE AL 36609-5197
ENDORSEMENTS
REST
ISS 11-03-2024
SEX M
HT 5-07
WT 160
EYES BRO
HAIR BLK
Secretary Hal Taylor
Secretary of Law Enforcement


PINALBHAI YASHVANTKUMAR PATEL
Rev 04-26-2022

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

2370-D Hillcrest Rd
Mobile, AL 36695

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by Hillwood Liquors, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 30 day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Katlyn Lumpkin	Katlyn Lumpkin	8-13-2028

Notary Stamp

KATLYN LUMPKIN
My Commission Expires
August 13, 2028

Owner of Property (Print Name)	Applicant Name (Print Name)
John White-Spunner	Hillwood Liquors LLC
Owner of Property (Signature)	Applicant Name (Signature)
	Amit Patel
Street Address	Street Address
3201 Dauphin St, Ste A	2370-D Hillcrest Rd, Mobile AL 36695
City, State, Zip	City, State, Zip
Mobile AL 36606	
Date Agreement Signed	Date Agreement Signed
3/30/2026	3/30/2026

Revision Date 10.23.2023

Application Property Ownership

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-171327-2026
Issue Date: 04/10/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023303051000005.	2370 Hillcrest Rd D	D

Business Name	Issued To	Zoning Districts
HILLWOOD LIQUOR	Name: AMIT PATEL Company: HILLWOOD LIQUOR Address: 2370 Hillcrest Rd STE D MOBILE, AL 36695 Phone: (215) 687-0809	B-3

This Zoning Classification Allows the property to be used for:
RETAIL PACKAGE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer License?	Description/Type
Sole Proprietorship	New Business	(No) Yes	Convenience/Grocery Store
Limited Liability Company (LLC) ✓	New Owner	Relocation Date	Hotel Lounge/Bar
Corporation	Location Change ✓		(Package Store) Restaurant
			Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

010 - Lounge Retail Liquor (Class I) 011 - Lounge Retail Liquor (Class II) - Package Store ✓ 020 - Restaurant Retail Liquor

040 - Retail Beer (On/Off Premises) 050 - Retail Beer (Off Premises Only) 060 Retail Table Wine (On/Off Premises)

070 - Retail Wine (Off Premises Only) 090 - Wholesale - Beer 100 - Wholesale - Wine 110 - Wholesale - Beer & Wine

140 - Special Events Retail 160 - Special Events - More than 30 Days 200 Manufacturer 220 BrewPub

Legal Business Name	Trade Name (DBA)
Hillwood Liquors LLC	Hillwood Liquors

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2370 Hillcrest Road Suite D	Mobile	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
Amit Patel	owner	251-697-0809	ggps003@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1700	5+	5+	✓	B-3	✓

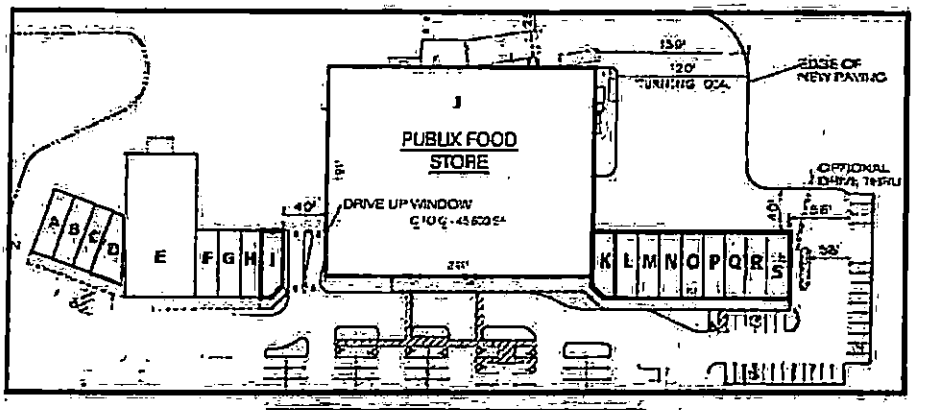
Comments:

EXISTING RETAIL SPACE IN SHOPPING CENTER

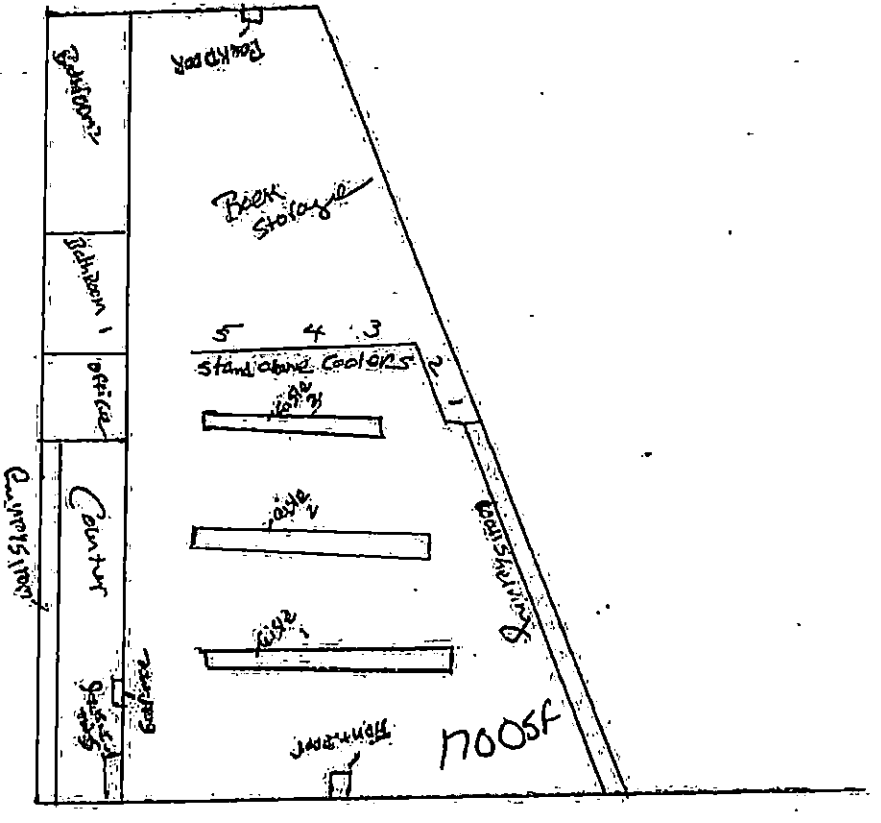
Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	4-10-2026

Exhibit "A"

HILLWOOD SHOPPING CENTER
2370 HILLCREST ROAD
MOBILE, ALABAMA 36695



Unit(s)	Tenant	Area
A	Smoothie King #1333	1,200.00
B, C	YuanMei	1,950.00
D	Hillwood Liquors	1,750.00
E	Play and Talk	8,450.00
F	Papa Murphy's Take N' Bake Pizza	1,200.00
G, H	Michael Ross Jewelers	2,400.00
I	Cuts By Us	1,150.00
J	Publix #1436	45,600.00
K	VACANT	1,150.00
L	Nail Boutique & Spa Mobile	1,200.00
M, N, O	Uptown Urgent Care	3,600.00
P, Q	Osteo Strong	2,400.00
R, S	Chicken Salad Chick	2,400.00



Hillwood Liquor

3/14/26

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II License
Submitted by:	Hillwood Classic Liquors, LLC
Location:	Hillwood Liquors 2370 Hillcrest Road Suite D Mobile, AL 36695

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	TRANSFER - LOCATION	2026 - 5788	125831	6	April 21, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name
HILLWOOD LIQUORS LLC

Trade Name (DBA)
HILLWOOD LIQUORS

Location Address
2370 HILLCREST ROAD SUITE D

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
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DISTRICT 5
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010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address

2370 HILLCREST ROAD SUITE D

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

CITY OF MOBILE

REVENUE DEPARTMENT

April 8, 2026

HILLWOOD LIQUORS

2370 HILLCREST ROAD STE K

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 125831 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2288306	12/2026	ALCOHOL APPLICATION FEE (LIQUOR & CONSUMABLE HEMP) APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

[redacted]

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

[redacted]

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	TRANSFER - LOCATION	2026 - 5788	125831	6	April 21, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS II	

Business Information

Legal Business Name	Trade Name (DBA)
HILLWOOD LIQUORS LLC	HILLWOOD LIQUORS

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	04/24/2023		AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
92-3677876	R011840926	[redacted]	

Physical Address (Street Address, Suite #)	City	State	Zip Code
2370 HILLCREST ROAD SUITE D	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2370 HILLCREST ROAD SUITE D	MOBILE	AL	36695

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LIQUOR/PACKAGE STORE		2370 HILLCREST ROAD, SUITE K, MOBILE, AL 36695

Contact Person Information

Name	Title	POA	Phone	Email
AMIT PATEL	TREASURER	NO	[redacted]	

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
HILLWOOD LIQUORS LLC	HILLWOOD LIQUORS

ABC License Type	License Number	Any ABC Pending Actions
010 - LOUNGE RETAIL LIQUOR - CLASS I	119591	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
H AND C DEVELOPMENT COMPANY INC	[redacted]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3201 DAUPHIN STREET, SUITE A	MOBILE	AL	36606

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
1,700	0	YES	NO	SHOPPING CENTER	

Do the premises have a fully equipped/operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? YES

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
PATEL, VISHAL VIJAY	PRESIDENT	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	SHREE RANJI LLC	PALMER GROCERY	8989 US 90, IRVINGTON, AL 36544
	SIP SMOKE LLC	SIP N SMOKE	5212 COTTAGE HILL ROAD E, MOBILE, AL 36609

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
PATEL, PINALBHAI YASHTKUMAR	VICE PRESIDENT	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	SHREE RANJI LLC	PALMER GROCERY	8989 US 90, IRVINGTON, AL 36544
	SIP N SMOKE LLC	SIP N SMOKE	5212 COTTAGE HILL ROAD E, MOBILE, AL 36609

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)
N/A			

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
PATEL, AMIT SUNILKUMAR	TREASURER	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	SHREE RANJI LLC	PALMER GROCERY	8989 US 90, IRVINGTON, AL 36544
	SIP N SMOKE LLC	SIP N SMOKE	5212 COTTAGE HILL ROAD E, MOBILE, AL 36609

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
N/A		

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
N/A			

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

AP The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

AP The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

AP The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

AP The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AP Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

AP 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.

AP Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
AMIT PATEL	04/08/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Amit Patel	owner

Sworn to and subscribed before me this day of 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	TRANSFER - LOCATION	2026 - 5788	125831	6	April 14, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS II

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address

2370 HILLCREST ROAD SUITE D

City, State, Zip Code

MOBILE AL 36695

Contact Person Information

Name	Title	POA	Phone	Email
AMIT PATEL	TREASURER	NO	[redacted]	

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

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

HILLWOOD LIQUORS LLC

dba HILLWOOD LIQUORS

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

010 - LOUNGE RETAIL LIQUOR CLASS I and

for the premises located at

2370 HILLCREST ROAD SUITE D , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 14, 2026 for application number 2026 - 5788

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Amit Patel
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS II

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address | Zip Code

2370 HILLCREST ROAD SUITE 1 | **36695**

Application Number | Notice Post Date @ Location

2026 - 5788 | **03/24/2026**

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 14, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Amit Patel

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260324111328706

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE K
MOBILE, AL 36695
Telephone [redacted]

NEW APPLICANT:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Telephone [redacted]

Current License No: 119591

LICENSED PREMISES ADDRESS: 2370 HILLCREST RD STE D MOBILE, AL 36695

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 24th day of March, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

AMIT PATEL
Print Name: Amit Patel
Title: member

NEW LICENSEE (APPLICANT)

AMIT PATEL
Print Name: Amit Patel
Title: member

WITNESS: (By ABC Enforcement) _____

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** **County:**

Trade Name: HILLWOOD LIQUORS
Filing Fee:
Applicant: HILLWOOD LIQUORS LLC
Transfer Fee: $50.00
Location Address: 2370 HILLCREST RD STE D MOBILE, AL 36695
Mailing Address: 2370 HILLCREST RD STE D MOBILE, AL 36695
County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0
Product Type: 03 **Type Ownership:** LLC
Book, Page, or Document info: 001-075-814
Do you sell Draft Beer?: N/A
Date Incorporated: 04/24/2023 **State incorporated:** AL **County Incorporated:** MOBILE
Date of Authority: 04/24/2023
Federal Tax ID: 92-3677876 **Alabama State Sales Tax ID:** R011840926

Name:	Title:	Date and Place of Birth:	Residence Address:
AMIT SUNILKUMAR PATEL [redacted]	TREASURER	[redacted]	
VISHAL VIJAY PATEL [redacted]	PRESIDENT		
PINALBHAI YASHVANTKUMAR PATE [redacted]	VICE PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

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: AMIT PATEL
Business Phone: [redacted]
Fax:

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name: HILLWOOD LIQUORS
Applicant: HILLWOOD LIQUORS LLC

Previous Vendor Number: 119591

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: H AND C DEVELOPMENT COMPANY INC 251-234-7232

What is lessors primary business? RENTAL

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? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 1700

Display Square Footage: 1100

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

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: 20260313145927046

Initial each	Signature page
AP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AP	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.
XX	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.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
AP	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AP	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.
AP	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.
AP	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): AMIT PATEL

Signature of Applicant: Amit Patel

Notary Name (print):

Notary Signature:

Alabama State At Large
Notary Public
WILLIAM D. HUFF
My Commission Expires 10/06/2029

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260313145927046

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: PALMERS GROCERY SHREE RANJI LLC
SIP N SMOKE SIP N SMOKE LLC
License Covers: STE D

Receipt Confirmation Page

Receipt Confirmation Number: 20260313145927046

Application Payment Confirmation Number: 116777058

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License License 011	$50.00
Total Amount to be Charged	$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: MOBILE
Business Type: LLC
Trade Name: HILLWOOD LIQUORS
Applicant Name: HILLWOOD LIQUORS LLC
Location Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Mailing Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Contact Person: Contact AMIT PATEL
Home Phone: Contact [redacted]
Business Phone: Cont
Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20260313145927046
Application Payment Confirmation Number: 116777058

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License 011	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: TRANSFER

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Continue

[redacted]

Version 3.1.5

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260313145927046

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE K
MOBILE, AL 36695
Telephon[redacted]

NEW APPLICANT:
HILLWOOD LIQUORS LLC
Address: 2370 HILLCREST RD STE D
MOBILE, AL 36695
Telephon[redacted]

Current License No: 119591

LICENSED PREMISES ADDRESS: 2370 HILLCREST RD STE D MOBILE, AL 36695

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 24th day of MARCH, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

AMIT PATEL
Print Name: Amit Patel
Title: member

NEW LICENSEE (APPLICANT)

AMIT PATEL
Print Name: Amit Patel
Title: member

WITNESS: (By ABC Enforcement) _____

Revised 9/08

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2025-2026

LICENSE EXPIRES SEPTEMBER 30, 2026
RENEW LICENSE(S) BEFORE AUGUST 1, 2026

Confirmation Number: 20250728000000250

Renewal Period: June 1, 2026 Through July 31, 2026

License Number: 011959149

County:	MOBILE	Tobacco Business Type:	45	Vending Machines:	0
Effective Date:	10/01/2025	Printed Date:	07/28/2025		

Trade Name: **HILLWOOD LIQUORS**

Licensee: **HILLWOOD LIQUORS LLC**

Location: **2370 HILLCREST RD STE K**
MOBILE **AL** **36695**

Mailing Address: **8989 HWY 90 W**
IRVINGTON **AL** **36544**

011 LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

113025

Curtis E. Stewart

ADMINISTRATOR

License Renewal Receipt

Receipt Confirmation Number: 20250728000000250

Payment Summary

Payment Item	County Fee	State Fee	Total Fee
HILLWOOD LIQUORS License: 011-011959149 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	$300.00	$300.00	$600.00
HILLWOOD LIQUORS License: 990-011959149 990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS	$0.00	$150.00	$150.00
Total Amount to be Charged	$300.00	$450.00	$750.00

Vendor License List

Trade Name	Business Location Address
HILLWOOD LIQUORS	2370 HILLCREST RD STE K MOBILE, AL 36695

Type of Business: Liquor Package

Tobacco Vending Machines: 0

RVP Certification: N

Liquor Liability Insurance in the amount of at least $100,000.00.

Insurance Company:	Hadron Specialty Insurance Company	Insurance Policy Number:	H0171LL000471
Insurance Coverage Begin:	06/06/2025	Insurance Coverage End:	06/06/2026

Renew License	License Number	License Type	County	County Fee	State Fee
RENEW	011-011959149	011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	MOBILE	$300.00	$300.00
RENEW	990-011959149	990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS	MOBILE	$0.00	$150.00

Business Information

Business/Applicant Name:	HILLWOOD LIQUORS LLC
Business Mailing Address:	8989 HWY 90 W IRVINGTON, AL 36544
Business Phone:	[redacted]
Business Type:	[redacted]oration, partnership, LLC or LLP
Point of contact name:	VISHAL PATEL
Point of contact phone:	[redacted]
Point of contact email:	[redacted]

Member Information

Member Info	Member DOB	Member Address
VISHAL PATEL	12/15/1984 MISSISsippi	7340 ISLE OF PALMS DR MOBILE, AL 36695

Affidavit

I (VISHAL PATEL) hereby certify that all other material facts set forth in my original application and subsequent renewal applications are true and correct. By checking the boxes above, I certify that I acknowledge and confirm the affirmations contained in each statement. If currently certified in the ABC Board Responsible Vendor Program (RVP), I attest that this location is in compliance with the ABC Board RVP Requirements.

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

Date of this notice: 04-24-2023

Employer Identification Number:
92-3677876

Form: SS-4

Number of this notice: CP 575 B

HILLWOOD LIQUORS LLC
AMIT PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

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 92-3677876. 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 1065 03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 04-24-2023 HILL B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HILL. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 04-24-2023
EMPLOYER IDENTIFICATION NUMBER: 92-3677876
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

HILLWOOD LIQUORS LLC
AMIT PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Hillwood Liquors LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Vishal Patel

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   7340 Isle of Palms Dr Mobile, AL 36695

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

   8989 Hwy 90 W Irvington, AL 36544 MOBILE

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-075-814 DLL

Date	04/24/2023
Time	17:14:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 24 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 5 : 14 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 24 / 2023
Date (MM/DD/YYYY)

VISHAL PATEL
(Signature as required by 10A-5A-2.04)

MEMBER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.)

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Amit Patel	[redacted]	8989 Hwy 90 W Irvington, AL 36544
Pinal Patel		8989 Hwy 90 W Irvington, AL 36544

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Hillwood Liquors LLC

This name reservation is for the exclusive use of VISHAL PATEL, 8989 HWY 90 W, Irvington, AL 36544 for a period of one year beginning April 24, 2023 and expiring April 24, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

April 24, 2023

Date

RES087699

Wes Allen **Secretary of State**

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

HILLWOOD LIQUORS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011840926	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

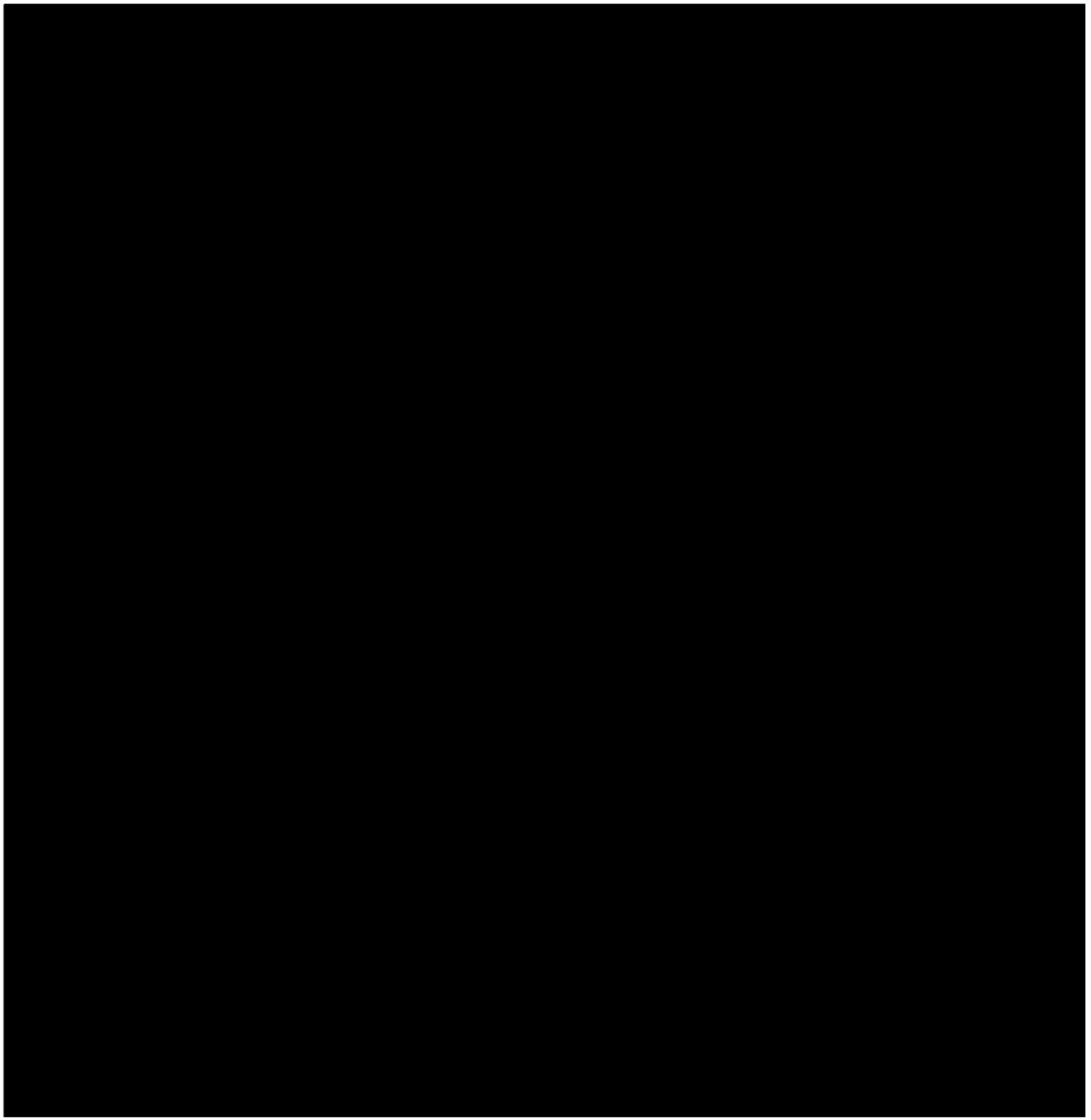
Jennifer Byrd

Deputy Commissioner

NAICS CODE: 445320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2370 HILLCREST RD STE D MOBILE AL 36695-3838



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 115 S. University Blvd Mobile AL 36608 License#: 2081754	CONTACT NAME: Stacy Baria PHONE (A/C, No, Ext): 251-473-4600 FAX (A/C, No): E-MAIL ADDRESS: [redacted]
INSURED Hillwood Liquors LLC 2370 Hillcrest Rd Suite D Mobile AL 36695 HILLLIQ-03	INSURER A: Conifer Insurance Company — NAIC # 29734 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 377186667 **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	Liquor Liability			H0171LL000471	6/6/2025	6/6/2026	Each Occurrence Aggregate	100,000 100,000

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

CERTIFICATE HOLDER

ALABAMA ABC BOARD
5660 US HWY 90 W
THEODORE AL 36582

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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The ACORD name and logo are registered marks of ACORD

List of Current Members

The following individuals are the only members of: HILLWOOD LIQUORS LLC

NAME: Vishal Patel TITLE: President

NAME: Pinal Patel. TITLE: Vice President.

NAME: Amit Patel TITLE: Treasurer

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

Amit PATEL
PRINTED NAME OF MEMBER

Amit Patel
SIGNATURE OF MEMBER

3/14/26
DATE

KWT

WSR

White-Spunner Realty, Inc.
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

COMMERCIAL LEASE

This commercial lease ("**Lease**") is made and entered into on this the 1st day of November, 2025 ("**Effective Date**") by and between **H & C DEVELOPMENT COMPANY, INC, an Alabama Corporation** ("**Landlord**"), and **Hillwood Liquors, LLC** ("**Tenant**").

WITNESSETH

ARTICLE I
GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises commonly known as **Suite D** containing approximately **1,750** square feet (the "**Leased Premises**") located in the shopping center known as **2370-D Hillcrest Road Mobile, AL 36695,** located at **Hillwood Shopping Center** (the "**Shopping Center**"). The boundaries, location and dimensions of the Leased Premises are highlighted in red on the site plan which is attached hereto as **Exhibit A** and made a part hereof.

Section 1.02. Use of Additional Areas.

The use and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for ***Five (5)*** years ("**Lease Term**") commencing on ***November 1, 2025*** and expiring on ***January 31, 2031***. **Tenant shall have Ninety (90) days before making monthly rental payments due beginning *February 1, 2026*** ("**Rent Commencement Date**"). Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided. In addition, if Tenant shall have failed to open the Leased Premises for business at the conclusion of ninety (90) days following the Effective Date, then Landlord may, at Landlord's option, in addition to collecting said minimum rent, cancel and terminate this Lease by giving thirty (30) day's written notice to Tenant.

Section 1.05. Examination of Lease.

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Submission of this instrument for examination or signature by Tenant does not constitute a reservation or option for lease, and this instrument shall not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

Section 1.06. Completed Document and Waiver.

The submission of this Lease for examination by Tenant does not constitute an offer or option to lease the Leased Premises, nor is it intended as a reservation of the Leased Premises for the benefit of Tenant. On the contrary, it is expressly understood that this Lease shall not be valid or binding upon any of the parties hereto unless fully and properly executed by Tenant and Landlord.

ARTICLE II
REDEVELOPMENT AND EXCUSE OF LANDLORD'S PERFORMANCE

Section 2.01. Redevelopment.

Should Landlord enter into an agreement with others for the redevelopment of Landlord's property requiring the demolition of all or a portion of the building in which the Leased Premises is located, Landlord shall have the right to cancel this Lease by giving Tenant ninety (90) days advance written notice.

Section 2.02. Excuse of Landlord's Performance - Force Majeure.

Anything in the foregoing paragraph, or elsewhere in this Lease, to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, pandemic, inability to obtain any material or service, through Act of God, or any other cause whatever (including failure of Tenant to supply necessary data or instructions) beyond the control of the Landlord, or inability of Landlord to obtain financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

ARTICLE III
RENTAL AND COMMON AREAS

Section 3.01. Minimum Rental.

Beginning on the Rent Commencement Date, Tenant shall pay Landlord as fixed minimum rental for the Leased Premises as follows:

Term	Base (PSF)	Monthly Rent	Annual Rent
February 1, 2026 – January 31, 2027	$20.00	$2,916.67	$35,000.00
February 1, 2027 – January 31, 2028	$20.60	$3,004.17	$36,050.00
February 1, 2028 – January 31, 2029	$21.22	$3,094.58	$37,135.00
February 1, 2029 – January 31, 2030	$21.86	$3,187.92	$38,255.00
February 1, 2030 – January 31, 2031	$22.52	$3,284.17	$39,410.00

The said fixed rental (herein sometimes called "minimum rent") is payable each year in ***twelve (12)*** monthly installments initially in the amount of ***Two Thousand Nine Hundred Sixteen and 67/100 Dollars *** ($2,916.67)*** in advance on or before the first day of each month, without any prior demand therefore, and without any deduction or set off whatsoever.

Section 3.02. Late Charges.

The amount of each of the gross monthly rent installments to include "additional rent" shall be increased by five (5%) percent if the same shall remain unpaid five (5) days after the date on

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which such installment shall be due; and an additional five (5%) percent shall be added thereto at the end of each thirty (30) day period during which such installment, or any part thereof, shall remain unpaid. All such charges shall be secured as "additional rents" under this Lease.

Section 3.03. Percentage Rental. ***[INTENTIONALLY OMITTED]***

Section 3.04. Gross Sales Defined. ***[INTENTIONALLY OMITTED]***

Section 3.05. Additional Rent.

Tenant shall pay as **"additional rent"** its pro-rata share of taxes, Landlord's insurance premiums and common area maintenance costs and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as "additional rent" with any installment of rent thereafter due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.

Section 3.06. Property Taxes.

(a) Beginning on the Rent Commencement Date, Tenant shall pay its pro rata share of all real property taxes, assessments, ad valorem and user fees (hereinafter referred to as **"taxes"**); which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against Landlord in respect of the land and improvements in the Shopping Center. Tenant's pro rata share of real estate taxes shall be the product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the Leased Premises and the denominator of which shall be the square foot area of the rentable area of the Shopping Center building. If the term of this Lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this Lease.

(b) At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated real property taxes and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The estimate of the taxes against the land and improvements in the Shopping Center, or against Landlord in respect thereof shall at Landlord's election be based upon the actual amount of the last taxes which have been assessed or shall be based upon an estimate projection or other statement in writing by the taxing authority. Tenant's pro rata share of such taxes shall be determined as provided in the preceding paragraph. If Landlord elects to require Tenant to pay its pro rata share of the estimated taxes, an adjustment shall be made as soon as the actual taxes for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

(c) Tenant's pro rata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be "additional rent" due under this Lease. If the actual taxes or the estimated taxes for the Shopping Center should increase at any time during a tax period, Tenant's pro rata share and Tenant's payments shall be appropriately increased.

(d) Initially, Tenant's pro rata share, which is subject to change, of aforementioned taxes shall be ***Two Thousand Four Hundred Forty-One and 64/100 Dollars ($2,441.64)*** per year, which shall be ***Two Hundred Three and 47/100 Dollars ($203.47)*** per month payable in advance on or before the first day of each month.

Section 3.07. Insurance Premiums.

(a) Beginning on the Rent Commencement Date, Tenant shall pay its pro rata share of all premiums for fire insurance, extended coverage insurance, liability insurance, loss of rents insurance, "other perils" insurance, all fees associated with obtaining insurance coverage, and other insurance carried by Landlord on or with respect to the Shopping Center. Tenant's pro rata share of

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said insurance premiums shall be determined by multiplying the premiums by the same fraction described in Section 3.06 hereof.

(b) At Landlord's election which may be made and changed from time to time, Tenant's pro rata share shall be paid in full in advance or may be paid in equal monthly installments during the period of time covered by the premiums.

(c) If the term of this Lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of an insurance policy year, a proper apportionment of said insurance premiums for the year shall be made to cover the fraction of a year included within the term of this Lease.

(d) Tenant's pro rata share of the insurance premiums, regardless of the manner in which they are to be paid, shall be deemed to be "additional rent" due under this Lease. If the premiums should increase or decrease at any time, Tenant's pro rata share and Tenant's payments shall be appropriately adjusted.

(e) If there should ever be any additional or extra premium for fire insurance, extended coverage insurance, liability insurance, loss of rental insurance, "other perils" insurance, and other insurance carried by Landlord on or with respect to the Shopping Center, and if the additional or extra premium results from articles which are kept, used, sold or offered for sale by Tenant, or results from any activity which is carried on or conducted by Tenant, then at Landlord's election which may be made and changed from time to time Tenant shall pay to Landlord the full amount of the additional or extra premium regardless of whether Landlord has given its consent with respect to any particular article or activity.

(f) The additional or extra premium shall be paid in the same manner in which Tenant's pro rata share of the other premiums is to be paid and shall be considered "additional rent" under this agreement. Whether any additional or extra premium is charged, and, if so, the amount thereof shall be determined from the bills, rate schedules, letters or other written statements of the insurance company charging the additional or extra premium.

(g) In the event the actual insurance premiums differ from the amounts used to determine Tenant's pro rata share, an adjustment shall be made as soon as the actual insurance premiums for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

(h) Initially, Tenant's pro rata share, which is subject to change, of aforementioned insurance premiums shall be ***Two Thousand One Hundred Twenty-Nine and 52/100 Dollars ($2,129.52)*** per year, which shall be ***One Hundred Seventy-Seven and 46/100 Dollars ($177.46)*** per month payable in advance on or before the first day of each month.

Section 3.08. Common Area Maintenance Charge.

(a) Beginning on the Rent Commencement Date, Tenant shall pay Landlord, as "additional rent", a common area maintenance charge which shall be Tenant's pro rata share, which is subject to change, of the total cost of operating and maintaining the common area and facilities of the Shopping Center (the **"CAM Charge"**). The amount of Tenant's minimum charge and the amount of Tenant's pro rata share of the CAM Charge shall be computed by using the fraction described in Section 3.06 hereof. Initially, Tenant's minimum charge shall be ***Two Thousand Four Hundred Forty-Five and 12/100 Dollars ($2,445.12)*** per year, which shall be ***Two Hundred Three and 76/100 Dollars ($203.76)*** per month.

(b) Landlord shall have the right from time to time, at intervals to be selected by Landlord, to compute and adjust the CAM Charge and after Tenant is notified in writing of any such computation or adjustment Tenant's pro rata share shall be computed on the basis thereof.

(c) At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated CAM Charge and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The

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estimate of the CAM Charge shall at Landlord's election be based upon the actual amount of the CAM Charge which have been incurred in past years or shall be based upon an estimate projection or other statement in writing by Landlord.

(d) If the CAM Charge paid by Tenant for a period differs from the actual CAM Charge occurred during that period, an adjustment shall be made as soon as the actual CAM Charge for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

(e) The CAM Charge shall include, but shall not be limited to, the following: costs and expenses of mall air conditioning and heating, gardening and landscaping, lighting and other utilities, cleaning, painting including exterior walls, stripping, policing, removing garbage and other refuse and trash, removing snow, repairing and maintaining equipment of the Shopping Center, inspecting the equipment of the Shopping Center, renting and providing loudspeaker systems, renting and providing music programs, paving and maintaining the parking area and walkways, cutting and caring for the lawns and garden areas, cleaning ditches and adjacent areas, maintaining drainage and sewer systems, repair and replacement of gutters, and costs and expenses including salaries of furnishing or rendering any of the facilities and or services as provided in Sections 3.09 and 3.10. It is understood that all of the costs and expenses of operating and maintaining the common areas and facilities of the Shopping Center shall be considered in determining Tenant's pro rata share of such total cost, plus a **twenty (20%) percent administrative charge**, regardless of whether Tenant is directly benefited by any such cost or expense.

Section 3.09. Additional Cleaning Caused by Tenant's Use.

Landlord expects to clean and sweep the common areas each week, and, if Landlord deems, in its sole discretion, that Tenant's use of the Leased Premises is such that it requires Landlord to clean and sweep more than usual, Tenant shall pay such additional cost monthly within ten (10) days after receipt of Landlord's bill for these charges.

Section 3.10. Operation and Maintenance of Common Areas.

Landlord shall at its own expense (subject to the reimbursement provisions set forth in Section 3.08 of this Article) operate and maintain the common areas and common facilities of the areas of the Shopping Center owned by it and/or that it may be required to maintain by agreement. Landlord shall maintain as common areas the parking lots within the areas of the Shopping Center shown upon Exhibit "A" attached hereto for the non-exclusive use (in common with such others as Landlord may prescribe, including the occupants, employees, and customers of the store or stores upon the areas of the Shopping Center not owned by Landlord) of Tenant, its agents, employees, and customers for vehicle parking; provided, however, that such use shall be subject to the provisions of Section 3.11 of this Article; and provided further, that Landlord may, as it shall from time to time see fit, reduce the parking area (which in this sentence shall be construed to include the pavements, curbs, gutters, parking lot lighting and drainage systems, walls, fences, easements, landscaping, access driveways, footways and other passageways) by erecting on said parking area store buildings or other structures or improvements of any kind, including but not limited to, extensions to buildings now shown on said plat.

Section 3.11. Control of Common Area by Landlord.

(a) All parking areas, access roads and facilities which may be furnished by Landlord in or at the Shopping Center, including employee parking areas, truck way or ways, driveways, loading docks and areas, delivery passages, package pick-up stations, sidewalks, malls, courts and ramps, landscaped and planting areas, retaining walls, stairways, bus stops, first aid stations, comfort stations, lighting facilities, signs, music program service, if any, and all other areas and improvements for the general use, in common, of tenants, their officers, agents, employees, and customers, shall at all times be subject to the exclusive control and management of Landlord, (provided, however, Landlord may delegate, assign, or subcontract its rights and obligations, in whole or in part, under this Section to a tenant or tenants or third parties) and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section.

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(b) Landlord shall have the right to construct, maintain, and operate lighting facilities on all said areas and improvements and shall have the right to police the same. Landlord shall have the right from time to time to change the location and arrangement of the parking areas and other facilities referred to in this Section, to change truck routes to such extent as the Landlord may desire, provided that the Leased Premises are adequately served by the new route; to establish or designate employee parking areas and to restrict parking by tenants, their officers, agents and employees to employee parking areas; to construct surface or elevated parking areas and facilities; to establish and from time to time change the level of parking surfaces; to close all or any portion of said areas or facilities to such extent as may, in the opinion of the Landlord's legal counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; to dedicate or convey property for public, utility, or drainage use; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers.

Section 3.12. Payment of Rentals.

All minimum, percentage and other rentals payable under this Lease shall be paid without any prior demand therefore, and without any deduction or setoff whatsoever. ***Initially, the Gross Monthly Rent shall be Three Thousand Five Hundred One and 36/100 Dollars ($3,501.36).*** All amounts owed pursuant to the terms of this Lease shall be made online via Yardi's CommercialCafe, which is accessed by visiting https://commercialcafe.securecafe3.com/tenantportal/ .

ARTICLE IV
REPORTS, RECORDS AND AUDIT
[INTENTIONALLY OMITTED]

ARTICLE V
CONSTRUCTION, ALTERATION AND RELOCATION

Section 5.01. Landlord's Obligation.

Landlord shall, at its cost and expense, in the event of new building construction, construct the Leased Premises for Tenant's use and occupancy substantially in accordance with plans and specifications prepared by Landlord or Landlord's architect. Any work in addition to any of the items specified in the plans and specifications shall be performed by Tenant at its own cost and expense. Any equipment or work other than those items specified in the plans and specifications which Landlord or Landlord's contractor installs or constructs in the Leased Premises on Tenant's behalf shall be paid for by Tenant prior to the date that Tenant opens its store for business. The taking of possession of the demised premises by Tenant shall be conclusive evidence that said premises were in good and satisfactory condition and fully completed in accordance with the terms of this Lease at the time such possession was taken, and Tenant accepts the Leased Premises and all components thereto in "as is condition". Landlord warrants HVAC, electrical and plumbing systems to be in working order at the time of Lease commencement.

Section 5.02. Parking Facilities.

Landlord may construct upon the Shopping Center site, at its own cost, access roads, footways, and parking lots or facilities generally as shown on Exhibit "A."

Section 5.03. Changes and Additions to Buildings.

Landlord hereby reserves the right at any time to make alterations or additions to, and to build additional stories on, the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct and remove other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Landlord

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further reserves the right to enter and use the Leased Premises for the purpose of installing, repairing and removing wiring, piping, ducts and conduits for service of the Leased Premises or other buildings in the Shopping Center, provided that Landlord shall not unreasonably interfere with the use of the Leased Premises by Tenant.

Section 5.04. Tenant Shall Discharge All Liens.

Tenant shall promptly pay all its contractors and materialmen, so as to minimize the possibility of a lien attaching to the Leased Premises, and if any such lien be made or filed, Tenant shall bond against or discharge the lien or have it discharged within ten (10) days after written request by Landlord.

ARTICLE VI
USE OF PREMISES AND CONDUCT OF BUSINESS BY TENANT

Section 6.01. Use of Premises.

Tenant shall not use, permit or suffer the use of the premises or any part thereof for any purpose other than the following: ***Liquor and Cigar Store*** and Tenant agrees to conduct its business in the premises under the name or trade name of "***Hillwood Liquors***" and under no other name or trade name, except such use as may be first approved by Landlord in writing, and further that the premises are Leased exclusively for the use of said business and commercial purposes.

Section 6.02. Operation of Business.

Tenant shall occupy the premises promptly after the commencement of the original term of this Lease, and thereafter continuously during the term of this Lease and any renewal or extension thereof, and shall conduct in said premises the business permitted under Article VI, using Tenant's best efforts at all times to obtain at the premises the highest volume of said permitted business possible. Tenant:

(a) shall open the premises for business on each business day, Monday through Saturday and/or Sunday, if applicable (State, National and Religious holidays excepted), and shall remain open for at least eight (8) hours each said business day;

(b) shall operate throughout the year, and shall not remain closed for business for reasons within its control for any consecutive period exceeding one (1) week, it being understood that closing necessitated by reason of fire, windstorm or other casualty or major remodeling shall not be prohibited hereunder.

Section 6.03. Competition.

So long as this Lease shall remain in effect, Tenant shall not, within a radius of three (3) miles of the perimeter of the Shopping Center, either directly or indirectly, own, operate or be financially interested in, either itself or with others, a business like or similar to the business permitted to be conducted under this Lease, except for those businesses which Tenant owns, operates or is financially interested in at the time of the execution of this Lease; nor shall Tenant violate any exclusive right given by Landlord to any other Tenant of the Shopping Center.

Section 6.04. Storage, Office Space.

Tenant shall warehouse, store and/or stock in the Leased Premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Leased Premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required for Tenant's business in the Leased Premises. No auction, fire or bankruptcy sales may be conducted in the Leased Premises without the previous written consent of Landlord.

Section 6.05. Change of Name.

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Tenant agrees not to change the advertised name of the business operated in the Leased Premises without the written permission of Landlord.

Section 6.06. Solicitation of Business.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.

Section 6.07. Overnight Lodging.

No overnight lodging shall be permitted in the Leased Premises.

ARTICLE VII
TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

Section 7.01. Tenant's Responsibilities.

Tenant shall at all times:

(a) keep the Leased Premises (including exterior entrances and doors, interior entrances and doors, door checks, walls, ceiling, ceiling tiles, grid and support systems, floors, windows, glass, plate glass, and store front) and all partitions, door fixtures, ceiling tiles and support systems, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, sewerage facilities and drains within the Leased Premises including free flow up to the main sewerage lines, escalators, elevators, and any air conditioning system which serves the Leased Premises), in good order, condition, repair, and replacement (including maintenance of the air conditioning and heating system every three months and reasonably periodic painting of the Leased Premises as determined by Landlord);

(b) keep, in pursuance of its obligation of maintenance, the inside and outside of all glass in the doors and windows of the premises clean;

(c) keep all exterior surfaces of the premises clean; to replace promptly at its own expense with glass of like kind and quality, or special kind and quality if required by HEW/OSHA, any plate glass or window glass of the premises which may become cracked or broken; not to place or maintain any merchandise or other articles in the vestibule or entry of the premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof;

(d) maintain the Leased Premises, and also the entire sidewalk in front of the Leased Premises and the loading areas and common rear service areas including roadways, at its own expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; not to permit undue accumulations of garbage, trash, rubbish, and other refuse;

(e) keep such refuse in proper containers (or trashroom maintained by Tenant) on the exterior of the premises until called for to be removed and to remove the refuse at Tenant's own expense;

(f) shall not use or to permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the premises;

(g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the premises;

(h) shall not cause or to permit objectionable odors to emanate or be dispelled from the premises;

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(i) comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction in the premises;

(j) comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use of occupancy of the premises by Tenant;

(k) not receive or ship articles of any kind after 10:00 A.M., except through the rear of the premises;

(l) not park, and to require its employees to refrain from parking any vehicle on Landlord's land except in such places as may be designated by Landlord for the use of Tenant and its employees;

(m) not overload the electric wiring serving the premises or within the premises, and to install at its own expense, but only after obtaining Landlord's written approval, any electric wiring which may be required in connection with Tenant's apparatus;

(n) repair promptly at its own expense any damage to the premises caused by bringing into the premises any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors (and in default of any such repairs by Tenant, Landlord may make the repairs and Tenant agrees to pay the cost thereof to Landlord promptly upon Landlord's demand therefore;

(o) shall conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation.

(p) shall give immediate telephone or telegraph notice to Landlord in case of fire, casualty, accident or defects in the Leased Premises or in the building of which the Leased Premises are a part, or any fixtures or equipment located thereon or therein and shall promptly thereafter confirm such notice in writing;

(q) shall at all times keep the plate glass insured with an insurance carrier having a Best and Company rating of A+ with a Class 15 financial rating (or equivalent ratings if the rating system changes), naming Landlord as co-insured in the policy of insurance;

(r) shall obtain a quarterly service contract covering the heating and air conditioning equipment, with a service contractor satisfactory to Landlord, such service contract to cover, without limitation, lubricating of equipment and replacement of belts and filters. Tenant shall furnish Landlord with a copy of such service contract, which shall be kept by Tenant in force during the entire term hereof. Tenant shall be responsible for repairs up to **One Thousand Five Hundred and 00/100 Dollars ($1,500)** annually and Landlord shall be responsible for additional repairs and replacement costs so long as quarterly service contract has been maintained.

(s) shall have the right, at its option, to install an auxiliary air-conditioning unit in the event Tenant determines that Landlord's system is or will be insufficient to meet Tenant's needs. It is understood that the plans and specifications for said auxiliary unit shall be submitted to Landlord for approval, which approval shall not be unreasonably withheld, and that said unit shall be installed at the sole cost and expense of the Tenant.

Section 7.02. Landlord's Right to Intervene.

If Tenant shall default in the performance of any term, provisions, covenant or condition on its part to be performed hereunder beyond any applicable cure period Landlord may, after send an additional written notice to Tenant and ten (10) additional days to cure (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums, together with interest thereon at the highest rate allowed under the laws of the State of

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Alabama, or if no stated maximum rate, at the rate of eighteen percent (18%) per annum, shall be deemed "Additional Rent" hereunder and shall be repaid to Landlord by Tenant promptly when billed therefor, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

Section 7.03. Surrender of Premises.

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the delivery of notices and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. If required by Landlord, Tenant shall remove all its trade fixtures and any alterations or improvements before surrendering the premises as aforesaid, and shall repair any damage to the Leased Premises caused thereby, however Tenant shall have no right to remove same if Tenant is in default under this Lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

Section 7.04. Rules and Regulations.

The rules and regulations as listed in the Appendix are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Leased Premises and the Shopping Center. Notice of additional reasonable rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such reasonable rules and regulations, and amendments thereto and supplements thereof.

ARTICLE VIII
LANDLORD'S OBLIGATION FOR MAINTENANCE

Section 8.01. Responsibilities of Landlord.

Landlord shall maintain the roof, gutters, downspouts, exterior wall and mall area. In the event any repairs become necessary to the structural portions of the roof, exterior walls, or foundations of the Leased Premises, or sidewalks adjacent to said premises, during the term of this Lease, then upon written notice from Tenant to Landlord stating the necessity therefor and the nature thereof, Landlord with reasonable promptness, and at its own expense, shall make any such necessary repairs specified in such notice. If Landlord is required to make repairs to the roof or structural portions by reason of Tenant's negligent acts or omissions to act, Tenant shall pay Landlord's cost for making such repairs plus twenty percent for overhead. The phrase "structural portions" as above used shall not be so construed as to require Landlord to make repairs to interior surfaces of the Leased Premises unless the damage to such interior surface resulted from defects otherwise required to be kept in repair by Landlord. Landlord shall not be liable for damage to any goods or property, or injury to person (including death) caused by failure to perform any maintenance or repair which Landlord is obligated hereunder to perform, it being understood that Landlord shall be liable only for the cost of making such maintenance or repair. Landlord shall not be responsible for maintaining and repairing window frames located in the exterior building wall.

Section 8.02. Landlord's Disclaimer.

Landlord shall be under no liability to replace, repair, maintain, alter, or take any other action with reference to the premises or any part thereof, or any plumbing, heating, cooling, gas, electrical or other mechanical installation therein, except as may be expressly set out in Section 8.01 immediately above.

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ARTICLE IX
SIGNS, AWNINGS, PAINTING, ALTERATIONS, TRADE FIXTURES

Section 9.01. Signs.

Tenant shall not place or suffer to be placed or maintained on the exterior or in the interior of the premises any sign, advertising matter or other thing of any kind which may be visible from the exterior, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the premises without first obtaining Landlord's written approval thereof; and Tenant agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Tenant shall install and maintain signage at Tenant's sole expense on a lit raceway above the leased premises. The raceway shall remain lit until midnight. Landlord shall have the right to remove, at Tenant's expense and without notice to Tenant, any unauthorized sign or advertising matter. Tenant, at Tenant's sole cost and expense, agrees to cooperate with Landlord in any remodeling of the Shopping Center which would require the replacement or removal of any of Tenant's signs.

Section 9.02. Awnings.

Tenant shall not erect or maintain an awning or other device protecting against the sun or the elements without first obtaining Landlord's written approval thereof, and Tenant agrees that it will at its own expense keep such awning or device as may be approved in good condition and repair and that it will replace or recover the same whenever it shall become shabby or unattractive in appearance.

Section 9.03. Painting.

Tenant shall not paint or decorate any part of the exterior of the premises without first obtaining Landlord's written approval of such painting or decoration; and Tenant agrees to remove promptly upon order of Landlord any paint or any such decoration which has been applied to or installed upon the exterior of the Leased Premises without Landlord's prior written approval, or to take such other action with reference thereto as Landlord may direct.

Section 9.04. Alterations.

Tenant shall not alter the store front of the premises and shall not make any structural alteration to the premises or any part thereof without first obtaining Landlord's written approval of such alteration; and Tenant agrees that any improvements made by it shall immediately become the property of Landlord.

Section 9.05. Trade Fixtures.

All trade fixtures and apparatus installed by Tenant in the premises, other than alterations referred to in Section 9.04 immediately above, shall remain the property of Tenant and be removable at any time (subject to the provisions of Section 7.03), provided Tenant not be in default at the time of any covenant of this Lease. Tenant shall promptly and at its own expense repair any damage to the premises in removing any such trade fixtures and apparatus.

ARTICLE X
INSURANCE AND INDEMNITY

Section 10.01. Liability Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant and any Sub-Tenants of Tenant in the Leased Premises in which the limits of public liability shall not be less than $1,000,000 bodily injury for each occurrence and in which the property damage liability shall not be less than $1,000,000 for each occurrence. The policy shall name Landlord, White-Spunner Realty, Inc., any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change

the insurance without giving the Landlord thirty (30) days prior written notice. The insurance shall be issued by a company carrying a Best and Company rating of A+ with a Class 15 financial rating (or equivalent ratings if the rating system changes). Upon commencement of this Lease and prior to accessing the Leased Premises, Tenant will deliver to Landlord a copy of the policy or certificate of insurance. Should Tenant fail to provide such policy of insurance, then Landlord may, at Landlord's option, purchase such policy and assess the cost thereof against Tenant as "additional rent" hereunder.

Section 10.02. Indemnification of Landlord.

Tenant will indemnify Landlord and White-Spunner Realty, Inc. and save harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

Section 10.03. Waiver of Subrogation.

Tenant waives the right or claim against Landlord and White-Spunner Realty, Inc. for damage sustained by it and which might be covered under any insurance policy and Tenant shall cause Tenant's insurance carriers to waive their respective right of subrogation with respect to same, and to so notify Landlord.

Section 10.04. Prohibited Articles and Activities.

Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of insurance policy which affords insurance coverage to Landlord with respect to the Shopping Center and agrees that it will not carry on or conduct any activity which may be prohibited by the standard form of insurance policy which affords insurance coverage to Landlord with respect to the Shopping Center.

ARTICLE XI
UTILITIES

Section 11.01. Utility Charges.

Landlord shall, at its sole expense, arrange for the entry and connection of all necessary utility service to the premises, but shall not be required to pay any connection, "hook-up" or meter charge. Tenant shall pay for all water fees, sprinkler system water fees, sewage service charges, fuels, electricity, steam and gas used in or at the premises for any purposes. In no event shall Landlord be liable for an interruption or failure in the supply of such utilities to the Leased Premises. If Landlord is billed direct for sprinkler system water fees, Tenant in turn will be billed by Landlord on a pro rata basis using the fraction as set out in Section 3.06 hereof. This fee will be due and payable within 10 days of receipt of invoice from Landlord.

ARTICLE XII
OFFSET, STATEMENT, ATTORNMENT, SUBORDINATION

Section 12.01. Offset Statement.

Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses thereto, or stating those claimed by Tenant.

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Section 12.02. Attornment.

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Section 12.03. Subordination.

Landlord reserves the right, at Landlord's option, to require that this Lease be superior to, or subject and subordinate to, the lien of any mortgage or deed of trust now or hereafter placed upon Landlord's interest in the Leased Premises, or upon the land or premises of which the Leased Premises are a part, or upon any buildings now or thereafter placed upon the land of which the premises form a part, and to all advances made or hereafter to be made upon the security thereof. Upon request of Landlord, Tenant shall execute and deliver such instrument evidencing such superiority or subordination as Landlord may reasonably request.

ARTICLE XIII
ASSIGNMENT AND SUBLETTING, CONCESSIONS, CORPORATE OWNERSHIP

Section 13.01. Consent Required.

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned or if the Leased Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, if Tenant requests Landlord's consent to an assignment of the Lease or subletting of all of the demised premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant. Landlord shall have the option (to be exercised within thirty (30) days from the submission of Tenant's written request) to cancel the within Lease as of the commencement date stated in the above-mentioned sublet or assignment. If Landlord elects to cancel the within Lease as stated, then, the term, tenancy, and occupancy of the said premises, under said Lease or otherwise, shall cease, determine, expire, and come to an end as if the cancellation date was the original termination date of the within Lease.

If Landlord shall not exercise its option within the time set forth above, its consent to any such proposed assignment or subletting shall not be unreasonably withheld, provided that Tenant and any guarantor of Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

Section 13.02. Benefits and Burdens on Assignment.

This Lease and agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, his heirs, personal representatives, successors and assigns, and shall be binding upon Tenant, its heirs, successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to in writing by Landlord. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease in its sole discretion.

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Section 13.03. Operation of Concessions.

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord.

Section 13.04. Changes in Corporate Ownership.

If Tenant is a corporation and if at any time during the Lease term the person or persons who own a majority of its voting shares at the time of the execution of this Lease cease to own a majority of shares (except as the result of transfers by gift, bequest or inheritance) Tenant shall so notify Landlord and Landlord may terminate this Lease by notice to Tenant given within 90 days hereafter. This Section shall not apply whenever Tenant is a corporation the outstanding voting stock of which is listed on a recognized security exchange or if at least 80 percent of its voting stock is owned by another corporation the voting stock of which is so listed.

ARTICLE XIV
WASTE, GOVERNMENTAL REGULATIONS

Section 14.01. Waste and Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the Leased Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center.

Section 14.02. Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XV
DESTRUCTION OF LEASED PREMISES

Section 15.01. Destruction of the Leased Premises and Shopping Center.

(a) If the premises shall be damaged or destroyed in whole, or in part by fire, the elements, unavoidable accident, or other casualty, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within sixty (60) days after the date on which the damage occurs, whereupon this Lease shall terminate as of the date on which the damage occurs, and rent shall be adjusted as of said date; but in default of such notice by Landlord, this Lease shall continue, and Landlord shall cause the premises to be repaired or restored with due diligence. Except in the event of termination of this Lease, as aforesaid, the minimum rent shall be abated to the extent of the fair rental value of such portion, if any, of the premises as shall be rendered unfit for occupancy for the usual conduct of Tenant's business in consequences of the damage aforesaid for the period of such unfitness for occupancy.

(b) Notwithstanding anything in Subsection (a) above or elsewhere in this Lease to the contrary, if the Leased Premises shall be damaged in whole or in part due to any negligent act or omission of Tenant or failure by Tenant to observe the terms, conditions and covenants of this Lease, then Landlord shall be under no obligation to repair or restore the premises, and such act, omission or failure of Tenant shall constitute an event of default under Section 18.01 of this Lease, entitling Landlord to all rights and remedies reserved to Landlord under this Lease, in addition to all rights and remedies granted Landlord under the laws of the State of Alabama.

(c) In the event that fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased

Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Landlord's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XVI
EMINENT DOMAIN

Section 16.01. Total Condemnation.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

Section 16.02. Partial Condemnation.

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, the Lease shall continue in full force and effect, and the minimum rent shall be reduced proportionately as to the portion lost in the taking.

Section 16.03. Landlord's Damages.

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and the Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

Section 16.04. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in its own right on account of any and all damage to Tenant's business by reason of the condemnation and for or in account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, leasehold improvements and equipment.

ARTICLE XVII
TENANT'S PROPERTY

Section 17.01. Taxes and Leasehold.

Tenant shall be responsible for and shall pay before delinquency, all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind placed in, upon or about the Leased Premises by Tenant.

Section 17.02. Loss and Damage.

Landlord shall not be liable for any damage to property of Tenant or of others entrusted to Tenant, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or

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from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored on the Leased Premises at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims by Tenant's insurance carriers.

ARTICLE XVIII
DEFAULT OF THE TENANT

Section 18.01. Right to Re-Enter.

In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceeding or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this Lease to be taken under any writ of execution, then Tenant shall be deemed to be in default hereunder and to have committed a breach hereof and Landlord besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Section 18.02. Right to Relet and Accelerate.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second; to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent

AP _____ Initials of Tenant & Landlord

which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter. Without limitation of Landlord's other rights and remedies, and regardless of whether or not Landlord shall have re-entered, relet or terminated this Lease, in the event of any default or breach by Tenant, at the election of Landlord (i) the entire rent for the whole term of this Lease and any other indebtedness of Tenant to Landlord hereunder shall be immediately due and payable, or (ii) Landlord may proceed for past due installments and indebtedness only, reserving Landlord's right to proceed later for the remaining installments and subsequently maturing indebtedness. All rights and remedies of Landlord, as set forth in this Lease, shall be in addition to such other rights and remedies as Landlord may have under any applicable law.

Section 18.03. Legal Expenses.

In case of employment of an attorney or if suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

Section 18.04. Landlord's Lien.

To the fullest extent allowable by law, the Landlord shall have a lien on the goods, furniture and effects belonging to Tenant for the rent payable hereunder, and all other charges due Landlord hereunder, which lien shall be superior to all other liens of any kind or character whatsoever. No goods, furniture and effects shall be removed from the Leased Premises without the written consent of Landlord, except in ordinary course of business, until all rent and other applicable charges have been paid.

ARTICLE XIX
HOLDING OVER

Section 19.01. Holding Over.

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month to month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to two hundred percent (200%) of the monthly rental as specified in Article III, Section 3.01 hereof; but nothing in this article shall be construed as consent by Landlord to any holding over or as a waiver of any rights of Landlord otherwise provided for herein. If the said Tenant continues to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Landlord, at any time, whether rent has been accepted by the Landlord or not, reserves the unqualified right, or option to notify the Tenant in writing of his election to terminate the Lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

ARTICLE XX
ACCESS, RESERVATIONS AND RELEASES OF LANDLORD

Section 20.01. Right to Entry.

Tenant shall permit Landlord, its agents, employees and contractors to enter the premises and all parts thereof at any reasonable time to inspect the same and to enforce or carry out any provision of this Lease.

Section 20.02. Exclusive Use of Roof and Side Walls.

AR _____ Initials of Tenant & Landlord

Landlord shall have the exclusive right to use all or any part of the roof and side walls of the premises for any purpose.

Section 20.03. Non-Exclusive Remedies.

The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

Section 20.04. Release from Liability.

Tenant agrees not to hold Landlord responsible or liable in damages by abatement of rent or otherwise for any damage sustained by Tenant or any other person, due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident, especially, but not exclusively, any damage caused by water, snow, windstorm, tornado, gas, steam, electric wiring, plumbing, or heating apparatus; and not to hold Landlord liable for any acts or omissions of co-tenants or other occupants of the building, or for losses by theft. Notwithstanding anything elsewhere in this Lease, Tenant hereby releases Landlord from any claim (regardless of cause) with respect to water or other damage sustained by Tenant from the sprinkler system covering the premises and/or the operation of said sprinkler system.

Section 20.05. Landlord's Exculpation.

Anything to the contrary contained in this Lease notwithstanding, it is specifically understood and agreed by Tenant that White-Spunner Realty, Inc. and the respective owners, members, stockholders, directors, officers and employees of Landlord and White-Spunner Realty, Inc. shall not have any personal liability, individually or collectively, with respect to any of the terms, covenants, conditions and provisions of this Lease. It is further agreed that Tenant shall look solely to the equity of Landlord in the Leased Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or in the event of any liability of Landlord under any of the terms, covenants, conditions and provisions of this Lease, such exculpation of personal liability being absolute and without exception whatsoever.

ARTICLE XXI
QUIET ENJOYMENT

Section 21.01. Landlord's Covenant.

Upon payment by Tenant of the rents provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXII
MISCELLANEOUS

Section 22.01. Waiver.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such a waiver be in writing by Landlord.

Section 22.02. Accord and Satisfaction.

AP _____ Initials of Tenant & Landlord

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

Section 22.03. Entire Agreement.

This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 22.04. No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

Section 22.05. Notices.

All notices required or options granted under this Lease shall be given or exercised in writing, and shall be deemed to be properly served if delivered in writing personally, or sent by certified mail with return receipt requested, or overnight delivery by a national carrier such as Federal Express whether by Tenant in written notice to Landlord or by Landlord in written notice to Tenant at the following address:

TENANT:
Hillwood Liquors LLC
c/o Amit Patel
8989 Hwy 90
Irvington, AL 36544

LANDLORD:
H & C Development Company, Inc.
c/o White-Spunner Realty, Inc.
P.O. Box 7475
Mobile, AL 36670-0475

Section 22.06. Captions and Section Numbers.

The captions, Section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Sections or articles of this Lease nor in any way effect this Lease.

Section 22.07. Posting.

During the period of six months prior to the expiration of this Lease or any renewal thereof, Landlord shall have the right to display on the exterior of the premises but not in any window or doorway thereof, the customary sign "For Lease" and that during such period Landlord may show the premises and all parts thereof to prospective tenants between the hours of 10:00 A.M. and 5:00 P.M. on any day except Sunday and any legal holiday on which Tenant shall not conduct business.

Section 22.08. Recording.

Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes or recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference. Tenant shall record this Lease or said short form at the request of Landlord and shall pay the cost of recording same.

AR _____ Initials of Tenant & Landlord

Section 22.09. Landlord's Consent.

Whenever any action or any condition is prohibited or restricted under this Lease unless Landlord's consent is secured, or whenever Landlord's consent is required under this Lease either expressly or by implication, Tenant agrees that Landlord's decision to consent or not need not be made in accordance with any particular criteria or commercial standards (including "reasonable commercial standards"), that Landlord may make its decision on the basis of any factors which seem relevant to Landlord, and that Landlord's decision, for whatever reason, shall be conclusive and binding on Tenant. Landlord may condition the giving of its consent upon whatever requirements and conditions seems desirable to Landlord regardless of whether Landlord's position and/or the particular requirements and conditions accord with any particular criteria or commercial standards, including reasonable commercial standards.

Section 22.10. Solely for Benefit of Parties.

It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties; and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify or revoke or rescind this Lease or any covenant herein contained in any writing and at any time.

Section 22.11. Partial Invalidity.

If any Section, clause, sentence, word, or provisions of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22.12. Tenant and Landlord Defined.

The words "Tenant" and "Landlord" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein or Landlord herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, or corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If Tenant consists of more than one person or entity, each such person or entity shall be jointly and severally liable hereunder.

Section 22.13. Taxes on or in Respect of Rentals.

In the event of the enactment, adoption or enforcement by any governmental authority (including the United States, any state and any political or governmental subdivision) or any assessment, levy or tax, whether sales, use or otherwise, on or in respect of the rentals and charges set forth herein, or on or in respect of the right to Lease, use or occupy the Shopping Center and/or the Leased Premises, Tenant shall pay such assessment, user fee, levy or tax to Landlord, or, at Landlord's option, Tenant shall pay such assessment, levy or tax directly to the governmental authority. If such assessment, user fee, levy or tax is imposed upon or in respect of all of the rentals derived from the Shopping Center, or is imposed on or in respect of the Shopping Center as a whole, or is imposed on or in respect of the right to Lease, use or occupy the Shopping Center as a whole, the Tenant shall pay to Landlord its prorata share of such assessment, user fee, levy or tax. Tenant's share shall be determined by using the fraction described in Section 3.06 hereof. Notwithstanding the foregoing, this Section shall not impose upon Tenant the obligation to reimburse Landlord for any income, gift, inheritance, or estate tax as such taxes are now structured and imposed.

AK _____ Initials of Tenant & Landlord

Section 22.14. Security Deposit. ***[INTENTIONALLY OMITTED]***

Section 22.15. Applicable Law.

The laws of the State wherein the Leased Premises are located shall govern the validity, performance, and enforcement of this Lease.

All terms and conditions of this Lease shall inure to the benefit of, and be binding upon the parties hereto and their successors, heirs, assigns and personal representatives.

Section 22.16. Hazardous Substances.

Tenant shall not commit or suffer to be committed on the Leased Premises the discharge of any "Hazardous Substances" or "Hazardous Wastes" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S. 9602(14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. 9604 (A) (2), or hazardous wastes as defined in the Resource Conservation and Recovery Act ("RCRA"), 43 U.S.C. Section 6903 (5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde, and such hazardous substances or hazardous wastes will not be released or discharged over, beneath, or on the Property, or on or in any structures located on the Property from any source whatsoever by Tenant, its successors or assigns in the Property or any other person, including subtenants of Tenant.

Tenant hereby agrees to defend, indemnify and hold Landlord harmless of and from any and all losses, damages, claims, costs, fees, penalties, charges, taxes, fines or expenses including reasonable attorney's fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Landlord, as a result of breach of Tenant's covenants, warranties and representations contained in this Lease with regard to "Hazardous Substances" or "Hazardous Wastes". This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorney's fees, under CERCLA, under RCRA, or under RRMA. This indemnity is in addition to and is not to be construed as a limitation of any other indemnity under this Lease. Provided, however, Tenant shall not be responsible for any losses, damages or claims associated with preexisting "Hazardous Substances" or "Hazardous Wastes" located on the Leased Premises.

Section 22.17. Electronically Delivered Signatures/Counterparts.

This Lease may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Lease is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Lease to the other party via electronic delivery, including, without limitation, e-mail, or fax. Delivery of a party's signed counterpart of this Lease via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

Section 22.18. Option to Renew. ***[INTENTIONALLY OMITTED]***

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
THE SIGNATURE PAGES TO FOLLOW]

AR _____ Initials of Tenant & Landlord

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the Effective Date and executed in multiple originals being attached and made a part hereof.

LANDLORD:
H & C Development Company, Inc.
An Alabama corporation

Witness

By: _____
John White-Spunner
Its: President

LANDLORD:
H & C Development Company, Inc.
An Alabama corporation

Witness

By: _____
Signed by:
Robert Sean Coley
Robert Sean Coley
Its: Secretary

TENANT:
Hillwood Liquors, LLC

Witness:

By: _____
Amit Patel
Its: Member

APPENDIX

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies, and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the premises prepared for collection in the manner and at the times and place specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance obtaining the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice of same at any time.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of Landlord.

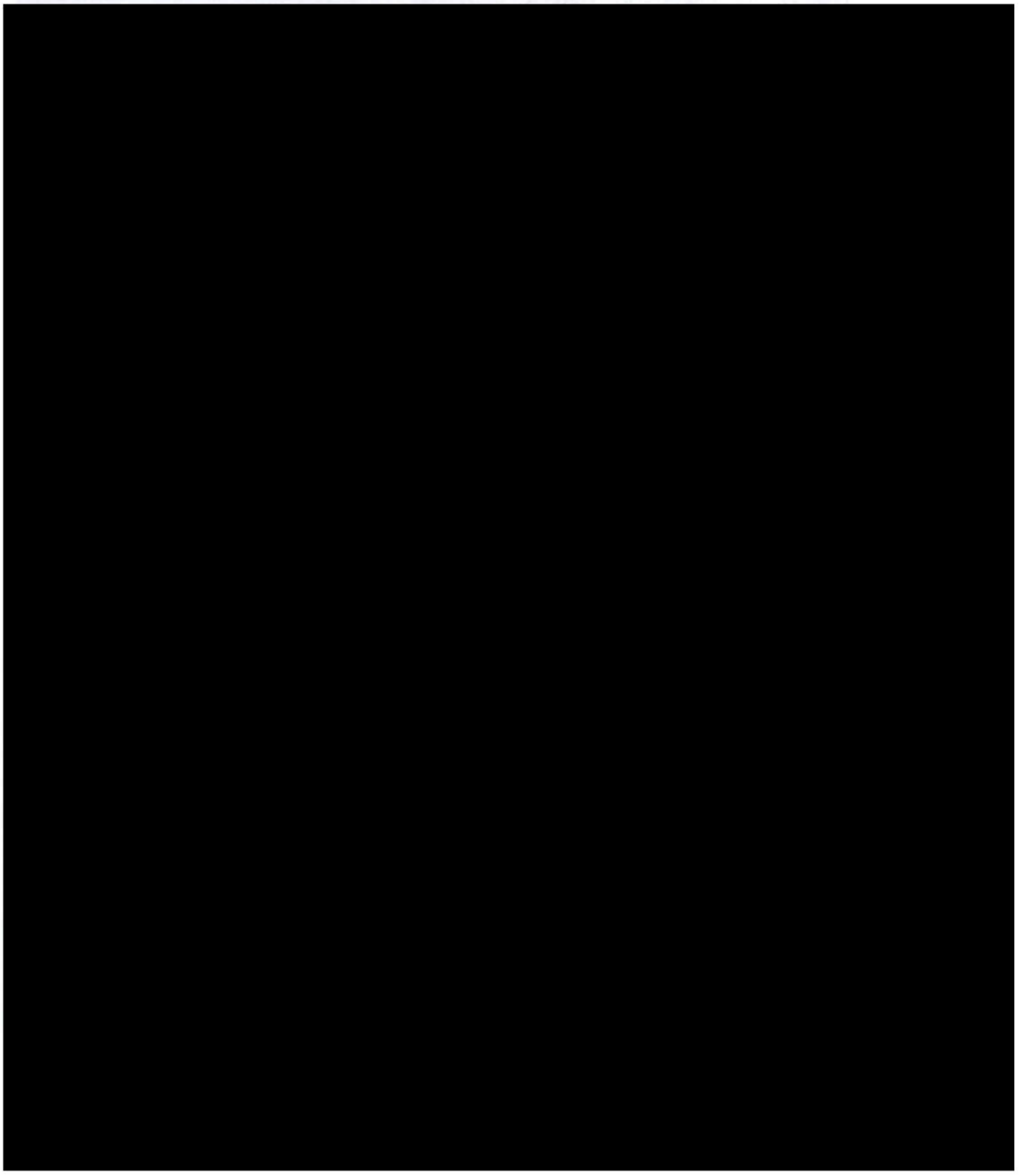
(6) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The outside areas immediately adjoining the premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall, have caused it.

(9) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within 1,000 feet of the outside property lines of the Shopping Center.

(10) No smoking is allowed in the premises at any time.







CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

2370-D Hillcrest Rd
Mobile, AL 36695

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by Hillwood Liquors, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 30 day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Katlyn Lumpkin	Katlyn Lumpkin	8-13-2028

Notary Stamp

KATLYN LUMPKIN
My Commission Expires
August 13, 2028

Owner of Property (Print Name)	Applicant Name (Print Name)
John White-Spunner	Hillwood Liquors LLC
Owner of Property (Signature)	Applicant Name (Signature)
	Amit Patel
Street Address	Street Address
3201 Dauphin St, Ste A	2370-D Hillcrest Rd, Mobile AL 36695
City, State, Zip	City, State, Zip
Mobile AL 36606	
Date Agreement Signed	Date Agreement Signed
3/30/2026	3/30/2026

Revision Date 10.23.2023

Application Property Ownership

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-171327-2026
Issue Date: 04/10/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023303051000005.	2370 Hillcrest Rd D	D

Business Name	Issued To	Zoning Districts
HILLWOOD LIQUOR	Name: AMIT PATEL Company: HILLWOOD LIQUOR Address: 2370 Hillcrest Rd STE D MOBILE, AL 36695 Phone: [redacted]	B-3

This Zoning Classification Allows the property to be used for:
RETAIL PACKAGE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

[redacted]

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer License?	Description/Type
Sole Proprietorship	New Business	(No) Yes	Convenience/Grocery Store
Limited Liability Company (LLC) ✓	New Owner	Relocation Date	Hotel Lounge/Bar
Corporation	Location Change ✓		(Package Store) Restaurant
			Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

010 - Lounge Retail Liquor (Class I) 011 - Lounge Retail Liquor (Class II) - Package Store ✓ 020 - Restaurant Retail Liquor

040 - Retail Beer (On/Off Premises) 050 - Retail Beer (Off Premises Only) 060 Retail Table Wine (On/Off Premises)

070 - Retail Wine (Off Premises Only) 090 - Wholesale - Beer 100 - Wholesale - Wine 110 - Wholesale - Beer & Wine

140 - Special Events Retail 160 - Special Events - More than 30 Days 200 Manufacturer 220 BrewPub

Legal Business Name	Trade Name (DBA)
Hillwood Liquors LLC	Hillwood Liquors

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2370 Hillcrest Road Suite D	Mobile	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
Amit Patel	owner	251-697-0809	ggps003@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1700	5+	5+	✓	B-3	✓

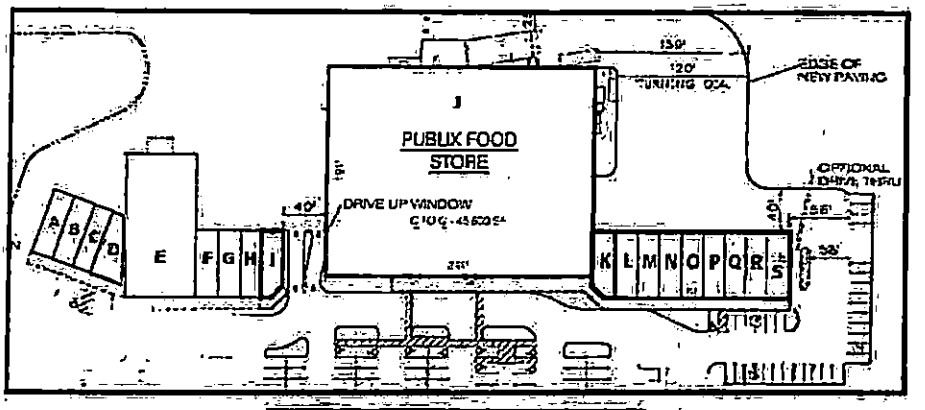
Comments

EXISTING RETAIL SPACE IN SHOPPING CENTER

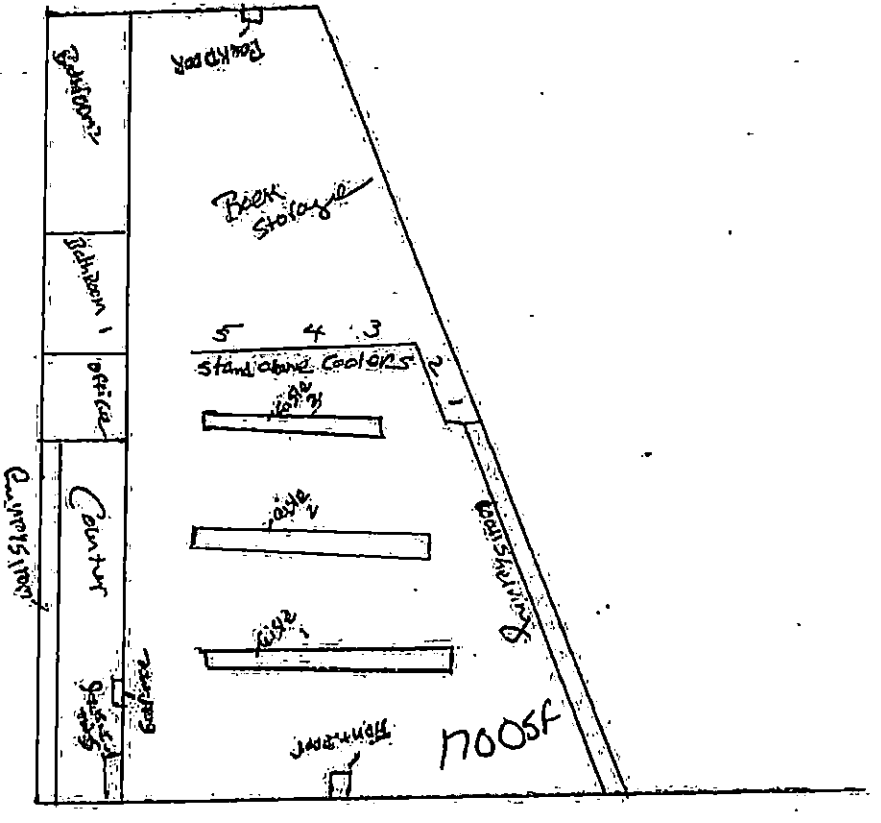
Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	4-10-2026

Exhibit "A"

HILLWOOD SHOPPING CENTER
2370 HILLCREST ROAD
MOBILE, ALABAMA 36695



Unit(s)	Tenant	Area
A	Smoothie King #1333	1,200.00
B, C	YuanMei	1,950.00
D	Hillwood Liquors	1,750.00
E	Play and Talk	8,450.00
F	Papa Murphy's Take N' Bake Pizza	1,200.00
G, H	Michael Ross Jewelers	2,400.00
I	Cuts By Us	1,150.00
J	Publix #1436	45,600.00
K	VACANT	1,150.00
L	Nail Boutique & Spa Mobile	1,200.00
M, N, O	Uptown Urgent Care	3,600.00
P, Q	Osteo Strong	2,400.00
R, S	Chicken Salad Chick	2,400.00



Hillwood Liquor

3/14/26

RESOLUTION

Sponsored by: Samantha Ingram – 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 **613 RUTH 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. 3, 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 **613 RUTH STREET** described as:

LOT 13 BLK 1 RICKARBY PL DB K 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 005

Parcel Number: 29 10 28 2 005 062

Last Assessed to: WILLIAMS THEODORE & MARY D

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 13, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 21, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **613 RUTH STREET.** OWNED BY OR MAY HAVE AN INTEREST: **WILLIAMS THEODORE & MARY D** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 2 005 062
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: LOT 13 BLK 1 RICKARBY PL DB K 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 005

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

613 RUTH STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/25/2025	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-5-26

Noted 560-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 613 Ruth 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.


APR 13 2026 12:08


APR 13 2026 12:09


APR 13 2026 12:09


APR 13 2026 12:09


FEB 26 2026 10:14


FEB 26 2026 10:14


FEB 26 2026 10:14


FEB 26 2026 10:13


FEB 26 2026 10:13


FEB 26 2026 10:12


FEB 26 2026 10:14


FEB 26 2026 10:14

Affidavit of Mailed Notice

April 13, 2026

State of Alabama
County of Mobile

Subject Property – 613 Ruth Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Theodore Williams
Mary D. Williams
613 Ruth Street
Mobile AL 36606-1211

February 27, 2026

RE: 613 Ruth Street
Project Number: ME-007-26

Dear Theodore Williams, Mary D. Williams:

On February 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 613 Ruth Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 13 BLK 1 RICKARBY PL DB K 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 005

Parcel Number: 29 10 28 2 005 062

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 **April 13,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 13,2026,** provide the Code Official with a work plan to accomplish the repairs by **April 13,2026,** 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 **April 13,2026,** 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 April 21, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **613 Ruth Street** Date: January 27, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 23, 2026

Per the Title Report, the owner is: Theodore Williams and Mary D. Williams

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Theodore Williams Mary D. Williams 613 Ruth St Mobile AL 36606-1211	Subject/location address – Lexisnexis address good 10/2025 – Phone numbers are – 251-604-0744, 251-709-2274, 251-471-1012, 251-604-4147, and 251-246-5076 good 2026 and 2026.
2	Theodore Williams Mary D. Williams PO Box 2057 Semmes AL 36575-2057	Lexisnexis address good 4/2025
3	Theodore Williams Mary D. Williams 597 Howard Johnson Rd Jackson AL 36545-7839	Lexisnexis address good 6/2025

TAX STATUS: 2025 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – 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 **970 STATE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 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 **970 STATE STREET** described as:

COM AT A PT ON THE N/S OF STATE ST DIS 50 FT E OF NE COR OF STATE & LOCUST STS TH RUN E ON THE N/L OF STATE ST 70 FT TO A PT TH NLY & PAR WITH LOCUST ST 50 FT TO A PT TH WLY & PAR WITH STATE ST 70 FT TO A PT TH SLY 50 FT TO A POB #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 542

Last Assessed to: COAXUM JARRID D

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 13, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 21, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **970 STATE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **COAXUM JARRID D** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 542
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: COM AT A PT ON THE N/S OF STATE ST DIS 50 FT E OF NE COR OF STATE & LOCUST STS TH RUN E ON THE N/L OF STATE ST 70 FT TO A PT TH NLY & PAR WITH LOCUST ST 50 FT TO A PT TH WLY & PAR WITH STATE ST 70 FT TO A PT TH SLY 50 FT TO A POB #SEC 40 T4S R1W #MP29 06 40 0 004

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

970 STATE STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	10/02/2025	Comments	

Property Score			
Score	85	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-17-25

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 970 State 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.


APR 13 2026 11:54


APR 13 2026 11:54


APR 13 2026 11:54

Affidavit of Mailed Notice

April 13, 2026

State of Alabama
County of Mobile

Subject Property – 970 State Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Antonio C. Petite
970 State Street
Mobile AL 36603

February 27, 2026

RE: 970 State Street
Project Number: ME-065-25

Dear Antonio C. Petite:

On February 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 970 State Street.

I. **PROPERTY** The legal description of the Property is as follows:

COM AT A PT ON THE N/S OF STATE ST DIS 50 FT E OF NE COR OF STATE & LOCUST STS TH RUN E ON THE N/L OF STATE ST 70 FT TO A PT TH NLY & PAR WITH LOCUST ST 50 FT TO A PT TH WLY & PAR WITH STATE ST 70 FT TO A PT TH SLY 50 FT TO A POB #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 542

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 **April 13,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 13,2026,** provide the Code Official with a work plan to accomplish the repairs by **April 13,2026,** 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 **April 13,2026,** 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 April 21, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **970 State Street** Date: January 22, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: Janaury 14, 2026

Per the Title Report, the owner is: Antonio C. Petite

Notes: Owner listed on Revenue Commissioners website is an unrecorded tax deed owner. The fee simple owner per vendors lien deed is listed as Antonio C. Petite.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Antonio C. Petite 970 State St Mobile AL 36603	Owner – Subject/location address – Phone numbers are 251-472-7377, 251-545-7328, 251-721-7192, 251-721-7044, 251-468-4870 and 251-447-3010
2	Antonio C. Petite 1338 Adams St Mobile AL 36603-5404	LexisNexis address good 5/2025

TAX STATUS: 2025 TAXES ARE DUE AND DELINQUENT

3	Jarrid D. Coaxum 10489 Freedom Dr Irvington AL 36544-4534	Unrecorded tax deed owner – Phone number 251-802-3078, 251-662-0388, and 251-616-2255 good 2025 – LexisNexis address good 12/2025.

Parties with recorded liens per Title Report:

4	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Jarrid D. Coaxum, filed 2/16/2024, recorded 3/6/2024, instrument number 2024012419. Acct # IIT-R003378486 Lien Number - 397942272
5	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Antonio Petite, filed 3/28/2023, recorded 4/3/2023, instrument number 2023019534. Acct # IIT-R005368548 Lien Number - 2885355520

6	Discover Bank c/o Jason Brady Patrick PO Box 312277 Enterprise AL 36331	Discover Bank vs Antonio Petite, filed 8/8/2022, recorded 5/16/2025 in instrument number 2025030580.

Resolution fixing cost for the Demolition of Structure at 972 State Street – adopted 7/7/2015, recorded 7/17/2015 LR 7283 Pg 924 Assessed to Fernway, LLC at the time

Weed Lien – City of Mobile vs Jarrid D. Coaxum, adopted 4/23/2024, recorded 11/20/2024, instrument number 2024072038.

Open Mortgages

7	Bruce Aune 261 Laurel Dr Mobile AL 36617-3952	Vendors Lien deed Bk 7234 Pg 905 recorded 2/14/2015. Phone number 251-463-3853, 251-214-1460 good 2025 – Attorney – LexisNexis address good 6/2024. Multiple address on Lexis may be investment properties.
8	Bruce Aune PO Box 1431 Mobile AL 36633-1431	LexisNexis address good 12/2025 – Address listed on Vendors Lien deed.

Lis Pendens

Lis Pendens – City of Mobile vs Jarrid D Coaxum, filed 11/6/2025, recorded 12/2/2025, instrument number 2025070506.

RESOLUTION

Sponsored by: Samantha Ingram – 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 **1163 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. 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1163 TEXAS STREET** described as:

COMG SW COR TEXAS & DUNHAM STS TH WLY 248 FT TO BEG TH CONT WLY 52 FT TH SLY 118 FT(S) TH ELY 50 FT TH NLY 117 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 249

Last Assessed to: CHAMBLISS NATHANIEL & DOROTHY C/O REGINALD CHAMBLISS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 13, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 21, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1163 TEXAS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **CHAMBLISS NATHANIEL & DOROTHY C/O REGINALD CHAMBLISS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 38 0 003 249
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: COMG SW COR TEXAS & DUNHAM STS TH WLY 248 FT TO BEG TH CONT WLY 52 FT TH SLY 118 FT(S) TH ELY 50 FT TH NLY 117 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

1163 TEXAS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	~~N~~ Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/13/2025	Comments	

Property Score			
Score	~~32~~ 52	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-19-25

Voted 4-0-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 1163 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.


APR 13 2026 13:47


APR 13 2026 13:49


APR 13 2026 13:49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APR 13 2026 13:48
WINDOWS USA


APR 13 2026 13:48


APR 13 2026 13:48


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APR 13 2026 13:49

Affidavit of Mailed Notice

April 13, 2026

State of Alabama
County of Mobile

Subject Property – 1163 Texas Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
1163 Texas Street
Mobile AL 36604-2972

February 27, 2026

RE: 1163 Texas Street
Project Number: ME-067-25

Dear Owner:

On February 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1163 Texas Street.

I. **PROPERTY** The legal description of the Property is as follows:

COMG SW COR TEXAS & DUNHAM STS TH WLY 248 FT TO BEG TH CONT WLY 52 FT TH SLY 118 FT(S) TH ELY 50 FT TH NLY 117 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 249

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 **April 13,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 13,2026,** provide the Code Official with a work plan to accomplish the repairs by **April 13,2026,** 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 **April 13,2026,** 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 April 21, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1163 Texas Street Date: January 14, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 13, 2026

Per the Title Report, the owner is: Nathaniel Chambliss and Dorothy Chambliss

NOTES: Both owners are deceased: Nathaniel Chambliss died 1/23/2011 and Dorothy died 7/14/2006, leaving 5 children listed below. Both died intestate. Reginald Chambliss is listed as in care of address. Reginald Chambliss child, Rhyann Chambliss paid property taxes in 2022 and 2024.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 1163 Texas St Mobile AL 36604-2972	Subject/location address
2	Rosalyn George 4313 Eastview Dr Mobile AL 36618-1856	Daughter of owners – LexisNexis address good 12/2025 – Phone numbers are 251-478-9217, 251-342-7102, 251-454-1301 good 2025 and 2026.
3	Carl Chambliss 1165 Texas St Mobile AL 36604-2972	Son of owners – LexisNexis address good 11/2025 – Phone number is 251-327-1036 good 9/2025.
4	Ronald Chambliss 3123 Whistler St Mobile AL 36612-1435	Son Of owners – LexisNexis address good 5/2025 – Phone number is 251-457-2775 good 10/2025
5	Reginald Chambliss Rhyann Chambliss 4059 Dickson Ln Mobile AL 36618-1511	Son of owners – LexisNexis address good 12/2025 – Paid multiple tax years. Revenue Commission website mailing address from 2014 until 2026. Phone numbers are 850-405-3682, 318-487-2925, 251-648-3102 and 205-390-2686 good 2025 – Rhyann(child of Reginal) Paid 2 years property tax.

6	Reginald Chambliss 622 N Wilson Ave Mobile AL 36610-2316	LexisNexis address good 2024
7	Reginald Chambliss 2401 Wolf Ridge Rd Mobile AL 36618-1428	LexisNexis address good 2024
8	Thomas Chambliss 3313 Perkins Ridge Dr Raleigh NC 27610-6063	Son of owners – LexisNexis address good 12/2025 – Phone numbers are 919-633-0122, 919-633-0098 and 919-250-0539 good 2025

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Nathaniel Chambliss and Dorothy Chambliss c/o Reginald Chambliss, filed 11/6/2025, recorded 12/2/2025, instrument number 2025070508.

RESOLUTION

Sponsored by: Samantha Ingram – 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 **1167 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. 1, 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1167 TEXAS STREET** described as:

BEG AT A PT ON THE S/L OF TEXAS ST 250 FT E OF THE W/L OF THE BERNOUDY TRT RUN TH EWLY ALG THE S/L OF TEXAS ST 50 FT TO A PT TH WITH AN INT ANG OF 91 DEG 04 MIN 18 SEC RUN SWLY 120 FT TO A PT TH WITH AN INT ANG OF 88 DEG 55 MIN 42 SEC RUN WWLY 50 FT TO A PT TH WITH AN INT ANG OF 91 DEG 04 MIN 18 SEC RUN NWLY 120 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 247

Last Assessed to: CHAMBLISS REGINALD A SR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 13, 2026

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 21, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1167 TEXAS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **CHAMBLISS REGINALD A SR** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 38 0 003 247
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: BEG AT A PT ON THE S/L OF TEXAS ST 250 FT E OF THE W/L OF THE BERNOUDY TRT RUN TH EWLY ALG THE S/L OF TEXAS ST 50 FT TO A PT TH WITH AN INT ANG OF 91 DEG 04 MIN 18 SEC RUN SWLY 120 FT TO A PT TH WITH AN INT ANG OF 88 DEG 55 MIN 42 SEC RUN WWLY 50 FT TO A PT TH WITH AN INT ANG OF 91 DEG 04 MIN 18 SEC RUN NWLY 120 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

1167 TEXAS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/13/2025	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-17-25

Voted 4-0-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 1167 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.


APR 13 2026 13:50


APR 13 2026 13:50


APR 13 2026 13:51


APR 13 2026 13:51


APR 13 2026 13:51


APR 13 2026 13:52


APR 13 2026 13:52

Affidavit of Mailed Notice

April 13, 2026

State of Alabama
County of Mobile

Subject Property – 1167 Texas Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Reginald A. Chambliss, Sr.
1167 Texas Street
Mobile AL 36604-2972

February 27, 2026

RE: 1167 Texas Street
Project Number: ME-068-25

Dear Reginald A. Chambliss, Sr.:

On February 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1167 Texas Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT A PT ON THE S/L OF TEXAS ST 250 FT E OF THE W/L OF THE BERNOUDY TRT RUN TH EWLY ALG THE S/L OF TEXAS ST 50 FT TO A PT TH WITH AN INT ANG OF 91 DEG 04 MIN 18 SEC RUN SWLY 120 FT TO A PT TH WITH AN INT ANG OF 88 DEG 55 MIN 42 SEC RUN WWLY 50 FT TO A PT TH WITH AN INT ANG OF 91 DEG 04 MIN 18 SEC RUN NWLY 120 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 247

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 **April 13,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 13,2026,** provide the Code Official with a work plan to accomplish the repairs by **April 13,2026,** 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 **April 13,2026,** 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 April 21, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1167 Texas Street Date: January 14, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 13, 2026

Per the Title Report, the owner is: Reginald A. Chambliss, Sr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Reginald A. Chambliss, Sr. 1167 Texas St Mobile AL 36604-2972	Subject/location address
2	Reginald A. Chambliss, Sr. Rhyann Chambliss 4059 Dickson Ln Mobile AL 36618-1511	Revenue Commission website address good 2016 – 2026 – Has tax deed on property. Was parents' property and they are both deceased. Child Rhyann paid property taxes for a few years as well. Phone numbers are 850-405-3682, 318-487-2925, 251-648-3102 and 205-390-2686 good 2025
3	Reginald Chambliss 622 N Wilson Ave Mobile AL 36610-2316	LexisNexis address good 2024
4	Reginald Chambliss 2401 Wolf Ridge Rd Mobile AL 36618-1428	LexisNexis address good 2024

TAX STATUS: 2025 PROPERTY TAX PAID CURRENT

Parties with recorded liens per Title Report: NONE

5	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Reginald Chambliss, filed 6/30/2021, Recorded instrument number 2021043203 on 7/6/2021 Acct # IIT-R002408005 Lien number 1042773504

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Reginald A. Chambliss, Sr., filed 11/6/2025, recorded 12/2/2025, instrument number 2025070509.

RESOLUTION

Sponsored by: Samantha Ingram – 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 **1213 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. 1, 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1213 TEXAS STREET** described as:

COMMENCING AT THE SOUTHEAST INTERSECTION OF TEXAS STREET AND GEORGIA AVENUE THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF TEXAS STREET 430 FT(S) TO THE POB. CONTINUE EASTERLY 100 FT THEN SOUTHERLY 129 FT THEN WESTERLY 100 FT THEN NORTHERLY 125 FT TO THE POB.

Parcel Number: 29 10 22 4 000 077

Last Assessed to: HALL ALPHONSE JOSEPH JR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 13, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 21, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1213 TEXAS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **HALL ALPHONSE JOSEPH JR** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 22 4 000 077
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: COMMENCING AT THE SOUTHEAST INTERSECTION OF TEXAS STREET AND GEORGIA AVENUE THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF TEXAS STREET 430 FT(S) TO THE POB. CONTINUE EASTERLY 100 FT THEN SOUTHERLY 129 FT THEN WESTERLY 100 FT THEN NORTHERLY 125 FT TO THE POB.

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

1213 TEXAS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	07/29/2025	Comments	

Property Score			
Score	69	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-7-25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 1213 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.


APR 13 2026 13:59


APR 13 2026 14:00


APR 13 2026 14:00


APR 13 2026 13:59


APR 13 2026 13:59


APR 13 2026 13:59


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APR 13 2026 14:00


APR 13 2026 14:00


APR 13 2026 14:00

Affidavit of Mailed Notice

April 13, 2026

State of Alabama
County of Mobile

Subject Property – 1213 Texas Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

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 **10** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
1215 Texas Street
Mobile AL 36604

February 27, 2026

RE: 1213 Texas Street
Project Number: ME-047-25

Dear Owner:

On February 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1213 Texas Street.

I. **PROPERTY** The legal description of the Property is as follows:

COMMENCING AT THE SOUTHEAST INTERSECTION OF TEXAS STREET AND GEORGIA AVENUE THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF TEXAS STREET 430 FT(S) TO THE POB. CONTINUE EASTERLY 100 FT THEN SOUTHERLY 129 FT THEN WESTERLY 100 FT THEN NORTHERLY 125 FT TO THE POB.

Parcel Number: 29 10 22 4 000 077

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 **April 13,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 13,2026,** provide the Code Official with a work plan to accomplish the repairs by **April 13,2026,** 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 **April 13,2026,** 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 April 21, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1215 Texas Street** Date: August 22, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 15, 2025

Per the Title Report, the owner is: Tarrica Madison, Alma M. Hickman and Kenneth Jamar Osborne, as heirs-at-law and next-of-kin of Alphonse Joseph Hall, Jr., deceased

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 1215 Texas St Mobile AL 36604	Subject/location address
2	Owner 1213 Texas St Mobile AL 36604	Secondary address
3	Tarrica Madison 220 Country Mill Ln Stockbridge GA 30281-4554	Heir at law and next of kin – Phone numbers 404-421-3462, 251-401-7951, 678-759-2363 good 2025 – Lexis address good 2025
4	Tarrica Madison 72 Dogwood Trail Dr Stockbridge GA 30281-6001	LexisNexis address good 7/2025
5	Tarrica Madison PO Box 849 Rex GA 30273-0849	LexisNexis address good 6/2025
6	Alma M. Hickman 1203 South Dr Mobile AL 36605-3539	Heir at law and next of kin – Phone numbers are 251-753-4358, 251-458-9862, 251-508-3894 and 251-476-0295 good 2025. Lexis address good 2025

7	Kenneth Jamar Osborne 1510 Alhambra Way S Saint Petersburg FL 33705-4626	Heir at law and next of kin – Phone numbers are 813-600-8453, 727-867-3650, 727-525-0413 good 2025

TAX STATUS: 2024 TAXES WERE EXEMPT DUE TO AGE AND INCOME OF ALPHONSE JOSEPH HALL, JR. (NOW DECEASED) 2025 TAXES WILL BE DUE IN OCTOBER 2025

Parties with recorded liens per Title Report:

8	Portfolio Recovery Associates, LLC c/o Jason Brady Patrick PO Box 312277 Enterprise AL 36331	Portfolio Recovery Associates, LLC Vs Alphonse Hall, Jr., filed 7/01/2020, recorded 12/31/2020, instrument number 2020080276 – case # SM2019905207
9	AscensionPoint Recovery Services, LLC 200 Coon Rapids Blvd Ste 200 Coon Rapids, MN 55433	AscensionPoint Recovery Services, LLC Vs Alphonse J. Hall, claim 5/29/2025
10	Spire FKA Mobile Gas Service Corp. 2828 Dauphin St. Mobile, AL 36606	Mobile Gas Service Corp. vs Estate of Margruite Hall. Filed 11/12/1999, and recorded 11/19/1999 in property BK 4777 Page 1518.

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Samantha Ingram – 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 **1215 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. 1, 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1215 TEXAS STREET** described as:

COMMENCING AT THE SOUTHEAST INTERSECTION OF TEXAS STREET AND GEORGIA AVENUE THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF TEXAS STREET 430 FT(S) TO THE POB. CONTINUE EASTERLY 100 FT THEN SOUTHERLY 129 FT THEN WESTERLY 100 FT THEN NORTHERLY 125 FT TO THE POB.

Parcel Number: 29 10 22 4 000 077

Last Assessed to: HALL ALPHONSE JOSEPH JR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 13, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 21, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1215 TEXAS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **HALL ALPHONSE JOSEPH JR** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 22 4 000 077
COUNCIL DISTRICT 2 – SAMANTHA INGRAM
LEGAL DESCRIPTION: COMMENCING AT THE SOUTHEAST INTERSECTION OF TEXAS STREET AND GEORGIA AVENUE THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF TEXAS STREET 430 FT(S) TO THE POB. CONTINUE EASTERLY 100 FT THEN SOUTHERLY 129 FT THEN WESTERLY 100 FT THEN NORTHERLY 125 FT TO THE POB.

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1215 TEXAS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	07/29/2025	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 8-7-25

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 1215 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.


APR 13 2026 13:57


APR 13 2026 13:57


APR 13 2026 13:57


APR 13 2026 13:58


APR 13 2026 13:58


APR 13 2026 13:58


APR 13 2026 13:58

Affidavit of Mailed Notice

April 13, 2026

State of Alabama
County of Mobile

Subject Property – 1215 Texas Street.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

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 **10** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
1215 Texas Street
Mobile AL 36604

February 27, 2026

RE: 1215 Texas Street
Project Number: ME-047-25

Dear Owner:

On February 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1215 Texas Street.

I. **PROPERTY** The legal description of the Property is as follows:

COMMENCING AT THE SOUTHEAST INTERSECTION OF TEXAS STREET AND GEORGIA AVENUE THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF TEXAS STREET 430 FT(S) TO THE POB. CONTINUE EASTERLY 100 FT THEN SOUTHERLY 129 FT THEN WESTERLY 100 FT THEN NORTHERLY 125 FT TO THE POB.

Parcel Number: 29 10 22 4 000 077

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 **April 13,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 13,2026,** provide the Code Official with a work plan to accomplish the repairs by **April 13,2026,** 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 **April 13,2026,** 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 April 21, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1215 Texas Street** Date: August 22, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 15, 2025

Per the Title Report, the owner is: Tarrica Madison, Alma M. Hickman and Kenneth Jamar Osborne, as heirs-at-law and next-of-kin of Alphonse Joseph Hall, Jr., deceased

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 1215 Texas St Mobile AL 36604	Subject/location address
2	Owner 1213 Texas St Mobile AL 36604	Secondary address
3	Tarrica Madison 220 Country Mill Ln Stockbridge GA 30281-4554	Heir at law and next of kin – Phone numbers 404-421-3462, 251-401-7951, 678-759-2363 good 2025 – Lexis address good 2025
4	Tarrica Madison 72 Dogwood Trail Dr Stockbridge GA 30281-6001	LexisNexis address good 7/2025
5	Tarrica Madison PO Box 849 Rex GA 30273-0849	LexisNexis address good 6/2025
6	Alma M. Hickman 1203 South Dr Mobile AL 36605-3539	Heir at law and next of kin – Phone numbers are 251-753-4358, 251-458-9862, 251-508-3894 and 251-476-0295 good 2025. Lexis address good 2025

7	Kenneth Jamar Osborne 1510 Alhambra Way S Saint Petersburg FL 33705-4626	Heir at law and next of kin – Phone numbers are 813-600-8453, 727-867-3650, 727-525-0413 good 2025

TAX STATUS: 2024 TAXES WERE EXEMPT DUE TO AGE AND INCOME OF ALPHONSE JOSEPH HALL, JR. (NOW DECEASED) 2025 TAXES WILL BE DUE IN OCTOBER 2025

Parties with recorded liens per Title Report:

8	Portfolio Recovery Associates, LLC c/o Jason Brady Patrick PO Box 312277 Enterprise AL 36331	Portfolio Recovery Associates, LLC Vs Alphonse Hall, Jr., filed 7/01/2020, recorded 12/31/2020, instrument number 2020080276 – case # SM2019905207
9	AscensionPoint Recovery Services, LLC 200 Coon Rapids Blvd Ste 200 Coon Rapids, MN 55433	AscensionPoint Recovery Services, LLC Vs Alphonse J. Hall, claim 5/29/2025
10	Spire FKA Mobile Gas Service Corp. 2828 Dauphin St. Mobile, AL 36606	Mobile Gas Service Corp. vs Estate of Margruite Hall. Filed 11/12/1999, and recorded 11/19/1999 in property BK 4777 Page 1518.

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: CJ Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **2513 KARAGAN DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2513 KARAGAN DRIVE** described as:

LOT 10 BLK 2 KARAGAN SUB MBK 8 PG 201 #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 287

Last Assessed to: 1625 LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 13, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 21, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2513 KARAGAN DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **1625 LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 007 287
COUNCIL DISTRICT 3 – CJ SMALL
LEGAL DESCRIPTION: LOT 10 BLK 2 KARAGAN SUB MBK 8 PG 201 #SEC 51 T4S R1W #MP29 09 51 0 007

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

2513 KARAGAN DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	12/12/2025	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-5-24

Votes 5-0-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/26/2026

Property Address: 2513 Karagan Drive **District No:** 3

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


APR 13 2026 12:18


APR 13 2026 12:18


APR 13 2026 12:19


APR 13 2026 12:19


APR 13 2026 12:20


APR 13 2026 12:20


APR 13 2026 12:20

Affidavit of Mailed Notice

April 13, 2026

State of Alabama
County of Mobile

Subject Property – 2513 Karagan Drive.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Alex Calvillo
2513 Karagan Drive
Mobile AL 36606-4630

February 27, 2026

RE: 2513 Karagan Drive
Project Number: ME-003-26

Dear Alex Calvillo:

On February 26, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2513 Karagan Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 10 BLK 2 KARAGAN SUB MBK 8 PG 201 #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 287

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 **April 13,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 13,2026,** provide the Code Official with a work plan to accomplish the repairs by **April 13,2026,** 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 **April 13,2026,** 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 April 21, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **2513 Karagan Drive** Date: January 28, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 22, 2026

Per the Title Report, the owner is: Alex Calvillo

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Alex Calvillo 2513 Karagan Dr Mobile AL 36606-4630	Owner – Subject/location address – Phone numbers are 251-348-1622, 251-666-2131, and 703-929-2205 good 2026
2	Alex Calvillo 2308 East Rd Mobile AL 36693-3224	LexisNexis address good 1/2026 – Deed address

TAX STATUS: 2025 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages:

3	GMAC Mortgage, LLC. 1100 Virginia Dr Fort Washington PA 19034	FHA Case 011-571761-9-703 – Mortgage BK 6280 Pg 821 in the name of Lasonya Robonson – Not released and no cancellation available. MIN-1000375-0180797300-5 $67,441.00 November 1, 2037 payoff date.

Lis Pendens: NONE

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **April 14, 2026**

SUBJECT: **Weed Lien Group 1672 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1672.** Please place these on the City Council's Agenda for **April 21, 2026.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	5675
	1672	Res. No.
11/12/2025	LOTS TO BE DECLARED	58-1421
12/16/2025	LOTS FOR PUBLIC HEARING	58-1540
4/21/2026	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	2451 Salvia St N	62638	81576	$ 186.25	2	
2	2508 Courtney St S	71121	81577	$ 50.00	3	CBO
3	1357 Houston St	53918	51578	$ 50.00	2	CBO
4	7214 Ninth St	55002	81582	$ 50.00	7	CBO
5	2871 Mill St	68233	81583	$ 50.00	1	CBO
6	2873 Frederick St	56638	81584	$ -	1	WL
7	300 Union Ave	5660	81585	$ 205.76	1	
8	1250 Oak Lane Dr	52144	81586	$ 665.00	7	
9	601 Sweeney Lane	63515	81587	$ -	2	CBD
10	651 Welworth St	60939	81588	$ 50.00	1	CBO
11	1917 Seale St	63263	81594	$ 175.00	1	
12	7142 Mobile St	43518	81595	$ -	4	WL
13	4273 Higgins Rd	70253	81596	$ 568.29	4	
14	3752 Sheips Lane	52904	81597	$ 50.00	5	CBO
15	3725 Alba Club Rd	49799	81598	$ 273.99	3	
16	1203 Oak Lane Cir W	52184	81602	$ 175.00	7	
17	1559 California St	58911	81603	$ 700.00	2	
18	405 Flint St	51540	81604	$ 175.00	2	
19	1210 Alba St	64904	81605	$ -	3	CBD
20	552 S Ann St	59950	81606	$ 175.00	3	
				$ 3,599.29		

Numbers of lots cut
District total for this group

1	5
2	5
3	4
4	2
5	1
6	0
7	3
	20

Numbers of lots cut

1	2
2	3
3	2
4	1
5	0
6	0
7	2
	10

*ADD Added in from other Groups
*CBD Cut Before Declared
*CBO Cut By Owner
*N/A Taken out by Inspector

Marchetta Daute 4-15-26

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **FENTON NELSON CLYDE**

Address: **102 TIMBER RIDGE BLVD**

City, State, Zip: **PASS CHRIS, MS 39571-2527**

Group Number: **1672** Item # **1**

Lot Description: **LOT 10 BLK G CESSNA PLACE SUBDIV 3RD UNIT MBK 6 P 265-266 #SEC 29 T4S R1W #MP29 09 29 3 001 (29 09 29 3 001 083.XXX) 2451 SALVIA ST N**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000			$	125.0000	$	-
Standard Rate		10,900	$	0.0125	$	**136.25**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**186.25**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner:	**BUSH HOWARD MASON & DEBORAH**		
Address:	**2508 COURTNEY ST S**		
City, State, Zip:	**MOBILE, AL 36606-2149**		
Group Number:	**1672**	Item #	**2**

Lot Description: **LOT 76 FAIRMONT SUB MBK 5 P 223-24 #SEC 51 T4S R1W #MP29 09 51 0 007 (29 09 51 0 007 042.XXX) 2508 COURTNEY ST S**

Nuisance Date:	11/12/2025	Posting Date:	12/9/2025	Hearing Date:	12/16/2025
Date lot was cut:	N/A	Contractor: N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,973	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelica Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Group Number: **1672** Item # **3**

Lot Description: **LOT 7 HOUSTON STREET 2ND EXT MBK 3 P 477 #SEC 36 T4S R1W #MP29 11 36 0 005 (29 11 36 0 005 002.XXX) 1357 HOUSTON ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,750	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **GET MAD LLC**

Address: **3862 GULF SHORES PKWY**

City, State, Zip: **GULF SHORES, AL 36542-2819**

Group Number: **1672** Item # **4**

Lot Description: **LOTS 11 & 12 BLK 19 MOBILE TERRACE DBK 156 P 540 ALSO ATT'D 393/546 1-23 #SEC 18 T4S R2W #MP28 04 18 1 003 (28 04 18 1 003 073.XXX) 7214 NINTH ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,136	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **BLISS ENTERPRISES, INC**

Address: **3537 DENNY AVE**

City, State, Zip: **PASCAGOULA, MS 39581-5416**

Group Number: **1672** Item # **5**

Lot Description: **LOTS 7-8-9-10-11-12 & 13 OF NEESES 2ND ADD TO CRICHTON MBK 5 P 325 #SEC 07 T4S R1W #MP29 03 07 4 003 (29 03 07 4 003 078.XXX) 2871 MILL ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	43,896	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **K-QUAD LLC**

Address: **2600 CRESCENT CLUB DR**

City, State, Zip: **HIXON, TN 37343-4517**

Group Number: **1672** Item # **7**

Lot Description: **LOT 11 & S 1/2 OF LOT 10 BLK 1 NEESES ADD TO CRICTION MBK 4 PG 168 #SEC 18 T4S R1W #MP29 08 18 1 003 (29 08 18 1 003 076.XXX) 300 UNION ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		12,461	$	0.0125	$	**155.76**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**205.76**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **WILLIAMS LEONARD RAY**

ATTN MARILYN LANG WILLIAMS

Address: **5629 CAROLINA AVE**

City, State, Zip: **GROVES, TX 77619-3953**

Group Number: **1672** Item # **8**

Lot Description: **LOT 5 BLK 4 OAK LAND DR SUB MBK 9 P 22 #SEC 12 T4S R2W #MP28 01 12 2 002 (28 01 12 2 002 099.XXX) 1250 OAK LANE DR**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,539	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	70	$	7.00	$	490.00
		Total Project Cost:			$	665.00

Sheila Dean
SECRETARY

Marquetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **THOMAS PHILIP & WILLIE B**

C/O CARLOS THOMAS

Address: **133 AUTUMN HAVEN LN**

City, State, Zip: **MADISON, AL 35758-9208**

Group Number: **1672** Item # **10**

Lot Description: **ALL THAT PART OF LOT 5 BLK B KELLEY SUB MBK 4/468-469 BY A LINE DESC AS FOLL BEG AT THE NE COR OF LOT 5 ABOVE WHICH PT IS ON THE W/S OF WELWORTH ST & RUN TH S 40 DEG E 31.3 FT TO THE SE COR OF THE AFORESD LOT 5 TH RUN SWLY TO A PT ON THE W/L OF LOT 5 WHICH LIES 75 FT SE OF THE NW COT OF SD SAID LOT 5 RUN TH N 40 DEGS 10 MINS W ALG THE W/L OF LOT 5 75 FT TO THE NW COR THEREOF RUN TH N 61 DEG E & ALG THE N/L OF LOT 5 123.7 FT TO THE POB #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 140.XXX) 651 WELWORTH ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,353	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Wade
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **HERRON SANDRA**

Address: **1917 SEAL ST**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1672** Item # **11**

Lot Description: **LOT 18 BLK 5 REVISED FINAL PT MCDONALD BROTHERS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 241.XXX) 1917 SEALE ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,908	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

Tony Tash
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **PASIERB ZBIGNIEW JOZEF & TERESA**

Address: **4273 HIGGINS RD**

City, State, Zip: **MOBILE, AL 36619-8912**

Group Number: **1672** Item # **13**

Lot Description: **LOT 158 EVERGREEN GARDENS UNIT 2 MBK 5 P 699 #SEC 24 T5S R2W #MP33 06 24 3 002 (33 06 24 3 002 002.XXX) 4273 HIGGINS RD**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		41,463	$	0.0125	$	**518.29**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**568.29**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
April 14, 2026

Lot Owner:	**BRITT BRUCE H & ELIZABETH**
	C/O SECRETARY OF HOUSING &
Address:	**14002 E 21TH ST STE 300**
City, State, Zip:	**TULSA, OK 74134-1421**
Group Number:	**1672** Item # **14**

Lot Description: **LOT 13 & W 1/2 OF LOT 14 PINE VIEW HGTS MBK 4 P 405-408 #SEC 14 T4S R2W #MP28 06 14 1 001 (28 06 14 1 001 024.XXX) 3752 SHEIPS LN**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,531	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Tarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **JUR AARON JOSEPH**

Address: **3725 ALBA CLUB RD**

City, State, Zip: **MOBILE, AL 36605-4461**

Group Number: **1672** Item # **15**

Lot Description: **PARCEL "A" BEG AT NE COR OF LOT 8 OF RESURVEY OF DOG RIVER PARK AS REC IN MBK 6 PGS 267-268 TH SW ALG E/L OF LOT 8 A DIS OF 114.6 FT TH 90 DEG TO RT RUN NW & PAR TO N/L OF LOT 8 A DIS OF 166.2 FT TO E/L OF ALBA CLUB RD TH 90 DEG TO RT RUN NELY ALG E/L OF ALBA CLUB RD 114.6 FT TO N/L OF LOT 7 OF SD RESURVEY OF DOG RIVER PARK TH 90 DEG RT RUN SELY ALG N/L OF SD LOTS 7 & 8 A DIS OF 166.2 FT TO POB BEING PORTION OF LOTS 7 & 8 (3725 ALBA CLUB ROAD) #SEC 40 T5S R1W #MP32 10 40 0 004 (32 10 40 0 004 061.01X) 3725 ALBA CLUB RD**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		17,919	$	0.0125	$	**223.99**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**273.99**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **GROW SAFETY ASSET LLC**

Address: **664 CORONADO HILLS DR**

City, State, Zip: **SAN MARCOS, CA 92078-5006**

Group Number: **1672** Item # **16**

Lot Description: **LOT 9 BLK 2 OAK LANE SUB MBK 9 PG 22 #SEC 12 T4S R2W #MP28 01 12 2 002 (28 01 12 2 002 074.XXX) 1203 OAK LN CIR W**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,928	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

Tony Hayes
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **COLEY HENRY & NETTIE T**

Address: **3028 JACOBS DR**

City, State, Zip: **MOBILE, AL 36605-4054**

Group Number: **1672** Item # **17**

Lot Description: **LOT 2 BLK 1 ZIMLICH & STRAUSS ADD TO MOBILE DBK 156 NS P 52 MORE PART DESC AS FOLL COM AT A PT ON THE S/S OF CALIFORNIA ST 50 FT E OF SE COR OF CALIFORNIA & TUTTLE AVE RUN TH ELY ON THE S/S OF CALIFORNIA ST 50 FT TH SLY & PAR WITH TUTTLE AVE 150 FT TH WLY 50 FT TH NLY 150 FT TO POB #SEC 28 T4S R1W #MP29 10 28 1 003 (29 10 28 1 003 044.XXX) 1559 CALIFORNIA ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,969	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	75	$	7.00	$	525.00
		Total Project Cost:			$	700.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

Terry Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner:	**Alabama Dept. of Revenue**
	ATTN: Shelly Tice
	Property Tax Division
Address:	**P. O. Box 327210**
City, State, Zip:	**Montgomery, AL 36132-7210**
Group Number:	**1672** Item # **18**

Lot Description: **LOT 16 BLK 16 GLENDALE PARK DBK 61/316 #SEC 27 T4S R1W #MP29 10 27 2 001 (29 10 27 2 001 084.XXX) 405 FLINT ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,000	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Dean
SECRETARY

Marsheth Jacks
INSPECTOR

Jerry Cook
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 14, 2026

Lot Owner: **GAMBLE RUTH A**

Address: **552 S ANN ST**

City, State, Zip: **MOBILE, AL 36604**

Group Number: **1672** Item # **20**

Lot Description: **LOT 2 BLK 9 GLENDALE PARK DBK 61 N S P 316-17 ALSO A STRIP OF GROUND 16 FT M/L IN WIDTH LYING BET THE E/L OF LOT 2 BLK 9 GLENDALE PARK DBK 61 N S P 316-17 & THE PRESENT ROW/L OF ANN ST TH N/L OF SD STRIP BEING E WARD PRJTN OF N/L OF SD LOT 2 & S/L IF SD STRIP BE- ING E WARD PRJTN OF S/L OF SD LOT 2 #SEC 27 T4S R1W #MP29 10 27 2 003 (LOT 2 BLK 9 GLENDALE PARK DBK 61 N S P 316-17 ALSO A STRIP OF GROUND 16 FT M/L IN WIDTH LYING BET THE E/L OF LOT 2 BLK 9 GLENDALE PARK DBK 61 N S P 316-17 & THE PRESENT ROW/L OF ANN ST TH N/L OF SD STRIP BEING E WARD PRJTN OF N/L OF SD LOT 2 & S/L IF SD STRIP BE- ING E WARD PRJTN OF S/L OF SD LOT 2 #SEC 27 T4S R1W #MP29 10 27 2 003 (29 10 27 2 003 074.XXX) 552 S ANN ST**

Nuisance Date: 11/12/2025 Posting Date: 12/9/2025 Hearing Date: 12/16/2025

Date lot was cut: 4/7/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,800	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1672** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

60- 2026

R E S O L U T I ON

Sponsored by: Mayor Spiro Cheriogotis

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

March 2026 FFOM – Christian T. Williams (Emp #17845)

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

Adopted:

_____

City Clerk

Email address	sprinklec@cityofmobile.gov
Name of Nominee	Christian Williams
Rank of Nominee	Driver Firefighter/Fire Medic
Assignment of Nominee	Rescue 1
Date of Incident	Aug 06, 2025
Incident Number	F2508060027
Meritorious Period (To and From)	August 6, 2025 0728Hrs to 0915Hrs
Type of Award being reguested	Employee of the Month
Summary of Incident / Action	Note: This was previously submitted by Chief Mckenna just after the incident occurred. Christian exemplifies what it means to wear this uniform; he is a leader and a great paramedic. He constantly goes above the requirements of his job demonstrating what most should strive for. On this day Christian had just left the fire station on his "OFF DAY" when a fire came in the morning of August 6 0728hrs at 5612 Racine Ave. He arrived on scene via POV and began attempting to help rescue a trapped victim inside the home. He forced the locked door by himself with no tools and entered the residence, but heavy fire conditions and blinding smoke pushed him down and back. E1 & R1 arrived on scene, at this time Christian ran to E1 and pulled the initial handline stretching it to the door for E1 crew. After placing the handline at the door and flaking out slack, he went to R1 and retrieved medical equipment and the stretcher staging it in preparation for victim removal. Once the victim was located and removed, Christian was there with the stretcher immediately beginning CPR and other life saving measures. He helped load the patient and transport to the hospital performing multiple ALS procedures while enroute. I witnessed all of this and have video recorded by a civilian bystander to confirm all that took place. He displayed what it means to go above and beyond the call of duty that morning and had no hesitation performing his duties just as he always does at the highest level. It is my belief that he more than earned the privilege to be awarded the Fire Fighter of The Month and Driver of The Year if the committee feels it appropriate.

FIREFIGHTER

OF THE MONTH

Christian T. Williams

The Mobile Fire-Rescue Department (MFRD) is proud to honor FireMedic Driver Christian T. Williams as the Firefighter of the Month for March 2026 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

March 2026

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL	BARRY N. GLISSON	SPIRO CHERIOGOTIS
PRESIDENT, MOBILE CITY COUNCIL	FIRE CHIEF	MAYOR, CITY OF MOBILE

R E S O L U T I O N

Sponsored by: Council President C.J. Small, District 3

WHEREAS, the City Council passed Resolution 60-283 on March 17, 2026; and

WHEREAS, the City Council wishes to rescind Resolution 60-283 in its entirety;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Council rescinds Resolution 60-283 in its entirety.

ADOPTED:

_____

CITY CLERK

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

Sponsored by: Councilmember *Beau Fleming*

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$2,500.00*** *to* ***Spring Hill College****,* from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Spring Hill College****,* 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 ***Spring Hill College****,* will be used to *assist with the 2nd Annual Soiree sur L'Avenue on April 29, 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,500.00 Spring Hill College****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember *Beau Fleming*

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$2,000.00*** *to* ***United Way of Southwest Alabama****,* from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***United Way of Southwest Alabama****,* 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 ***United Way of Southwest Alabama****,* will be used to *assist with the United Way 2-1-1 throughout District 5.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,000.00 United Way of Southwest Alabama****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **Eight Thousand Eight Hundred Dollars ($8,800.00)** is hereby transferred from:

- **Parking Garage Fund, Parking Lot Revenues**
  General Fund, ORG. 61000001 OBJ# 34460

To:

- **Capital Project No. E0043**
  Traffic Engr – Street Traffic Imprs
  (Capital Improvement Fund (2000))

Said funds shall be used for the purchase of standard black downtown signposts related to and for use with new standardized parking signage.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 4/14/26

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 2

REQUEST: Please transfer $ 8,800.00

FROM ORG / OBJECT #: 61000001 34460

ACCOUNT NAME: GENERAL FUND, PARK GAR, PARK REV

DEPT. PROJECT#: 2500

TO CAPITAL PROJECT FUND #: E0043

PROJECT NAME: TRAFFIC ENGR- STREET TRAFFIC IMPRS

ACCT PROJECT STRING#:

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - Arrington Drive to 5428 Warrenton Court.

Amount of Contract:
$22,459.96

Funding Source
General fund.

ATTACHMENTS:
1. 20260409 Butler Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - Arrington Drive to 5428 Warrenton Court.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,459.96

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10639	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – ARRINGTON DRIVE TO 5428 WARRENTON COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$22,459.96	(297507) BUTLER COMPLETE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010639-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor
BUTLER COMPLETE SERVICES LLC
2808 GASLIGHT LN EAST

MOBILE, AL 36695

Tel#2515917278
Fax 2512877525

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/08/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-81 ARRINGTON DR TO 5428 WARRENTON CT Additional Description Notes --- DISTRICT 4	1.00 EACH	22459.96000	22459.96
1	1000.40.20.2070.2096.2070.0000.0000.42155.			22459.96

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 22459.96

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	22459.96	3642113.56
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00010639-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC	PUBLIC WORKS ADMIN.
2808 GASLIGHT LN EAST	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36695	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2515917278	
Fax 2512877525	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/08/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/09/26	MATTHEW ANDERSON	
Approved	04/09/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	04/09/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	04/09/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/09/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/09/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/09/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/09/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/09/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/09/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/09/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/09/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

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 _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

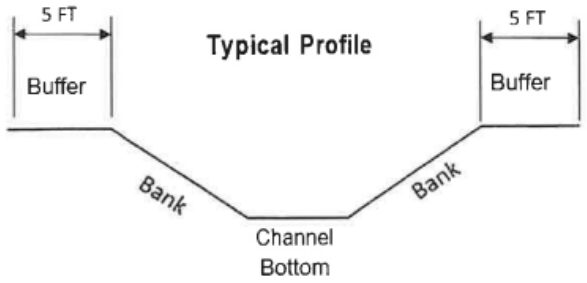
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

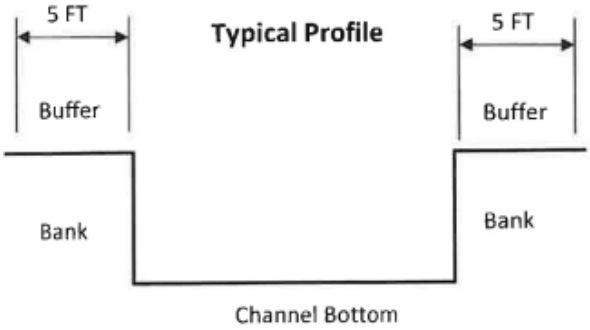
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



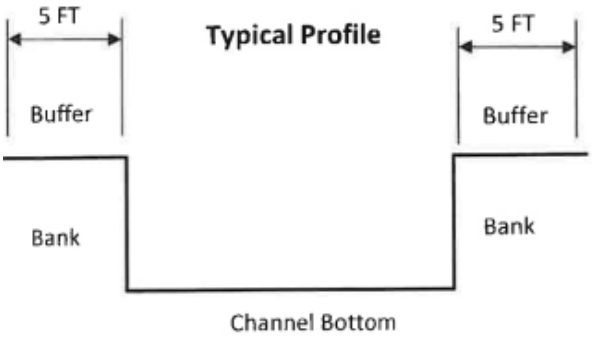
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



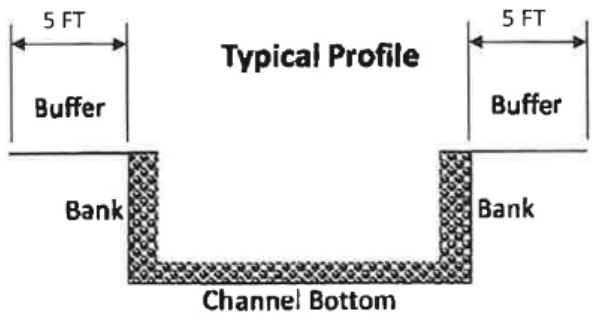
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



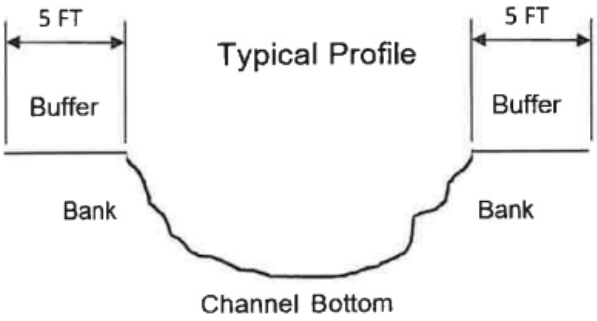
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm drainage vegetation and debris removal - Spring Branch, Prichard Avenue to Reynolds Avenue.

Amount of Contract:
$22,224.93

Funding Source
General fund

ATTACHMENTS:
1. 20260409 Gaines Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gaines Utility Construction Company LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm drainage vegetation and debris removal - Spring Branch, Prichard Avenue to Reynolds Avenue.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,224.93

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10641	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – SPRING BRANCH, PRICHARD AVENUE TO REYNOLDS AVENUE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$22,224.93	(295242) GAINES UTILITY CONSTRUCTOIN COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00010641-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC	PUBLIC WORKS ADMIN.
PO BOX 219	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
CALVERT, AL 36513	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2513072407	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/08/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-79 PRICHARD AVE TO REYNOLDS AVE	1.00 EACH	22224.93000	22224.93

Additional Description Notes

DISTRICT 2

1 1000.40.20.2070.2096.2070.0000.0000.42155. 22224.93

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 22224.93

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	22224.93	3642113.56
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00010641-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC PO BOX 219 CALVERT, AL 36513 Tel#2513072407	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/08/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/09/26	MATTHEW ANDERSON	
Approved	04/09/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	04/09/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	04/09/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/09/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/09/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/09/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/09/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/09/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/09/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/09/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/09/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

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 _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

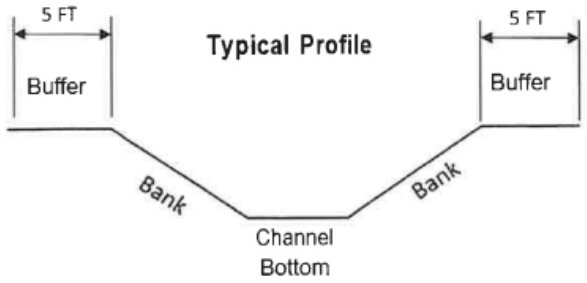
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

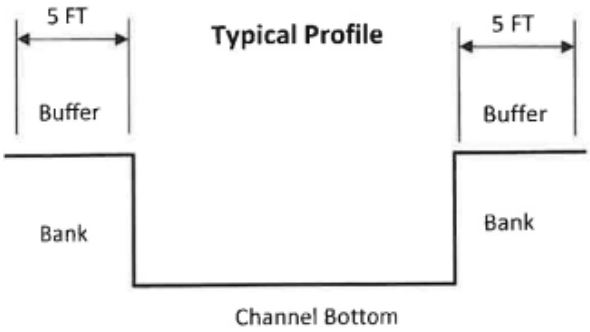
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



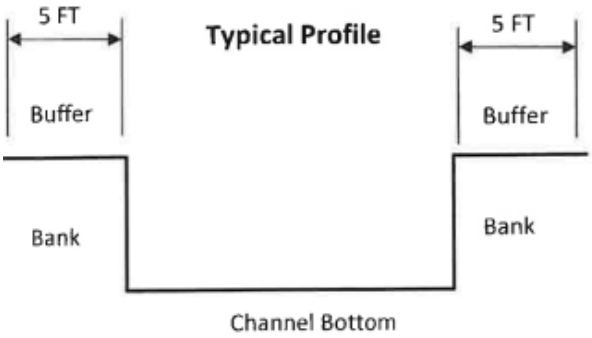
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



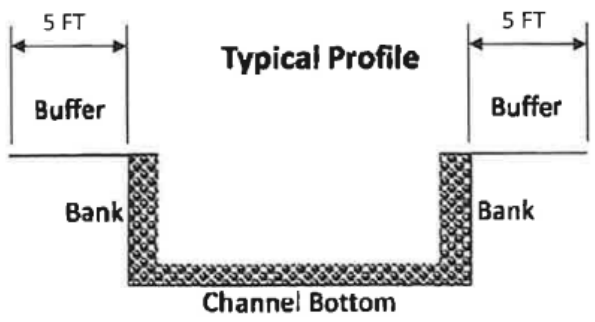
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



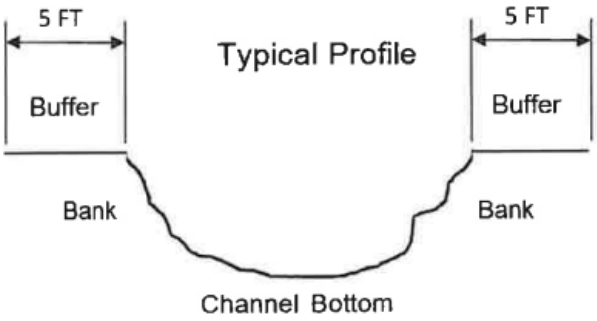
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Invasive Management Services, Inc., for storm drainage vegetation and debris removal - 3505 Vista Ridge Drive to junction at 3609 Vista Ridge Drive

Amount of Contract:
$24,524.16

Funding Source
General fund.

ATTACHMENTS:
1. 20260416 Invasive Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Invasive Management Services, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Invasive Management Services, Inc., for storm drainage vegetation and debris removal - 3505 Vista Ridge Drive to junction at 3609 Vista Ridge Drive
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,524.16

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10979	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3505 VISTA RIDGE DRIVE TO JUNCTION AT 3609 VISTA RIDGE DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$24,524.16	(294197) INVASIVE MANAGEMENT SERVICES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010979-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
IMS INVASIVE MANAGEMENT SERVICES
7920 SCHILLINGER PARK RD

MOBILE, AL 36608
UNITED STATES

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/26	294197				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-93 3505 VISTA RIDGE DR TO JUNCTION AT 3609 VISTA RIDGE DR Additional Description Notes --- DISTRICT 4	1.00 EACH	24524.16000	24524.16
1	1000.40.20.2070.2096.2070.0000.0000.42155.			24524.16

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 24524.16

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	24524.16	3442217.24

STORMWATER EXP DITCH MAINTENANCE

Bill To	Requisition 00010979-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 2

Vendor
IMS INVASIVE MANAGEMENT SERVICES
7920 SCHILLINGER PARK RD

MOBILE, AL 36608
UNITED STATES

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/26	294197				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/15/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/15/26	SHONNDA SMITH	
Approved	04/15/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/15/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/15/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/15/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/15/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/15/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/15/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/15/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/15/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/15/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
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LOCATION MAP(S) AND PHOTOS	EXHIBIT A
CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
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RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

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 _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

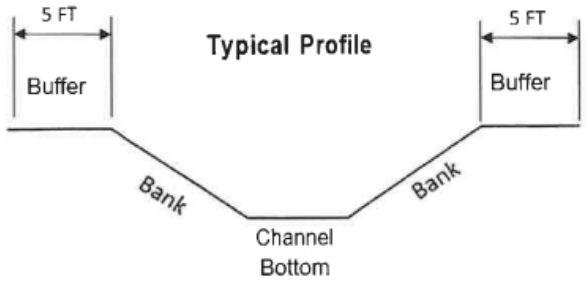
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

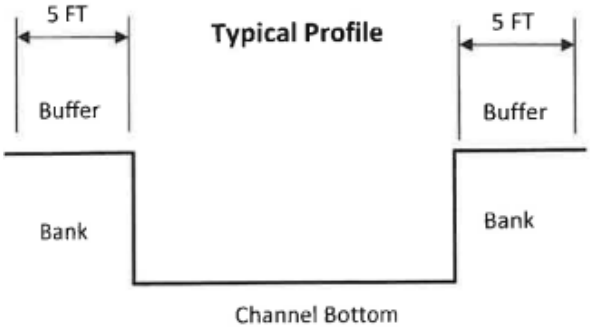
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



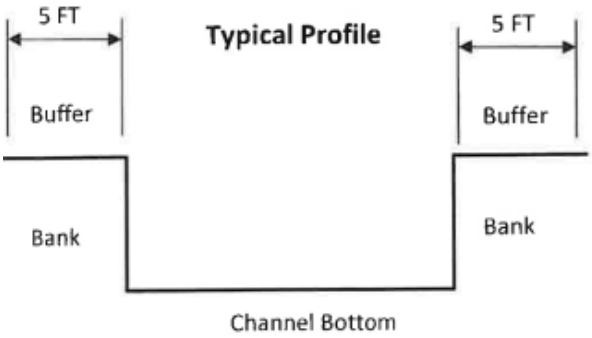
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



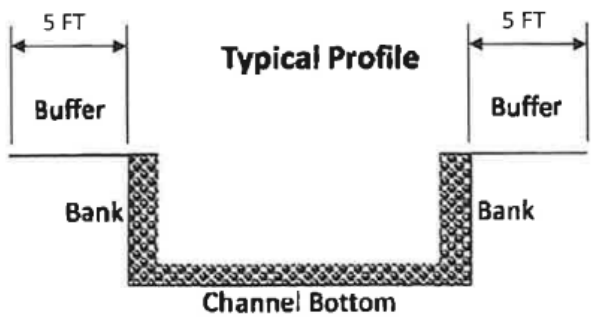
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



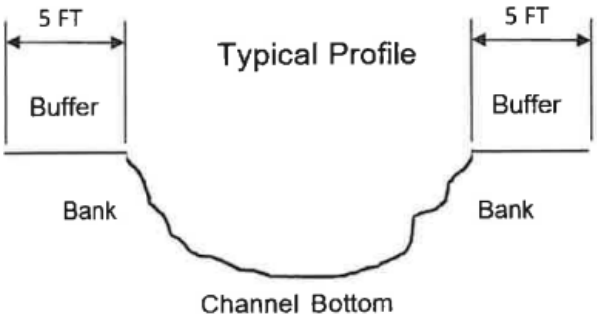
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to JJ Quality Homes LLC for storm drainage vegetation and debris removal - Outley Drive to Candia Court

Amount of Contract:
$28,091.20

Funding Source
General fund

ATTACHMENTS:
1. 20260416 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to JJ Quality Homes LLC for storm drainage vegetation and debris removal - Outley Drive to Candia Court
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $28,091.20

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10901	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL OUTLEY DRIVE TO CANDIA COURT– (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$28,091.20	(298831) J J QUALITY HOMES LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00010901-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor
J J QUALITY HOMES LLC
358 MCMILLAN AVE

MOBILE, AL 36604
US
Tel#2517215800

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-90 OUTLEY DR TO CANDIA CT Additional Description Notes --- DISTRICT 4	1.00 EACH	28091.20000	28091.20
1	1000.40.20.2070.2096.2070.0000.0000.42155.			28091.20

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 28091.20

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	28091.20	3438711.38
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00010901-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
J J QUALITY HOMES LLC
358 MCMILLAN AVE

MOBILE, AL 36604
US
Tel#2517215800

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/14/26	MATTHEW ANDERSON	
Approved	04/14/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	04/14/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	04/14/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/14/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/14/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/14/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/14/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/14/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/14/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/14/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/14/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/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	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

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 _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

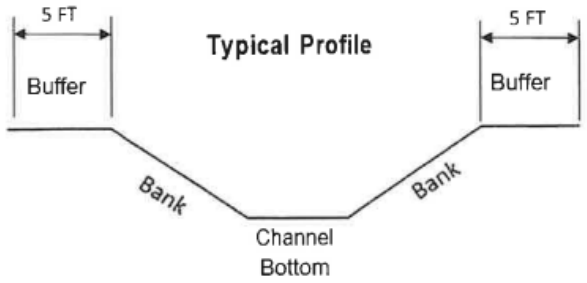
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

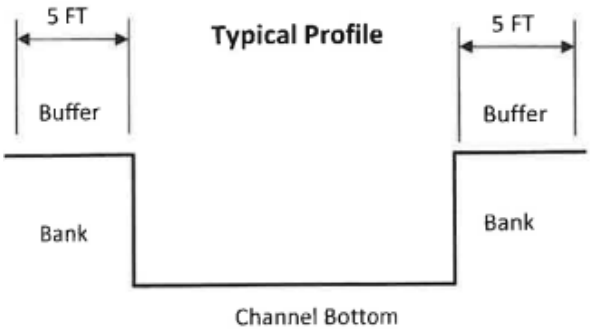
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



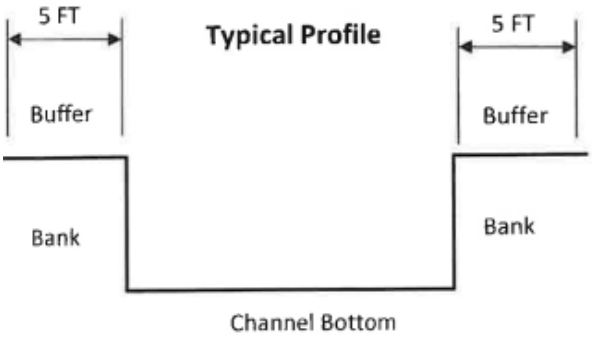
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



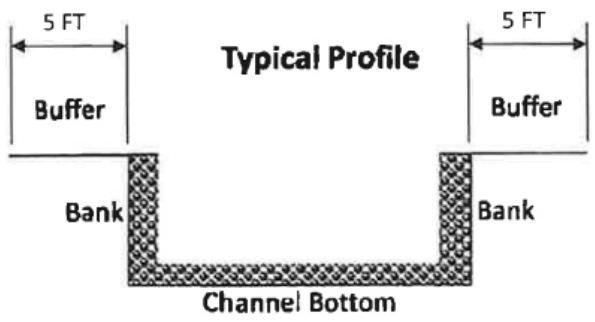
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



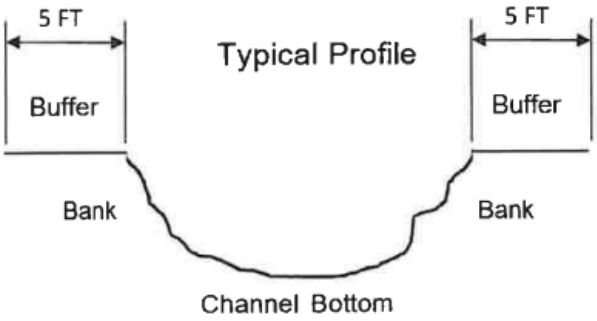
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Southern Realty Management Group LLC for storm drainage vegetation and debris removal - 958 Montlimar Drive

Amount of Contract:
$21,800.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260416 Southern Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Southern Realty Management Group, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Southern Realty Management Group LLC for storm drainage vegetation and debris removal - 958 Montlimar Drive
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,800.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10978	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 958 MONTLIMAR DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$21,800.00	(296787) SOUTHERN REALTY MANAGEMENT GROUP< LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2514237512	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-92 958 MONTLIMAR DR Additional Description Notes --- DISTRICT 5	1.00 EACH	21800.00000	21800.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			21800.00

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Requisition Link

Requisition Total 21800.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21800.00	3442217.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00010978-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2514237512	

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/15/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/15/26	SHONNDA SMITH	
Approved	04/15/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/15/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/15/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/15/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/15/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/15/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/15/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/15/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/15/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/15/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.

   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.

   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

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 _____for _____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 _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

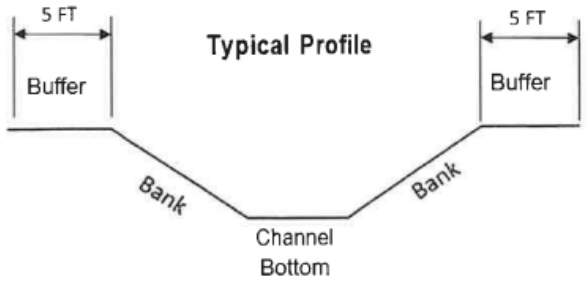
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

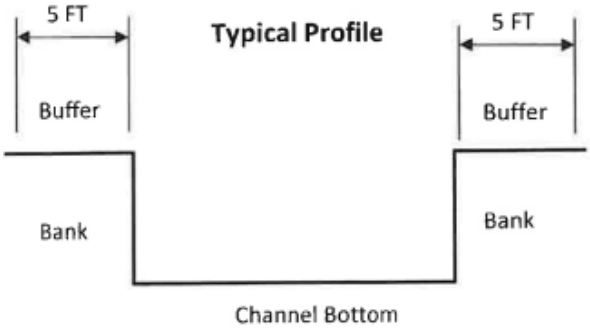
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



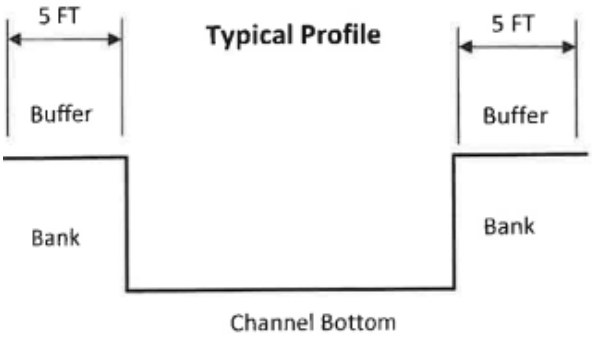
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



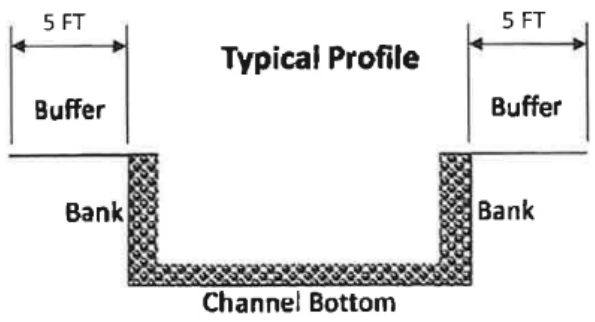
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



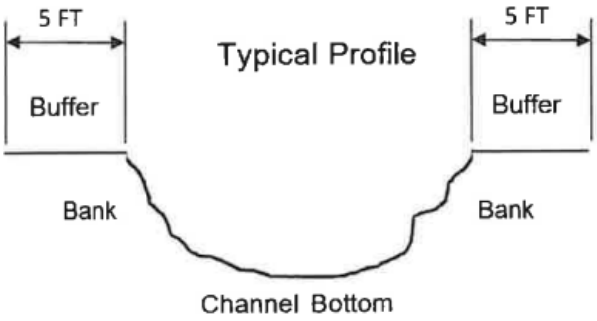
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Donohoo Chevrolet LLC. for 25 2026 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:
$1,283,337.50

Funding Source
General fund.

ATTACHMENTS:
1. 20260416 Donohoo Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Donohoo Chevrolet LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Donohoo Chevrolet LLC. for 25 2026 Chevrolet Tahoe PPV SUVs for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $1,283,337.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6035

How many bidders received bid packages (if applicable): 10 + web

How many bidders submitted bids (if applicable): 1

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10797	2026	(2050) FLEET MANAGEMENT-GARAGE	25 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 6035)	$1,283,337.50	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010797-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: ADAM LYNN
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.GOV
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/26	293039				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRONT SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE; SECOND ROW DELETE (ATZ);4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE AS PER CITY OF MOBILE BID # 6035 AND YOUR QUOTE	25.00 EACH	51333.50000	1283337.50

Additional Description Notes

2026 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRONT SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE; SECOND ROW DELETE (ATZ);4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE

AS REQUESTED BY 1530-POLICE DEPT

1	1000.30.15.1530.1530.1530.0000.0000.45040.	1283337.50

Bill To	Requisition 00010797-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: ADAM LYNN
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.GOV
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/26	293039				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 1283337.50

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	1283337.50	663613.31
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	04/10/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/10/26	SHONNDA SMITH	
Approved	04/10/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/13/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/13/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/13/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/13/26	SAMANTHA COOLEY	Auto approved by: 9105paij

Bill To	Requisition 00010797-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: ADAM LYNN
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.GOV
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/26	293039				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/13/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	04/13/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	04/13/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	04/13/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	04/13/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION
BID #6035
FOR 2026 PPV TAHOES

VENDOR	PRICE EA.
DONOHOO CHEVROLET	$51,333.50

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery: Bid Delivery Address:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
3/9/2026	6035	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, March 20, 2025

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 25-50	**POLICE PACKAGE TAHOES** 2026 or Newer Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • Four (4) additional remotes (AMF) for a total of six (6) keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive • 2nd Row Seat, delete option ATZ • City will have plastic prisoner seat installed at upfitting Make _____ Model _____ Upon award, the City plans to buy twenty-five (25) Tahoe PPV for Police patrol use. Vehicles must be available for delivery within three (3) business days of receipt of purchase order by vendor. Any other delivery times will be considered. Delivery times, as well as price, will be a consideration in the award of this bid. Delivery will be to upfit location in Ft. Payne, Alabama.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3					
	City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder.					
	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 thisrequirement 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.					
	For questions, email the Purchasing Department at: purchasing@cityofmobile.gov.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		Page 3 of 3					
		CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Pricing shall be firm for a three (3) month period, extendable for four (4) additional three (3) month periods if pricing and terms remain the same. BID WILL BE AWARDED ON AN ALL OR NONE BASIS.					
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or emailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to MFBS Corporation for furniture for Mayor's office spaces.

Amount of Contract:
$24,054.88

Funding Source
General fund.

ATTACHMENTS:
1. 20260410 MFBS Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: _____ (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to MFBS Corporation.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to MFBS Corporation for furniture for Mayor's office spaces.

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,054.88

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10740	2026	(0510)	FURNITURE FOR MAYOR OFFICE SPACES (PRICE BELOW BID REQUIREMENT)	$24,054.88	(TBD) MFBS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 1

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
001	K82L18LAU8RAU PAIRINGS,LOUNGE,1 SEAT,8 INCH ARMS UPHOLSTERED BACK UPHOLSTERY GRADE: GRADE 7 BACK UPHOLSTERY PATTERN COLOR: SILICA ETCH FLINT SEAT UPHOLSTERY GRADE: GRADE 7 SEAT UPHOLSTERY PATTERN COLOR: SILICA ETCH FLINT ARM UPHOLSTERY GRADE: GRADE 7 PRIMARY UPH PATTERN COLOR: SILICA ETCH FLINT KICK RAIL POWER MODULE: NO POWER MODULE ARM POWER MODULE: NO POWER MODULE LEG STYLE/COLOR: SPIDER,FOSSIL WALL CONNECTION: FULL BACK 7 70701 7 70701 7 70701 X X 109 FB GRADE 7 SILICA ETCH FLINT GRADE 7 SILICA ETCH FLINT GRADE 7 SILICA ETCH FLINT NO POWER MODULE NO POWER MODULE SPIDER, FOSSIL FULL BACK	2.00 EACH	1132.24000	2264.48
1	1000.10.05.0510.0510.0500.0000.0000.44010.			2264.48

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
Delivery Reference
BRANDI MONTGOMERY

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 2

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
002	K82L38LAU8RAU PAIRINGS,LOUNGE,3 SEAT,8 INCH ARMS UPHOLSTERED BACK UPHOLSTERY GRADE: GRADE 7 BACK UPHOLSTERY PATTERN COLOR: SILICA ETCH FLINT SEAT UPHOLSTERY GRADE: GRADE 7 SEAT UPHOLSTERY PATTERN COLOR: SILICA ETCH FLINT ARM UPHOLSTERY GRADE: GRADE 7 PRIMARY UPH PATTERN COLOR: SILICA ETCH FLINT KICK RAIL POWER MODULE: NO POWER MODULE ARM POWER MODULE: NO POWER MODULE LEG STYLE/COLOR: SPIDER,FOSSIL WALL CONNECTION: FULL BACK 7 70701 7 70701 7 70701 X X 109 FB GRADE 7 SILICA ETCH FLINT GRADE 7 SILICA ETCH FLINT GRADE 7 SILICA ETCH FLINT NO POWER MODULE NO POWER MODULE SPIDER, FOSSIL	1.00 EACH	2032.46000	2032.46
1	1000.10.05.0510.0510.0500.0000.0000.44010.			2032.46

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.05.0510.0510.0500.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
003	KA3G1UOACO AUSSIE,SIDE,UPH BACK, OPEN ARMS,CLEANOUT BACK UPHOLSTERY GRADE: GRADE 7 BACK UPHOLSTERY PATTERN COLOR: SILICA ETCH FLINT SEAT UPHOLSTERY GRADE: GRADE 7 SEAT UPHOLSTERY PATTERN COLOR: SILICA ETCH FLINT FINISH PRICE GROUP: STANDARD GROUP 1 FINISH COLOR: MIDTOWN MOISTURE BARRIER: NO MOISTURE BARRIER 7 70701 7 70701 STD MW X GRADE 7 SILICA ETCH FLINT GRADE 7 SILICA ETCH FLINT STANDARD GROUP 1 MIDTOWN NO MOISTURE BARRIER	6.00 EACH	564.86000	3389.16

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 4

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.05.0510.0510.0500.0000.0000.44010.			3389.16

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

004	DTC1-H222C High/Adjustable Back, Adjustable Arms, Sync/Slider, Chr Base Dual Fabric Opon: Dual Fabrics of Same Grade Fabric Locaon: 1st Fabric Selecon Locaon Dual Fabric Opon 1: FAB-GRADE: Grade 9 Fabric Locaon: 2nd Fabric Selecon Locaon Moisture Barrier CAL 133: *** No CAL 133 & Moisture Barrier Selecon *** Base Opons: Standard Casters Fabric Grade Selecon: Leather Grade 8 User specified entry::Fabric Grade Selecon:GRD8: 1 1 GRD9 1 ~ ~ GRD8	1.00 EACH	556.28000	556.28

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 5

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	Leather Dual Fabrics of Same Grade 1st Fabric Selecon Locaon FAB-GRADE: Grade 9 2nd Fabric Selecon Locaon *** No CAL 133 & Moisture Barrier Selecon *** Standard Casters Leather Grade 8			
	1 1000.10.05.0510.0510.0500.0000.0000.44010.			556.28
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
005	Josephine Coffee Table	1.00 EACH	408.29000	408.29
	1 1000.10.05.0510.0510.0500.0000.0000.44010.			408.29

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 6

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
006	Josephine End Tables	2.00 EACH	232.41000	464.82
1	1000.10.05.0510.0510.0500.0000.0000.44010.			464.82
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE			

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 7

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
007	25NN4284RCWK $1,412.99 $1,412.99 EPIC,42DX84W,CONFERENCE TOP, RACETRACK,WOOD,KNIFE RIM PROFILE: KNIFE GROMMET: NO GROMMET MODIFIED DEPTH: NO MODIFIED DEPTH (STANDARD) MODIFIED WIDTH: 78 FINISH: TRUFFLE K X X 78 TF KNIFE NO GROMMET NO MODIFIED DEPTH (STANDARD) 78 TRUFFLE	1.00 EACH	1412.99000	1412.99
1	1000.10.05.0510.0510.0500.0000.0000.44010.			1412.99

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 8

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
008	10-6110-WD Tantus Desk,90"w x 40"d x 29"h,Veneer Top Metal Finishes: Dark Bronze Painted Metal Veneer Finish: Java On Maple DKB MP-08 Dark Bronze Painted Metal Java On Maple	1.00 EACH	4318.59000	4318.59
	1 1000.10.05.0510.0510.0500.0000.0000.44010.			4318.59
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
009	10-6204-WD Fors Credenza,120"x 20"x 29",Wood Top Veneer Finish: Walnut Burl Opon A Exoc Wood Metal Finishes: Dark Bronze Painted Metal OPTA-WB DKB Walnut Burl Option A Exoc Wood Dark Bronze	1.00 EACH	4869.85000	4869.85

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 9

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	Painted Metal			
1	1000.10.05.0510.0510.0500.0000.0000.44010.			4869.85
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
010	10-6207-WD Fors Buffet Credenza, 60"x 20"x 35",Wood Top Veneer Finish: Walnut Burl Opon A Exoc Wood Metal Finishes: Dark Bronze Painted Metal OPTA-WB DKB Walnut Burl Opon A Exoc Wood Dark Bronze Painted Metal	1.00 EACH	3533.92000	3533.92
1	1000.10.05.0510.0510.0500.0000.0000.44010.			3533.92

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 10

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			
011	LAMP Iron Lamp	4.00 EACH	201.01000	804.04
1	1000.10.05.0510.0510.0500.0000.0000.44010.			804.04
	Ship To MAYORS OFFICE 205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644 Delivery Reference BRANDI MONTGOMERY Deliver To MAYORS OFFICE			

Bill To	Requisition 00010740-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0510.0510.0500.0000.0000.44010. Review: Buyer: Status: Released Page 11

Vendor

Ship To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644
BRANDI.MONTGOMERY@CITYOFMOBILE.GOV

Delivery Reference
BRANDI MONTGOMERY

Deliver To
MAYORS OFFICE
205 GOVERNMENT STREET
10TH FLR S TOWER ROOM 1008
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/26	00000	04/09/26			MAYOR'S OFFICE

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 10TH FLR S TOWER ROOM 1008 MOBILE, AL 36644			

Requisition Link

Requisition Total 24054.88

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

Account	Amount	Remaining Budget
1000.10.05.0510.0510.0500.0000.0000.44010.	24054.88	38075.44
MAYOR'S OFFICE EXP OFFICE SUPPLIES		

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

Activity	Date	Clerk	Comment
Queued	04/10/26	DONALD ROSE	
Queued	04/10/26	SANDRA LEWIS	
Queued	04/10/26	STEVEN KRONINGER	
Queued	04/10/26	SAMANTHA COOLEY	
Queued	04/10/26	JAMES NEESE	
Queued	04/10/26	PATRICIA KENNEDY-JONES	
Queued	04/10/26	REBECCA CRUMPLER	
Queued	04/10/26	ANNE FOLEY	
Queued	04/10/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sansom Equipment Co Inc for two-month rental of two PacMac debris vacuum trucks for Public Services.

Amount of Contract:
$27,600.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260416 Sansom Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sansom Equipment Co Inc for two-month rental of two PacMac debris vacuum trucks for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,600.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10805	2026	(2050) FLEET MANAGEMENT-GARAGE	TWO-MONTH RENTAL OF TWO PACMAC DEBRIS VACUUM TRUCKS FOR PUBLIC SERVICES (PRICE BELOW BID REQUIREMENT)	$27,600.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010805-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.49032.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL - ATTN: ADAM LYNN
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	RENTAL OF TWO (2) PACMAC LEAF VAC FOR TWO (2) MONTHS	4.00 MONTH	6900.00000	27600.00

Additional Description Notes

RENTAL OF TWO (2) PACMAC LEAF VAC FOR TWO (2) MONTHS

AS REQUESTED BY 2086-PSM

1 1000.40.20.2070.2050.2070.0000.0000.49032. 27600.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27600.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.49032. FLEET MANAGEMENT EXP EQUIPMENT RENTAL	27600.00	4829260.86

Bill To	Requisition 00010805-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/26	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/14/26	MATTHEW ANDERSON	
Approved	04/14/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	04/14/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	04/16/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/16/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/16/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/16/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/16/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/16/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/16/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/16/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/16/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to SHI International Corp for annual renewal of MS Office 365 G3 and Power BI software subscriptions with extra storage for MIT .

Amount of Contract:
$40,764.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260413 SHI Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to SHI International Corp for annual renewal of MS Office 365 G3 and Power BI software subscriptions with extra storage for MIT .

General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $40,764.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10576	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MS OFFICE 365 G3 AND POWER BI SOFTWARE SUBSCRIPTIONS WITH EXTRA STORAGE FOR MIT (AL STATE CONTRACT)	$40,764.00	(272641) SHI INTERNATIONAL CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00010576-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
SOMERSET, NJ 08873	MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197 Fax 732-868-6055	Delivery Reference SCOTT KEARNEY
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #27371629. YEAR 3 RENEWAL OF A 4 YEAR AGREEMENT.			
	PER STATE OF ALABAMA SOFTWARE EXEMPTION CODE 41-16-51(a)(8).			
001	65 G3 GCC Sub Per User - 12 months (Year 3 of 3) Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: EA 89915246 - Year 3	100.00 EACH	250.44000	25044.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			25044.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00010576-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	ower BI Pro GCC Sub Per User - 12 months (Year 3 of 3) Microsoft - Part#: DDJ-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: EA 89915246 - Year 3	50.00 EACH	92.40000	4620.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			4620.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB - 12 months (Year 3 of 3) Microsoft - Part#: M9T-00002 Contract	5000.00 EACH	2.22000	11100.00

Bill To	Requisition 00010576-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: EA 89915246 - Year 3			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			11100.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 40764.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	40764.00	2165568.67
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Bill To	Requisition 00010576-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account			Qty Comment	Unit Price	Net Price
	Activity	Date	Clerk			
	Approved	04/08/26	GREG HOLLIDAY	Auto approved by: 91057606		
	Approved	04/08/26	SCOTT KEARNEY			
	Approved	04/08/26	UDARA JAYASENA	Auto approved by: 91057606		
	Approved	04/13/26	DONALD ROSE	Auto approved by: 9105fola		
	Approved	04/13/26	SANDRA LEWIS	Auto approved by: 9105fola		
	Approved	04/13/26	STEVEN KRONINGER	Auto approved by: 9105fola		
	Approved	04/13/26	SAMANTHA COOLEY	Auto approved by: 9105fola		
	Approved	04/13/26	JAMES NEESE	Auto approved by: 9105fola		
	Approved	04/13/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola		
	Approved	04/13/26	REBECCA CRUMPLER	Auto approved by: 9105fola		
	Approved	04/13/26	ANNE FOLEY			
	Approved	04/13/26	JOHN PAINE	Auto approved by: 9105fola		

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to SHI International Corp for annual renewal of various MS Office 365, Power BI, Winserver, Visio, Planner,Teams, Copilot & Exchange software subscriptions for MIT .

Amount of Contract:
$458,654.48

Funding Source
General fund.

ATTACHMENTS:
1. 20260413 SHI2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 April 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for annual renewal of various MS Office 365, Power BI, Winserver, Visio, Planner,Teams, Copilot & Exchange software for MIT .

General fund,

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $458,654.48

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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
10567	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MS OFFICE 365, POWER BI, WINSERVER, VISIO, PLANNER, TEAMS, COPILOT, AND EXCHANGE SOFTWARE SUBSCRIPTIONS FOR MIT (AL STATE CONTRACT)	$458,654.48	(272641) SHI INTERNATIONAL CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #24618423. YEAR 3 RENEWAL OF A 4 YEAR AGREEMENT.			
	PER STATE OF ALABAMA SOFTWARE EXEMPTION CODE 41-16-51(a)(8).			
001	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00270 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 05/01/26-04/30/27 Note: MICROSOFT EA# 89915246 - YEAR 3 ANNIVERSARY PRICING	28.00 EACH	19.67000	550.76
1	1000.10.23.5000.5000.5000.0000.0000.42115.			550.76
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 05/01/26-04/30/27 Note: MICROSOFT EA# 89915246 - YEAR 3 ANNIVERSARY PRICING	80.00 EACH	128.16000	10252.80
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			10252.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE	15.00 EACH	138.84000	2082.60

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 05/01/26-04/30/27 Note: EA#89915246 - YEAR 3 ANNIVERSARY PRICING			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2082.60
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 05/01/26-04/30/27 Note: EA# 89915246 - YEAR 3 ANNIVERSARY PRICING	959.00 EACH	250.44000	240171.96

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			240171.96
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 05/01/26-04/30/27 Note: EA#89915246 - YEAR 3 ANNIVERSARY PRICING	30.00 EACH	92.40000	2772.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2772.00

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 05/01/26-04/30/27 Note: EA# 89915246 - YEAR 3 ANNIVERSARY PRICING	1276.00 EACH	28.68000	36595.68
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			36595.68

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: EA#89915246 - YEAR 3 ANNIVERSARY PRICING	2150.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	PLANNER & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: EA# 89915246 - YEAR 3 ANNIVERSARY PRICING	6.00 EACH	277.56000	1665.36
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1665.36

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: EA# 89915246 - YEAR 3 ANNIVERSARY PRICING	1276.00 EACH	100.32000	128008.32
1	1000.10.23.5000.5000.5000.0000.0000.42115.			128008.32

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
010	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: EA#89915246 - YEAR 3 ANNIVERSARY PRICING	6.00 EACH	620.52000	3723.12
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3723.12

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
011	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: Microsoft EA# 89915246 - Year 3 Anniversary Pricing	1.00 EACH	435.07000	435.07
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			435.07

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: Microsoft EA# 89915246 - Year 3 Anniversary Pricing	1.00 EACH	185.21000	185.21
1	1000.10.23.5000.5000.5000.0000.0000.42115.			185.21

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
013	5 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: Microsoft EA# 89915246 - Year 3 Anniversary Pricing	27.00 EACH	370.80000	10011.60
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			10011.60

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
014	65 Extra File Storage GCC Sub Add-on Extra Storage 1 GB Microsoft - Part#: M9T-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2026 - 4/30/2027 Note: Microsoft EA# 89915246 - Year 3 Anniversary Pricing	10000.00 EACH	2.22000	22200.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			22200.00

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 14

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 458654.48

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	458654.48	2165568.67

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

Activity	Date	Clerk	Comment
Approved	04/08/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/08/26	SCOTT KEARNEY	
Approved	04/08/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	04/13/26	DONALD ROSE	Auto approved by: 9105fola
Approved	04/13/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	04/13/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	04/13/26	SAMANTHA COOLEY	Auto approved by: 9105fola

Bill To	Requisition 00010567-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/07/26	272641				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/13/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	04/13/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	04/13/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	04/13/26	ANNE FOLEY			
	Approved	04/13/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve budget transfer from C0052 to C0844 in the sum of $400,214.00.

Amount of Contract:

Funding Source
C0052 to C0844

ATTACHMENTS:
1. C0844 Budget Transfer

REVIEWERS:
Jessica White
John Forrester
Tiffany Hollins
Cherlina Monteiro
James Barber
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $400,214 in Capital Project #C0052 City-Wide Storm Drain & Pipe Proj; Alabama Municipal Trust Fund (2010); be reallocated to Capital Project #C0844 Misc Drainage-Storm Water Fee; Alabama Municipal Trust Fund (2010), to support a contract amendment for the On-Call Miscellaneous Drainage Contract, currently in Capital Project #C0844.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 04/07/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: CW

REQUEST: Please transfer $ 400,214.00

FROM CAPITAL PROJECT#: C0052 ALMUNITRST

CAPITAL PROJECT NAME: CITY-WIDE STORM DRAIN & PIPE PROJ

DEPT. PROJECT#: N/A

TO CAPITAL PROJECT#: C0844 ALMUNITRST

PROJECT NAME: MISC DRAINAGE-STORM WATER FEE

DEPT. PROJECT#: N/A

PURPOSE: To support a contract amendment for the On-Call Miscellaneous Drainage C

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
Tiffany Hollins, Accountant III

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To allocate the sum of $2,538,000, currently deposited in the Storm Water Fund, to Capital Project #C0446 Municipal Storm Water Fees Project for various Storm Water Management Projects.

Amount of Contract:

Funding Source
Storm Water Fund (4050)

ATTACHMENTS:
1. 2026.04.16.sw_fee_resolution
2. FY26 SW Fee Allocation Detail

REVIEWERS:
Tiffany Hollins
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, THE CITY COUNCIL OF THE CITY OF MOBILE adopted Ordinance Number 01-024 on August 21, 2018 levying a storm water fee on Residential and Commercial Property to support the Storm Water Management Program (MS4); and

WHEREAS, Ordinance No. 01-024 is now codified at Article III, Chapter 17 of the Mobile City Code; and

WHEREAS, Section 17-47 of the Mobile City Code states:

"The storm water fees levied and collected pursuant to this division shall be deposited into a fund known as storm water fund to be designated for expenses incurred complying with the City's NPDES permit for operations of its MS4, including but not limited to eliminating floatables from and improving water quality in the rivers, streams and waterways of the City and other storm water management activities required by the City's storm water management program. All amounts remaining in the fund at the end of the fiscal year shall not lapse but shall retain their dedication to storm water purposes."

WHEREAS, the Revenue Commissioner of Mobile County assessed, collected, enforced and remitted the fees to the City of Mobile; and

WHEREAS, in order for such funds to be utilized for the purposes set forth in Section 17-47, the Mobile City Council desires to allocate the funds to capital projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $2,538,000, currently deposited in the Storm Water fund, be allocated to Capital Project #C0446 Municipal Storm Water Fees Project for the following Storm Water Management projects:

Household Hazardous Waste Days 2027 (2 events - spring and fall)	$150,000
Debris Removal from Bridges Adjacent to Creeks – Osprey Contract	$25,0000
Water Street Reimagined	$500,000
Vactor 2100i Combination Sewer Cleaner	$515,714
McNally Park Dredging	$325,000
Center for Hard to Recycle Materials (CHaRM) – Feasibility Study	$35,500
On-Call Miscellaneous Drainage Repairs (City Wide)	$986,786

ADOPTED:

_____

CITY CLERK

Engineering Department

March 26, 2026

Recommend Approval 3/30/2026

To: Nick Amberger, PE
Executive Director, Engineering Infrastructure

RE: FY2026 Storm Water Fee Allocation

Please find below the proposed allocations for the FY2026 fiscal year's Storm Water Fee. The line items, as allocated, support the City's MS4 program; as you are aware, 2014 State-level legislation requires that the Storm Water Fee must be used for expenditures that support the MS4 program.

The 2026 Annual Storm Water Fee Balance available for allocation is as follows:

ESTIMATED 2026 Annual Receipts - YTD	$2,700,000
less 5% to State	$135,000.00
less 1% to County	$27,000.00
2026 SW Fee Available for Allocations	**$2,538,000.00**

The FY2026 allocation list is as follows:

Allocation	NPDES Permit Justification	Amount
Household Hazardous Waste Day 2027 (2 events - spring and fall)	II. B. 9. Oils, Toxics, and Household Hazardous Waste Control	$150,000.00
Debris removal from Bridges adjacent to Creeks - Osprey Contract	II. B. 1. Storm Water Collection System Operations II. B. 3. Illicit Discharge and Elimination (IDDE) II. B. 9. Oils, Toxics, and Household Hazardous Waste Control	$25,000.00
Water Street Reimagined	II. B. 1. Storm Water Collection System Operations. II. B. 3. Illicit Discharge and Elimination (IDDE)	$500,000.00
Vactor 2100i Combination Sewer Cleaner	II. B. 1. Storm Water Collection System Operations. II. B. 3. Illicit Discharge and Elimination (IDDE)	$515,714.00
McNally Park Dredging	II. B. 1. Storm Water Collection System Operations. II. B. 3. Illicit Discharge and Elimination (IDDE)	$325,000.00
Center for Hard to Recycle Materials (CHaRM) - Feasibility Study	II. B. 9. Oils, Toxics, and Household Hazardous Waste Control	$35,500.00
On-Call Miscellaneous Drainage Repairs (City Wide)	II. B. 1. Storm Water Collection System Operations. II. B. 3. Illicit Discharge and Elimination (IDDE)	$986,786.00
Total Public Works/Engineering Allocations		**$2,538,000.00**

Based on the above SW fee available & the above allocations, the projected fund reserve is:

***Projected* 2026 SW Fund Reserve**	**$0.00**

Sincerely,

John Forrester, P.E.
City Engineer

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve the contract with Goram Air Condition Company, Inc. for Convention Center Mechanical Improvements to replace the existing chiller.

Amount of Contract:
$310,000.00

Funding Source
F717-001

ATTACHMENTS:
1. Resolution Authorizing Execution of Agreement
2. Contract Chiller
3. Budget Transfer

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Sponsored by: Mayor Spiro N. Cheriogotis

The authorization set forth below is expressly conditioned upon and shall not become effective unless and until the funding transfer resolution adopted contemporaneously herewith is approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement by and between the City of Mobile and the company listed below, in an amount not to exceed Three Hundred Ten Thousand Dollars ($310,000.00), including all contingencies and allowances**,** for the work described therein, said Agreement being on file with the office of the City Clerk and incorporated herein by reference.

No payment obligation shall arise unless and until funds are lawfully available and encumbered in accordance with applicable law.

The City Council finds and determines that sufficient funds are available, appropriated, and authorized for this purpose.

The Mayor is authorized to execute the Agreement in substantially the form presented, subject to non-substantive revisions approved as to form and legality by the City Legal Department**.**

Name of Company**:** Goram Air Conditioning Company, Inc.

Project Name: ARTHUR R. OUTLAW CONVENTION CENTER – MECHANICAL IMPROVEMENTS

Project Number: CN-015-25

Amount: $310,000.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP ARTHUR R OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS

CAPITAL PROJECT #: F717-001 (20002000-48010)

CONTRACT AMOUNT: $310,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-015-25

PROJECT DESCRIPTION: CONTRACTOR SHALL REPLACE THE EXISTING CHILLER 3 WITH A REPURPOSED CHILLED REMOVED FROM THE CIVIC CENTER AND SIX EXISTING PUMP DRIVES ASSOCIATED WITH THE REPLACEMENT CHILLER AND TWO REMAINING CHILLERS.

VENDOR NAME: GORAM AIR CONDITION COMPANY, INC

VENDOR NUMBER: 74050

DEPT #: 3030 **DEPT NAME:** REAL ESTATE ASSET MANAGEMENT

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y** X **N** ___ ; 5% of the 1st 50% X or

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant II **Date:** 02/04/2026

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: EMMA DEAN / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 01/28/2026
CityLaw ID: A25-11771200
Project / Contract Title: AMENDMENT - RENEW FOR AN ADDITIONAL YEAR AND UPDATE PRICING
Vendor / Consultant: GORAM AIR CONDITIONING COMPANY, INC.

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ■ Other (specify): _____
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Other (specify): _____
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

PLEASE INCLUDE AN UPDATED / RENEWAL COI IN THE PACKAGE FOR APPROVAL (EXPIRED 1/1/26)

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
01/28/2026 — **Date**

MOBILE
ALABAMA

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the City:

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

And the Contractor:

Goram Air Conditioning Company, Inc.
1252 Houston St.
Mobile, AL 36606

City Business License No.: 195350
Secretary of State No.: 000-036-895

For the following Project:

Arthur R. Outlaw Convention Center
Mechanical Improvements
1 South Water Street
Mobile, Alabama 36602

Project Number:

CN-015-25

The Architect:

R. J. Smith Mechanical Consultant, Inc.
dba Smith Mechanical Consultant and Design
61 St. Joseph Street, Suite 1100
Mobile, AL 36602

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

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and Goram Air Conditioning Company, Inc. (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at 1252 Houston St. Mobile, AL 36606.

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits:

Exhibit A: Scope Of Work
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [Required]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Arthur R. Outlaw Convention Center – Mechanical Improvements bid package on October 6, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Arthur R. Outlaw Convention Center – Mechanical Improvements (the "Project"), in accordance

with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ten Thousand and 00/100 ($310,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$260,000.00
Contingency Allowance:	$50,000.00
Total Bid:	$310,000.00
Total Contract Sum:	$310,000.00

B. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

C. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $310,000.00 for the entire Project in accordance with Exhibit C Schedule of Values attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

D. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

E. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the City of Mobile after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the City of Mobile receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect/Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:
   i. The aggregate of any amounts previously paid by the City;
   ii. The amount, if any, for Work that remains uncorrected and for which the Architect/Engineer has previously withheld a Certificate for Payment;
   iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
   iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part; and
   v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
   a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
      i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
      ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment
1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-

current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

b. a Certificate of Substantial Completion has been issued by the Architect/Engineer/City and the project accepted.

2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a minimum period of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc. has completed the contract for CN-015-25 Arthur R. Outlaw Convention Center – Mechanical Improvements, 1 South Water Street Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Schedule of Values as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act. (if applicable)

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property Damage	$1,000,000 each occurrence; or
3. Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):

10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical

loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's/Engineer's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy

renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect/Engineer and the Architect's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than 60 (Sixty) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings
See Exhibit "I", List of Drawings and Specifications

D. Specifications
See Exhibit "I", List of Drawings and Specifications

E. Addenda, if any:

Number	Date
Addendum 1	October 9, 2025
Addendum 2	October 14, 2025
Addendum 3	October 21, 2025
Addendum 4	October 29, 2025
Addendum 5	November 14, 2025
Addendum 6	November 20, 2025
Addendum 7	November 26, 2025

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

F. Other Exhibits:
N/A

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e.	Section 00500	Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
g.	Section 00700	General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required

closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

XII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of the City of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Goram Air Conditioning Company, Inc
c/o Darren Deas
Contractor's Authorized Agent
1252 Houston Street
Mobile, AL 36606

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

A. Default.

Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery

thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and

make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Goram Air Conditioning Company, Inc

By: _____

Darren Deas, President
Printed Name and Title

Date: 4/1/2026

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Darren Deas whose name as President of the Goram Air Conditioning Company, Inc, a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 1st day of April, 2026

Cheryl Roxanne Smith
Notary Public
Print Cheryl Roxanne Smith
My commission expires: 7/2029

(Seal)

CHERYL ROXANNE SMITH
MY COMMISSION EXPIRES
JULY 7, 2029
NOTARY PUBLIC
STATE OF ALABAMA

CITY OF MOBILE

By: _____
Spiro Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PROJECT NAME: Arthur R. Outlaw Convention Center - Mechanical Improvements
PROJECT NUMBER: CN-015-25

Exhibit A:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for improvements at the Arthur R. Outlaw Convention Center, located at 1 South Water Street, Mobile, Alabama 36602.

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

- Replacing an existing non-operation chiller with the chiller repurposed during the Civic Center demolition. The contractor shall also upgrade the six existing VFDs associated with the replacement chiller and existing two chillers that are to remain in use during construction.
- Acquire all permits required for construction (fees will be waived)

CONSTRUCTION SCHEDULE

MOBILE CONVENTION CENTER	CHILLER UPGRADE	.CITY OF MOBILE PROJECT# CN-015-25
	GORAM PO#17011	

PROJECT PHASE	STARTING	ENDING	PROJECT PHASE
CHILLER DEMO	2/2/2026	2/10/26	DEMO EXISTING CHILLER
INSTALL NEW CHILLER	2/11/26	2/17/26	INSTALL CUSTOMER'S CHILLER
INSTALL NEW PUMP VFD'S	2/2/26	3/5/26	INSTALL NEW VFD'S PUMPS
ELECTRICAL	2/2/26	3/5/26	NEW ELECTRICAL FEED CHILLER
CONTROLS	2/2/26	3/10/26	INSTALL NEW CONTROLS
T&M, START UP, COMMISSIONING	3/11/26	3/17/26	START UP NEW AC UNITS AND BOILER -TEST AND BALANCE NEW EQUIPMENT

JANUARY

M	T	W	T	F	S	S
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27	28	29	30	31		

FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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29	30	31				

EXHIBIT B

SCHEDULE OF VALUES

DCM Form C-10SOV
Revised January 2021

Mobile Convention Center - Chiller #3 Replacement
#17011

Contractor Company: Goram Air Conditioning Company, Inc.
1252 Houston Street, Mobile, Alabama, 36606

Retainage = 5% of first 50%

Contract :
Project : CN-015-25
Application No. 0
Application Date:
Period From: Period To:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value (including fully executed change orders)	Work Completed: From Previous Application (D+E)	Work Completed: This Period	Materials Presently Stored (Not in D or E)	Completed Work & Stored Materials to Date (D+E+F)	% of Contract to Date (G/C)	Balance to Finish (C-G)	Retainage (Variable Rate)
1.	Demo existing chiller	$ 42,950.00	$ -	$ -	$ -	$ -	0.00%	$ 42,950.00	$ -
2.	Install new customer provided chiller	$ 40,450.00	$ -	$ -	$ -	$ -	0.00%	$ 40,450.00	$ -
3.	Piping	$ 38,000.00	$ -	$ -	$ -	$ -	0.00%	$ 38,000.00	$ -
4.	Electrical	$ 45,600.00	$ -	$ -	$ -	$ -	0.00%	$ 45,600.00	$ -
5.	Controls	$ 90,000.00	$ -	$ -	$ -	$ -	0.00%	$ 90,000.00	$ -
6.	T&B	$ 3,000.00	$ -	$ -		$ -	0.00%	$ 3,000.00	$ -
7.		$ -	$ -	$ -	$ -	$ -			$ -
8.		$ -	$ -	$ -	$ -	$ -			$ -
9.		$ -	$ -	$ -	$ -	$ -			$ -
10.		$ -	$ -	$ -	$ -	$ -			$ -
11.		$ -	$ -	$ -	$ -	$ -			$ -
12.		$ -	$ -	$ -		$ -			$ -
13.		$ -	$ -			$ -			$ -
15.		$ -				$ -			$ -
16.		$ -				$ -			$ -
		$ -	$ -	$ -		$ -			$ -
18.		$ -				$ -			$ -
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21.		$ -		$ -		$ -			$ -
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23.		$ -				$ -			$ -
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27.						$ -			$ -
28.						$ -			$ -
29.						$ -			$ -
30.						$ -			$ -
	TOTALS:	**$ 260,000.00**	$ -	$ -	$ -	$ -	**0.00%**	**$ 260,000.00**	$ -

EXHIBIT C

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goram Air Conditioning Company, Inc
Address	1252 Houston Street, Mobile, AL. 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	
Project Description	Arthur Outlaw Convention Center - Mech. Improvement -CN-015-25
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 56 Female 8 Minority 23 Non-minority 41 SDVO _____ Total number of Employees 64

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas

Signature: _____ Date: 12/9/25

Title: President

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

Name: Darren Deas Title: President

Email: Darren@goramair.com Phone: 251-476-5003

Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Goram Your Bid/Proposal Amount $ 310,000.00 Date: 12/9/25

Description HVAC/ Mechanical Name of Bidder/Proposer: Darren Deas

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
N/A	N/A	N/A	N/A	N/A		

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc

Contact Person: Darren Deas Phone: 251-476-5003 Email: Darren@goramair.com

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

YES (🗸)	NO (🗸)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**DBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

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

Section 2(B)

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. We have performed many large equipment installations and have never found a DBE with the right experiance to perform this type of project.

EXHIBIT E

Bond #21BCSJJ3814

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Goram Air Conditioning Company, Inc. 1252 Houston St. Mobile, AL 36606, hereinafter called the Principal, and Hartford Casualty Insurance Company One Hartford Plaza, Hartford CT 06155hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Ten Thousand and 00/100 ($310,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Arthur R. Outlaw Convention Center Mechanical Improvements (CN-015-25) 1 South Water Street Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 16th day of December, 2025.

CONTRACTOR AS PRINCIPAL
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Darren Deas, President

SURETY
Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)
Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)
Name and Title: J. William Goodloe, III, Agent
Company Name: Higginbotham Insurance
Address: 3632 Dauphin Street
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 21-250403

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
W.E. Cadden, Katherine Gilmore, J William Goodloe III, Taylor Leggett, O.M. Otts, IV, Erling Riis, III, Charlene C. Stout of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Goram Air Conditioning Company, Inc. 1252 Houston St. Mobile, AL 36606 , as Principal, and Hartford Casualty Insurance Company One Tower Square, Hartford, CT 06155 , as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Ten Thousand and 00/100 ($310,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Arthur R. Outlaw Convention Center Mechanical Improvements (CN-015-25) 1 South Water Street Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint J. William Goodloe, III **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 16th day of December, 2025

CONTRACTOR AS PRINCIPAL
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
Darren Deas, President

SURETY
Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III
Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, Agent
Company Name: Higginbotham Insurance
Address: 3632 Dauphin Street
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

Labor and Material Payment Bond

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
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- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
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- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
W.E. Cadden, Katherine Gilmore, J William Goodloe III, Taylor Leggett, O.M. Otts, IV, Erling Riis, III, Charlene C. Stout of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754	**CONTACT NAME:** Charity Tout **PHONE (A/C, No, Ext):** 817-349-2334 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** CTout@higginbotham.com
INSURED GORAAIR-01 Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Middlesex Insurance Company — 23434 **INSURER B :** Midwest Employers Casualty Company — 23612 **INSURER C :** Alabama Self-Insured Worker's Compensation Fund — 0 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1747242623 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	A0160905003	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]	Y	Y	A0160905001	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ 1,000,000 $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	A0160905004	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		P100546AL2026 PVAL129001	1/1/2026 1/1/2025	1/1/2027 1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Leased/Rented Equipment Builders' Risk/ Installation Floater			A0160905002 A0160905002	1/1/2026 1/1/2026	1/1/2027 1/1/2027	Limit: $100,000 See Below	Ded: $1,000 See Below

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

Inland Marine - BUILDERS RISK - Installation Floater Policy
Limits: Any One Job Site: $500,000 Any Temporary Location: $500,000 At Any Location Other Than A Job Site: $500,000 Property In Transit: $50,000
Deductible: $2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 366331827
USA

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: GORAAIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy follows form provided by underlying insurance (General Liability, Auto Liability and Employers Liability.)

JOB: CN-015-25 - Arthur R. Outlaw Convention Center - Mechanical Improvements - F717-001 project

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies has been endorsed to provide a Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mo

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POLICY NUMBER: A0160905001

ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage
1252 Houston St
Mobile, AL 36606-1122

CA 20 48 10 13	Designated Insured For Covered Autos Liability Coverage
CA 04 44 10 13	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CA 76 01 06 15	Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage
CA 04 44 10 13	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
1252 Houston St
Mobile, AL 36606-1122

CA 76 01 06 15	Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage
CA 20 48 10 13	Designated Insured For Covered Autos Liability Coverage

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City of Mobile
PO Box 1827
Mobile, AL 36633

IL 70 60 08 15	Notice Of Cancellation To Others

Number of Days Notice 30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Goram Air Conditioning Company, Inc.

Endorsement Effective Date: 01-01-2025

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization from whom you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the “accident” you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Goram Air Conditioning Company, Inc.
Endorsement Effective Date: 01-01-2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

POLICY NUMBER: A0160905003

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites as described in contracts Codes per the General Liability Declaration Page

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in contracts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the “products-completed operations hazard” is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

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a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

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K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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FACSIMILE

Name: Charlene Stout

From:
Underwriting Department
Alabama Self Insured Worker's Comp Fund
P. O. Box 59509, Birmingham, AL 35259
Phone: 1-888-515-1530 or 205-868-6900
Fax : 205-868-6909
Email Address: dyannet@workerscompfund.org
Visit our Website at www.workerscompfund.org

Date: August 21, 2013

Subject: Waiver of Subrogation

Since we do not have a policy, we do not have endorsements. However, our attorney has approved the following for wording on Certificates of Insurance:

The Alabama Self-Insured Workers Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Workers Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Workers Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.

Let me know if you have any questions.

Thanks,

Underwriting Department

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 122561

Approved by:

Employer	
GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	**Title**
Signature Electronically Signed	**Date** 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 05/27/2008

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 122561

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Alabama Secretary of State

Goram Air Conditioning Company, Inc.

Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	DARREN W. DEAS
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided

Goram Air Conditioning Company, Inc.

Incorporator Mailing Address	Not Provided
Annual 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 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Transaction Date	05/12/2025
Registered Agent Changed From	GORAM, JOYCE L. 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.
Document Date / Type / Pages	05/12/2025 Registered Agent Change 2 pgs.

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PROJECT MANUAL

FOR

Arthur R. Outlaw Convention Center Mechanical Improvements

1 South Water Street
Mobile, Alabama 36602

Project # CN-015-25

10/6/2025

Smith Mechanical
Consulting & Design

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

Bid Date: 10/29/2025 **Set Number:_____**

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders – AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00410 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment – AIA Document G702 and AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion – AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims – AIA Document G706
  - Contractor's Affidavit of Release of Liens – AIA document G706A
  - Consent of Surety to Final Payment – AIA Document G707
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
  - E-Verify Documentation (Sample)
- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS
- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01731 Cutting and Patching
- Section 01770 Close out Procedures
- Section 017839 Project Record Documents
- Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK (NOT APPLICABLE)
DIVISION 3 CONCRETE (NOT APPLICABLE)
DIVISION 4 MASONRY (NOT APPLICABLE)
DIVISION 5 METALS (NOT APPLICABLE)
DIVISION 6 WOOD AND PLASTIC (NOT APPLICABLE)
DIVISION 7 THERMAL AND MOISTURE PROTECTION (NOT APPLICABLE)

DIVISION 8 DOORS AND WINDOWS (NOT APPLICABLE)
DIVISION 9 FINISHES (NOT APPLICABLE)
DIVISION 10 SPECIALTIES (NOT APPLICABLE)
DIVISION 11 EQUIPMENT (NOT APPLICABLE)
DIVISION 12 FURNISHINGS (NOT APPLICABLE)
DIVISION 13 SPECIAL CONSTRUCTION (NOT APPLICABLE)
DIVISION 14 (NOT APPLICABLE)
DIVISION 15 OR 23 MECHANICAL
DIVISION 16 (NOT APPLICABLE)

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	Arthur R. Outlaw Convention Center Mechanical Improvements
PROJECT LOCATION:	1 South Water Street, Mobile, Alabama 36602
PROJECT NUMBER:	CN-015-25

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 29th day of October, 2025. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. **Addenda will be issued via e-mail to all Pre-Bid Conference attendees.**

D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

F. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

3 BID SURETY: Required on Bids $10,000.00 or more

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

A. A **Mandatory** Pre-Bid Conference shall be held on October 14, 2025, **at Arthur R. Outlaw Convention Center, meeting at the north parking garage entrance booth, 1 South Water Street**, at 10:30 AM local time. The conference will include a walkthrough of the site location. A representative of the Bidder is required to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Project Manager at 251-208-7812, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR MOBILE, ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS - PROJECT NUMBER: CN-015-25".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, OCTOBER 29, 2025.**

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 “Instructions to Bidders - AIA Document A701” and in the specification Section 00300 “Supplementary Instructions to Bidders”.

12 STATE OF ALABAMA IMMIGRATION ACT

“The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company’s documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

14 FEDERAL CONDITIONS

B. Job site postings, including the Notice to All Employees working on Federal or Federally Financed Construction Projects and the EEO (Equal Employment Opportunity) poster, will be required to be maintained and shall be in a location accessible to all employees.

C. Employee interviews for Davis-Bacon wage compliance will be conducted with the assistance of the Project Manager, as coordinated with the Contractor. Certified Payrolls are required. Contractors may become more familiar with these procedures by viewing “A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted

Construction Projects", on-line at
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC12590.pdf

15 FEDERAL CONDITIONS

A. This project is covered by the Davis Bacon and Related Acts (DBRA). See Section 00800 Federal Conditions.

16 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

B. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer (Architect) assume responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to roger.washington@cityofmobile.org. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a

sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR ARTHUR R OUTLAW CONVENTION CENTER – MECHANICAL IMPROVEMENTS", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
   (1). Performance Bond and Labor and Material Payment Bond (originals);
   (2). Certificate of Insurance (original) with endorsements to City of Mobile;
   (3). Evidence of enrollment in the E-Verify program.
   (4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit/Electrical Permit/Plumbing Permit/HVAC Permit/Whatever Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within sixty (60) calendar days from the date indicated by the Notice to Proceed.

B. At all buildings that will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall coordinate with the facility security for days of operation and access to the building.

D. The Contractor may be allowed additional construction days due to inclement conditions (“rain days”) only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A “rain day” is defined as more than a “trace” (0.10”) of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any “rain days” they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor’s responsibility to carefully remove and store any items not permanently installed within the work areas. We strongly recommend that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Arthur R Outlaw Convention Center – Mechanical Improvements, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a one year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: CN-015-2025
PROJECT NAME: Arthur R Outlaw Convention Center – Mechanical Improvements
PROJECT LOCATION: 1 South Water Street Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated September 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____**PHONE**_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid:		**$ .00**
Contingency Allowance:	**+**	**$ 20,000.00**
Total Base Bid:		**$ .00** (Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ **.00**)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $20,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if

any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2021**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2021

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: Arthur R Outlaw Convention Center – Mechanical Improvements
Project Number: CN-015-25

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: $_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

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

Name: _____Title: _____

Email: _____Phone: _____

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____Phone:_____Email:_____

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

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

SECTION 00500

MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM

PART 1 GENERAL

A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

NON-SUBSTANTIVE

BETWEEN the City:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**_____ [insert name]** **_____ [insert address]** **_____** **City Business License No.:** **Secretary of State No.: _____**
For the following Project:	**Arthur R. Outlaw Convention Center** **Mechanical Improvements** **1 South Water Street** **Mobile, Alabama 36602**
Project Number:	**CN-015-25**
The Architect:	**R. J. Smith Mechanical Consultant, Inc.** **dba Smith Mechanical Consultant and Design** **61 St. Joseph Street, Suite 1100** **Mobile, AL 36602** **Architectural Engineering Department** **P.O. Box 1827** **Mobile, Alabama 36633-182702**

MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and_____(Company full name) (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at _____ (company address).

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits:

Exhibit A: Scope Of Work
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [Required]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Arthur R. Outlaw Convention Center – Mechanical Improvements bid package on October 6, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

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A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Arthur R. Outlaw Convention Center – Mechanical Improvements (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 ($_____), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$_____
Contingency Allowance:	$_____
Total Bid:	$_____
Total Contract Sum:	$_____

B. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

C. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $_____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Schedule of Values attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

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D. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

E. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the City of Mobile after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the City of Mobile receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect/Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the

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completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.

iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:
   i. The aggregate of any amounts previously paid by the City;
   ii. The amount, if any, for Work that remains uncorrected and for which the Architect/Engineer has previously withheld a Certificate for Payment;
   iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
   iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part; and
   v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
   a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
      i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
      ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/Engineer/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a minimum period of three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

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STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CN-015-25 Arthur R. Outlaw Convention Center – Mechanical Improvements, 1 South Water Street Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Schedule of Values as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest

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extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act. (if applicable)

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2.	Property Damage	$1,000,000 each occurrence; or
3.	Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.

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7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's/Engineer's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect/Engineer and the Architect's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship

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and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

See Exhibit "I", List of Drawings and Specifications

D. Specifications

See Exhibit "I", List of Drawings and Specifications

E. Addenda, if any:

Number _____ Date _____

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

F. Other Exhibits:

_____

[insert exhibit list]

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

   a. Section 00100 Invitation to Bid

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b.	Section 00200	Instructions to Bidders-AIA Document A701
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e.	Section 00500	Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
g.	Section 00700	General Conditions of the Contract for Construction-Document A201

XI. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day,

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the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

XII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

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D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of the City of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

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F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

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XVII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]
_____

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

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XIX. DEFAULT/ BREACH

A. Default.

Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

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XXI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

XXII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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XXVII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

_____
Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By:_____
William S. Stimpson, Mayor
Date: _____

ATTEST:

_____
City Clerk

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SECTION 00600

BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. E-Verify Documentation (Sample)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor,_____., _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Arthur R. Outlaw Convention Center - Mechanical Improvements, 1 South Water Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Arthur R. Outlaw Convention Center - Mechanical Improvements, 1 South Water Street, Mobile, Alabama 36602, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)
Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

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

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ _____
2. Net change by Change Orders $ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ _____
5. RETAINAGE:
   a. _____ % of Completed Work (Column D + E on G703) $ _____
   b. _____ % of Stored Material (Column F on G703) $ _____
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ _____
8. CURRENT PAYMENT DUE $ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ _____

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

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

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

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)

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:
Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Mobile Architectural Engineering		Carleen Stout, Deputy Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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(1299870031)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

Employer identification number
___ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)
R. J. Smith Mechanical Consultant, Inc.
dba Smith Mechanical Consultant and Design
61 St. Joseph Street, Suite 1100
Mobile, AL 36602

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3 CONTRACTOR

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

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

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

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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

§ 3.4 Labor and Materials

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

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

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

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

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.
- **.4** **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
  - A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
  - B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
  - C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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

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

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

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

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

(Paragraphs deleted)

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

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

§ 15.3 Mediation

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

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Additions and Deletions Report for

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

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~~**§ 1.7 Digital Data Use and Transmission**~~

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

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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

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

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

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

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

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

...

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

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
PAGE 16

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

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
PAGE 19

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

...

§ 4.1.1 The ~~Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
PAGE 21

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ **The apparent low bidder, with (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be~~

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~~increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

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.4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

...

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

...

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

PAGE 26

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

...

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

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

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ **Such** applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

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§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
PAGE 28

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

...

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

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

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

...

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

...

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

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~~**§ 11.3 Waivers of Subrogation**~~

~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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~~§11.5 Adjustment and Settlement of Insured Loss~~

~~§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

...

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

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~~§ 13.5 Interest~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

...

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
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§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
PAGE 37

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
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§ 15.2.2 The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

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

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

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation~~

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~~within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

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

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

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

~~**§ 15.4 Arbitration**~~

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

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

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

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

~~**§ 15.4.4 Consolidation or Joinder**~~

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

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

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

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

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_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:
Base Bid: The replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD’s installed on the existing pumps.

B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

B. The chiller change out time has to be coordinated with the owner to minimize disruption of the operation of the convention center. The time and duration must be agreed upon by the owner and the engineer.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 with a copy of the signed Construction Contract within 10 calendar days of receiving contract.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Not Applicable

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for

the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers’ requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as “Basis of Design”. Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer’s Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

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

1.3 ALLOWANCE

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

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

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

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

1.4 SELECTION AND PURCHASE

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

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

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

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of twenty thousand and xx/100 Dollars ($20,000.00).

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Coordination: Each contractor should supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor should coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence are required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.6 PROJECT MEETINGS

A. General: Attendance of superintendent at progress meetings is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:

1. Activity Duration
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.

3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.

2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24-hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

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

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit four one (1) PDF copy. One PDF copy will be returned to Contractor for printing and distribution.

1.5 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

A. Submit one (1) copy. Project Manager will return one copy to Contractor for printing and distribution.

1.6 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified products, fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner

and separate contractors that will be necessary to accommodate proposed substitution.

c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present

where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. [Concrete] [and] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space.

Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect’s signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.

7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

3. Submit list of incomplete items in the following format:

    a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-

obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

i. Remove labels that are not permanent.

j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

o. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01731
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes procedural requirements for cutting and patching.

B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.

C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials identical to existing materials to the maximum extent available.

B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Provide temporary support of work to be cut.

B. Protect existing conditions during cutting and patching to prevent damage.

C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.

1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION 01731

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for systems, subsystems, and equipment.
   2. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. See Divisions 01 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.

   2. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Submit demonstration and training video for all lighting control systems.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order.

B. Record Specifications: Submit copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

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

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

DRAWINGS

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS

PROJECT NO. CN-015-25

1 SOUTH WATER STREET
MOBILE, ALABAMA 36602

PROJECT LOCATION



LOCATION MAP
CITY of MOBILE

N

MECHANICAL ENGINEER
Roger J. Smith, PE – AL24744
Smith Mechanical Consulting & Design
61 St. Joseph Street
Suite 1100
Mobile, AL 36602
251-402-1364
roger@smitheng.us

ELECTRICAL ENGINEER
Christina Marie, PE – AL50377
Jaguar Consulting
8658 Capital Dr N.
Mobile, AL 36695
251-455-9189
christy@JagCon.org

INDEX OF DRAWINGS

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M2.0	OVERALL EXISTING MECHANICAL PLAN
M3.0	ENLARGED MECHANICAL NEW WORK PLAN
M4.0	MECHANICAL PIPING ELEVATION AND DETAIL FOR CH-1
M4.1	MECHANICAL PIPING ELEVATION AND DETAIL FOR CH-2
ELECTRICAL	
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E2.0	ELECTRICAL EXISTING POWER PLAN
E2.1	ELECTRICAL NEW WORK POWER PLAN
E3.0	ELECTRICAL DETAILS

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: 04-3717 E
61 St. Joseph Street
Suite 1100
Mobile, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 24744 MECHANICAL
3/5/2025
NOT VALID UNLESS SIGNED

THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE SUCH USE.
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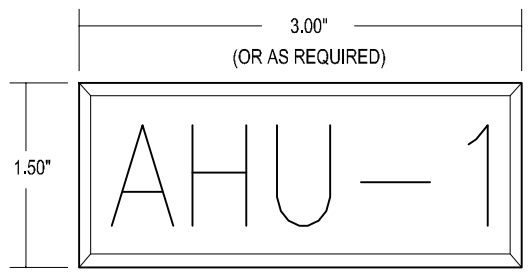
SHEET TITLE:
TITLE SHEET, DRAWING INDEX, & LOCATION MAPS

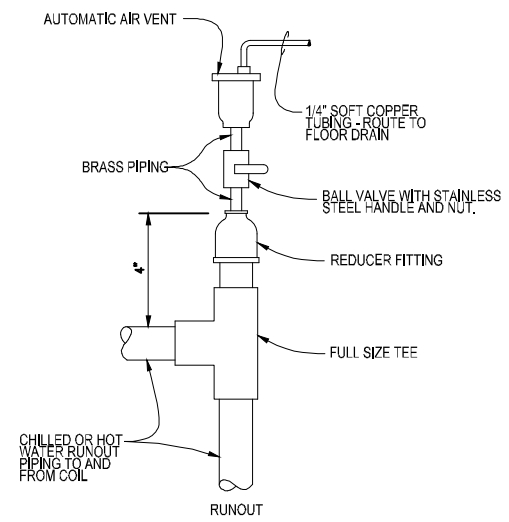
SHEET NUMBER:
T1.0

SHEET SIZE 36"x24"

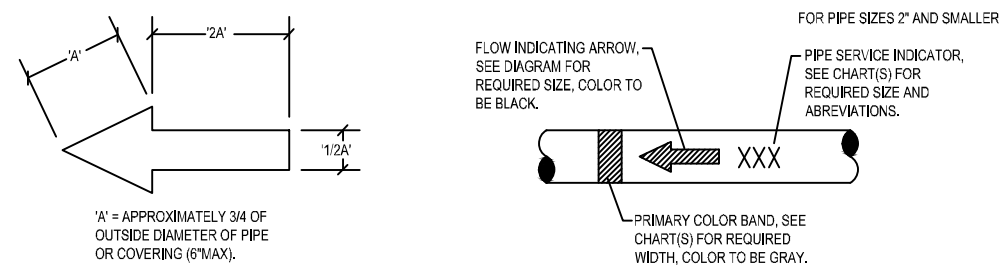


ENGRAVED PLASTIC TAG WITH 1" HIGH WHITE LETTERS ON BLACK BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT, WATERPROOF DOUBLE SIDED TAG TAPE AT VISIBLE LOCATION ON MECHANICAL EQUIPMENT. LABEL ALL INDOOR AND OUTDOOR UNITS WITH NOTATION SHOWN ON PLANS.

1 TYPICAL ENGRAVED TAG DETAIL
NOT TO SCALE



2 TYPICAL AUTOMATIC AIR VENT DETAIL
NOT TO SCALE



REQUIRED SIZE OF STENCIL LETTERS & WARNING BANDS		
O.D. OF PIPE OR OUTER COVER	HT. OF LETTERS (IN.)	WIDTH OF BAND
LESS THAN 1-1/2"	1/2"	1"
1-1/2" TO 3-1/2"	3/4'	1"
3-1/2" TO 6"	1-1/4"	2"

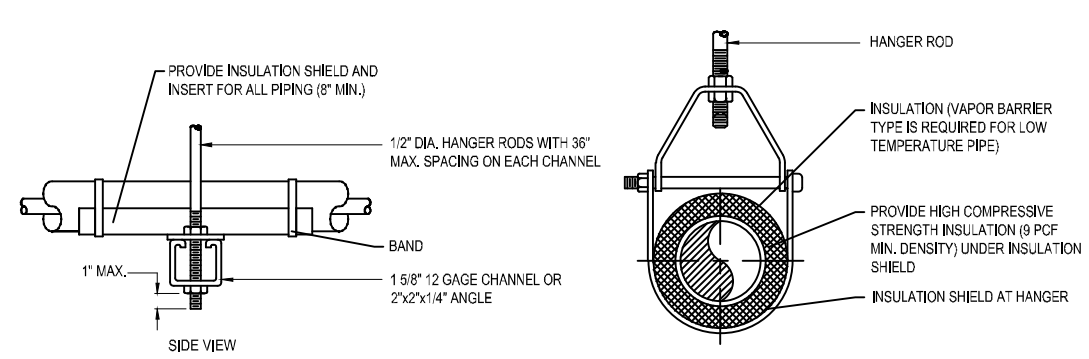
PIPE SERVICE ABREVIATIONS	
PIPE SERVICE	ABREVIATION
CHILLED WATER SUPPLY / RETURN	CHS / CHR

NOTES
1. LOCATE BANDS ADJACENT TO ALL OPERATING ACCESSORIES (VALVES, STRAINERS, PUMPS, ETC) AND WHERE PIPE PASSES THROUGH WALLS.

ALTERNATE IDENTIFICATION MARKERS
AT CONTRACTOR'S OPTION SELF-ADHESIVE PIPE IDENTIFICATION MARKERS AND FLOW DIRECTION INDICATORS SHALL BE PERMISSIBLE IN LIEU OF PAINT-APPLIED MARKERS, CONTRACTOR SHALL SUBMIT SAMPLES OF ADHESIVE LABELS TO BE USED TO ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

3 PIPE IDENTIFICATION SCHEME AND INSTRUCTIONS
NOT TO SCALE

MAXIMUM PIPE/TUBING SUPPORT SPACING											
NOM. SIZE	IN.	THRU 3/4	1	1 1/4	1 1/2	2	2 1/2	3	4	5	6
PIPE	FT.	7	7	7	9	10	11	12	14	16	17
TUBING	FT.	5	6	7	8	8	9	10	12	13	14
NOTE: FOR TRAPEZE HANGER TAKE SPACING OF SMALLEST SIZE ON TRAPEZE.											



TRAPEZE HANGER
(TO 1000 LB. UNIFORM LOAD)

ADJUSTABLE CLEVIS HANGER

4 TYPICAL PIPE HANGAR INSTALLATION DETAIL
NOT TO SCALE

GENERAL SCOPE OF WORK:

THE SCOPE OF WORK FOR THIS PROJECT CONSISTS OF TWO MAIN COMPONENTS. A CHILLER REPLACEMENT AND INSTALLATION OF VARIABLE FREQUENCY DRIVES ON SIX HYDRONIC PUMPS.

FIRST IS THE REMOVAL AND REPLACEMENT OF CHILLER CH-1. CH-1 IS NON-FUNCTIONING AT THIS TIME. IN ORDER TO REMOVE AND REPLACE CHILLER CH-1, THE CHILLER IN THE SECOND POSITION, CH-2 HAS TO BE DISCONNECTED FROM POWER AND HYDRONIC PIPING AND MOVED APPROXIMATELY 20" TO 24" TO THE WEST TO PROVIDE ADEQUATE ROOM FOR THE REPLACEMENT CHILLER TO PASS BESIDE IT TO THE THIRD POSITION.

CHILLER, CH-2, WAS REPLACED RECENTLY AND THE PIPING WAS MODIFIED IN A MANNER TO ALLOW FOR AN EASIER DISCONNECTION TO SHIFT THE CHILLER FOR THE WORK REQUIRED ON THIS PROJECT. IT IS EXPECTED THE SECOND POSITION CHILLER WILL BE SHIFTED TO ALLOW FOR THE REMOVAL OF THE NON-FUNCTIONING CHILLER, CH-1, AND THE INSTALLATION OF THE RE-PURPOSED CHILLER CH-1. TO MINIMIZE DOWN DOWNTIME FOR THE CONVENTION CENTER, CHILLER CH-2 WILL BE RECONNECTED AND RESTARTED ONCE THE REPLACEMENT CH-1 HAS BEEN MOVED PAST IT TO ITS INSTALLATION LOCATION AND PRIOR TO RECONNECTING CH-1. ALL EXISTING CONTROLS TO BE RECONNECTED AS NECESSARY TO MAKE THE UNIT FUNCTIONAL. LIMIT DOWN TIME FOR CH-2 TO 48 HOURS.

THE REPLACEMENT CHILLER, CH-1, IS BEING RE-PURPOSED FROM THE FORMER MOBILE CIVIC CENTER. THE RE-PURPOSED CHILLER IS BEING STORED AT THE CITY OF MOBILE AUTO BODY SHOP LOCATED AT 901 KELLY STREET. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR TRANSPORTING THE RE-PURPOSED CHILLER FROM THE AUTO BODY SHOP TO THE CONVENTION CENTER FOR INSTALLATION. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR VISITING THE AUTO BODY SHOP AND REVIEWING THE CONDITION OF THE RE-PURPOSED CHILLER AND PREPARING IT FOR TRANSPORTATION AS WELL AS MODIFYING ALL PIPING AND ELECTRICAL CONNECTIONS NECESSARY FOR INSTALLATION AT THE CONVENTION CENTER. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF THE EXISTING NON-FUNCTIONING CHILLER. ANY REFRIGERANT PRESENT IN THE NON-FUNCTIONING CHILLER SHALL BE RECOVERED AND DISPOSED OF PROPERLY.

ONCE THE RE-PURPOSED CHILLER HAS BEEN INSTALLED, THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NEW CONTROL SENSORS REQUIRED FOR THE CHILLER'S ONBOARD CONTROLS TO OPERATE THE CHILLER. THE CHILLER CH-1, SHALL BE INTEGRATED INTO THE BUILDING CONTROLS SYSTEM (BAS). THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY CONDUIT, WIRING, INTERFACE BOARDS, AND SENSORS FOR THE CONVENTION CENTER'S BAS SYSTEM TO MONITOR THE CHILLER.

THE SECOND PORTION OF WORK FOR THIS PROJECT IS TO INSTALL VFD'S ON THE THREE CHILLED WATER PUMPS AND THREE CONDENSER WATER PUMPS ADJACENT TO THE CHILLERS. THE CONTRACTOR WILL PROVIDE AND INSTALL THE "ABB" VFD'S FOR THE PROJECT. THE NEW VFD'S ARE TO BE LOCATED ADJACENT TO THE EXISTING PUMP DISCONNECTS. THE CONTRACTOR SHALL MODIFY THE CONDUIT RACEWAYS AND WIRING AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF THE NEW DRIVES. THE CONTRACTOR SHALL COORDINATE INTERLOCKING THE CONVENTION CENTER (BAS) CONTROL SYSTEM INTO THE NEW VFD'S FOR MONITORING AND CONTROL. THE NEW VFD'S SHALL BE PROVIDED WITH BYPASSES.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE TURNING OFF AND TURNING ON OF ANY EQUIPMENT IN HVAC SYSTEM REQUIRED TO ACCOMMODATE THE CHILLER REPLACEMENT, INCLUDING BUT NOT LIMITED TO THE CONDENSER AND CHILLED WATER PUMPS, CHILLER CH-1, AND THE COOLING TOWER. RESTARTING ALL EQUIPMENT SHALL BE PERFORMED BY FACTORY AUTHORIZED TECHNICIANS. COORDINATION FOR A SUITABLE TIME FOR TURNING EQUIPMENT OFF MUST BE COORDINATED WITH THE OWNER AND THE CITY OF MOBILE MECHANICAL MAINTENANCE DEPARTMENT.

MECHANICAL GENERAL NOTES:

1. INSTALL ALL WORK IN COMPLIANCE WITH THE LOCAL AUTHORITY HAVING JURISDICTION, THE 2021 INTERNATIONAL MECHANICAL CODE, AND THE 2013 ASHRAE 90.1 ENERGY CONSERVATION CODE.
2. COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR PRIOR TO BEGINNING ANY WORK.
3. ANY NEW EQUIPMENT PROVIDED AND INSTALLED ON THIS PROJECT SHALL MEET OR EXCEED THE MINIMUM EFFICIENCY REQUIREMENTS INDICATED IN THE SCHEDULE.
4. THE MECHANICAL CONTRACTOR SHALL VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS AND BE RESPONSIBLE FOR ALL RELATED CLEARANCES IN THE FIELD. PROVIDE CLEARANCE IN FRONT OF ALL ELECTRICAL PANELS PER NATIONAL ELECTRIC CODE REQUIREMENTS.

GENERAL PIPING NOTES:

1. BUTTERFLY VALVES SHALL BE RATED AT A MINIMUM OF 150 PSIG WOG AND SHALL PROVIDE BUBBLETIGHT SHUTOFF. VALVES SHALL HAVE LUG STYLE CAST IRON BODY, ALUMINUM BRONZE DISC, 416 STAINLESS STEEL STEM, EPDM SLEEVES, SEATS AND O-RINGS, AND LEVER OPERATOR. VALVES SHALL BE SUITABLE FOR DEAD END SERVICE AND SHALL BE MILWAUKEE 'M' SERIES, OR EQUAL BY KITZ OR HAMMOND.
2. ALL BALL VALVES, INCLUDING THOSE USED FOR DRAIN/BLOWDOWN VALVES, GAGE, AIR VENT, COLD WATER MAKE-UP, CHEMICAL TREATMENT AND EXPANSION TANK SERVICE SHALL BE BRONZE BODY, THREADED ENDS, ALL STAINLESS STEEL TRIM AND STAINLESS STEEL LATCH-LOCK HANDLE, MILWAUKEE 20BSOR-02-LL, OR EQUAL BY KITZ OR HAMMOND.
3. ALL TAPS FOR P/T PORTS, GAGES, DIFFERENTIAL PRESSURE SWITCHES, DRAIN VALVES ETC. SHALL BE MADE WITH FORGED STEEL THREDOLETS OR WELDED REDUCING TEE IN PIPING SIZE 2 1/2" AND LARGER, GALVANIZED MALLEABLE IRON SCREWED REDUCING TEE IN STEEL PIPING SIZE 2" AND SMALLER, AND SOLDERED TEES IN COPPER PIPING. MOUNT P/T PORTS IN VERTICAL POSITION.
4. ALL GAGE (INTERIOR), AIR VENT, DRAIN VALVE, STRAINER BLOWDOWN AND DIFFERENTIAL PRESSURE CONNECTION PIPING SHALL BE SCREWED BRASS PIPE. AIR VENT DISCHARGE PIPING MAY BE HEAVY WALL SOFT COPPER TUBING IF RUN STRAIGHT AND PERPENDICULAR TO BUILDING LINES AND PROPERLY SUPPORTED AT REGULAR INTERVALS.
5. PRESSURE/TEMPERATURE TEST PORTS SHALL BE BRASS BODY 1/4" MPT WITH DUAL NORDEL SEALS AND BRASS CAP W/RETAINER STRAP, FLOW DESIGN INC. SUPERSEAL. PROVIDE 2-3/4" LENGTH FOR INSULATED PIPING AND 1-1/4" LENGTH FOR NON-INSULATED PIPING. MOUNT P/T PORTS IN VERTICAL POSITION ACCESSIBLE FOR EASY INSERTION OF TEMPERATURE AND PRESSURE MEASURING DEVICES.
6. THE USE OF BUSHINGS AND CLOSE NIPPLES FOR THREADED CONNECTIONS OF ANY KIND IS NOT ALLOWABLE.
7. PROVIDE AUTOMATIC AIR VENTS AT ALL HIGH POINTS IN PIPING AND ELSEWHERE AS INDICATED, SEE TYPICAL DETAILS.
8. SUPPORT PIPING FROM GROUND WITH GALVANIZED STEEL SCHEDULE 40 PIPE STANDS PRIOR TO FINAL CONNECTION TO PUMPS SUCH THAT NO PIPING WEIGHT IS CARRIED BY PUMP CONNECTIONS.
9. ALL IRREGULAR SHAPED CHILLED WATER SYSTEM ACCESSORIES SUCH AS AIR SEPARATOR, EXPANSION TANK, CHILLED WATER PUMPS, ETC. SHALL BE INSULATED WITH TWO LAYERS OF ONE INCH THICK ARMAFLEX AND SHALL BE PAINTED WITH TWO COATS OF ELASTOMERIC PAINT.
10. MECHANICAL CONTRACTOR SHALL INSTALL THRED-O-LETS FOR DDC TEMPERATURE WELLS WHERE INDICATED ON PLANS AND WHERE DIRECTED BY ENGINEER AND DDC CONTRACTOR.
11. MECHANICAL CONTRACTOR SHALL VERIFY EXISTING CHILLED WATER PIPING SUPPLY / RETURN AS THE PIPING ENTERS THE MECHANICAL ROOM PRIOR TO START OF CONSTRUCTION BASED ON PRESSURE DROP / TEMPERATURE THROUGH EXISTING EQUIPMENT.
12. CHILLED WATER PIPING SHALL BE INSULATED WITH 1" THICK, OWENS CORNING FOAMGLAS WITH AN ASJ JACKET. INSTALL INSULATION PER MANUFACTURERS RECOMMENDATIONS.

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ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:
ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
9/5/2025
NOT VALID UNLESS SIGNED

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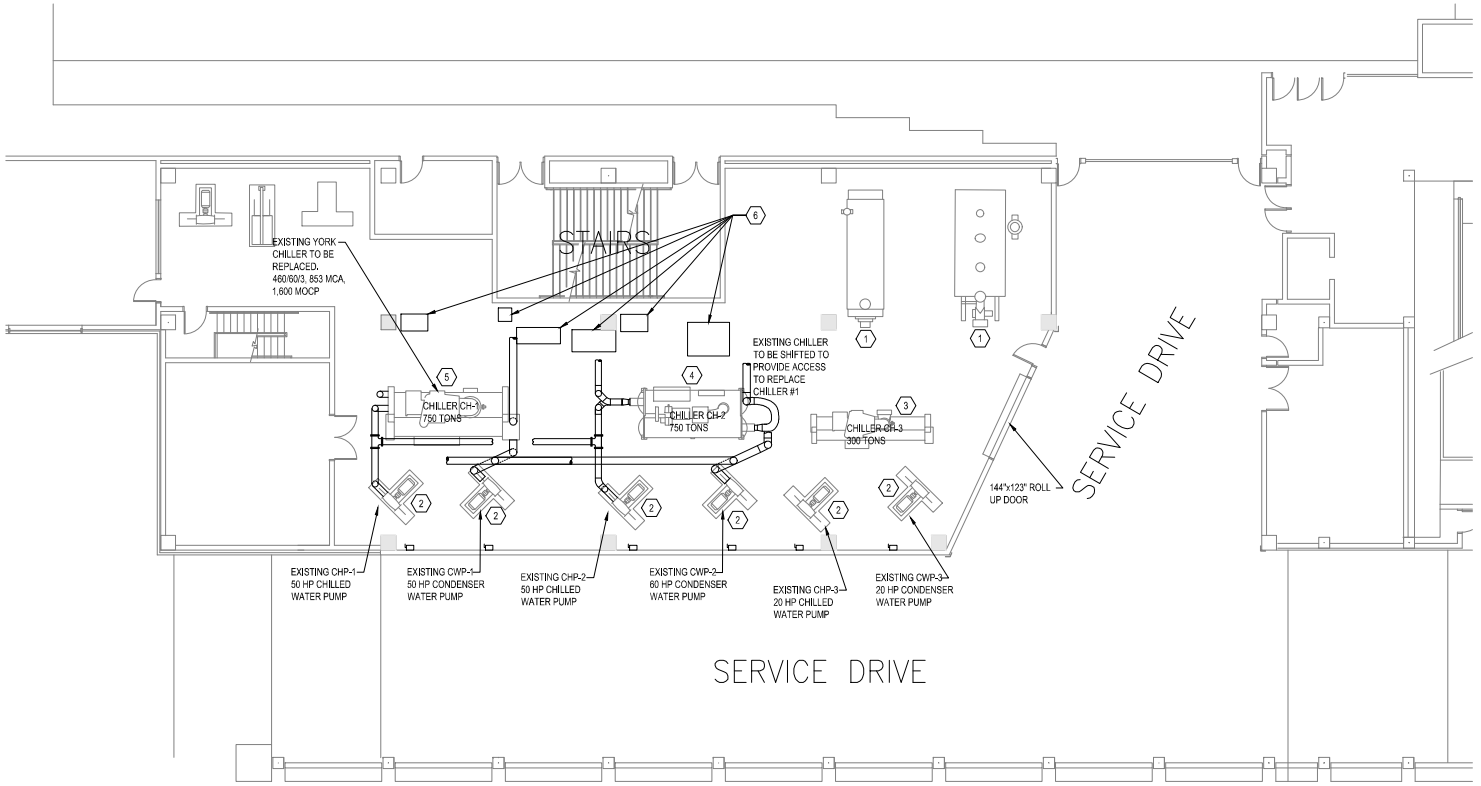
SHEET TITLE:
MECHANICAL
NOTES & AND DETAILS

SHEET NUMBER:
M1.0

SHEET SIZE 36"x24"

SHEET NOTES

1. EXISTING BOILER TO REMAIN. NO WORK REQUIRED.
2. EXISTING PUMP TO REMAIN. CONTRACTOR SHALL INSTALL A VARIABLE FREQUENCY DRIVE (VFD) ON THIS PUMP. THE VFD IS TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR. COORDINATE CONNECTION OF THE BUILDING HVAC CONTROLS (BAS) SYSTEM TO THE NEW VFD WITH THE CITY MAINTENANCE DEPARTMENT. REFERENCE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS. ALL ELECTRICAL WORK SHALL BE PER THE LATEST NEC REQUIREMENTS.
3. EXISTING CHILLER, CH-3. NO WORK REQUIRED.
4. EXISTING CHILLER, CH-2, TO BE DISCONNECTED FROM ITS POWER SUPPLY, ANY NECESSARY CONTROLS, CONDENSER WATER PIPING CONNECIONS, AND CHILLED WATER CONNECTIONS TO ALLOW FOR IT TO BE MOVED TO THE WEST APPROXIMATELY 20" TO 24" TO ALLOW FOR THE CHILLED BEING REPLACED TO PASS BESIDE IT.
5. DISCONNECT EXISTING CHILLED WATER, CONDENSER WATER, AND MAKE-UP WATER CONNECTIONS FROM THE CHILLER. PREPARE THE PIPING AS NECESSARY FOR RECONNECTION TO THE NEW RE-PURPOSED CHILLER. CONTRACTOR SHALL MODIFY THE EXISTING PIPING AS NECESSARY FOR RECONNECTION TO THE NEW CHILLER. CONTRACTOR SHALL FIELD VERIFY PIPING CONNECTION LOCATIONS AND CONNECT AS REQUIRED.
6. EXISTING ELECTRICAL/MECHANICAL EQUIPMENT TO REMAIN.



N

1 **OVERALL EXISTING MECHANICAL PLAN**

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

SHEET SIZE 36"x24"

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PROJECT NO: 25-021

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ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER
3/5/2025
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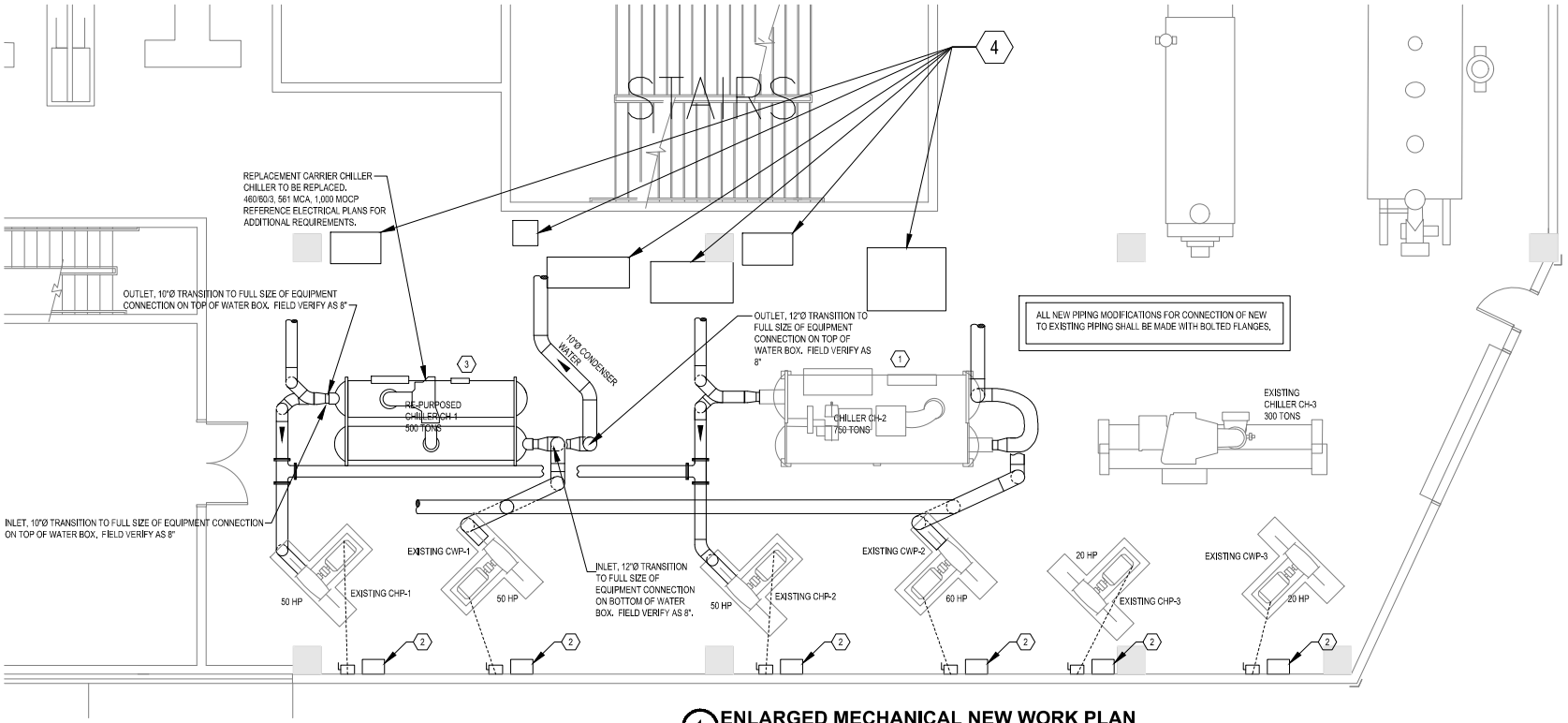
SHEET TITLE:
OVERALL EXISTING MECHANICAL PLAN

SHEET NUMBER:
M2.0

SHEET NOTES

1. EXISTING CHILLED WATER, CONDENSER WATER, AND MAKE-UP WATER PIPING TO BE DISCONNECTED FROM CHILLER AS NECESSARY TO SHIFT THE CHILLER. COORDINATE DISCONNECTION OF POWER AND CONTROLS AS NECESSARY TO ACCOMMODATE THE RELOCATION. IT IS EXPECTED THIS CHILLER WILL BE RECONNECTED AND MADE FUNCTIONAL PRIOR TO COMPLETING THE INSTALLATION OF CH-1. THIS WILL BE DONE IN AN EFFORT TO MINIMIZED DOWN TIME FOR THE CONVENTION CENTER COOLING SYSTEM. A TEMPORARY 750 TON CHILLER IS NOT REQUIRED FOR THIS PROJECT UNLESS THE MOVEMENT AND RECONNECTION OF CH-2 WILL TAKE LONGER THAN 48 HOURS. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS AND PIPING CONNECTIONS TO THIS CHILLER. IT IS EXPECTED THAT ALL PIPING REQUIRED FOR REMOVAL TO ACCOMMODATE THE MOVING OF THE CHILLER WILL BE AT FLANGED AND BOLTED LOCATIONS. CUTTING AND WELDING OF PIPING IS NOT EXPECTED TO BE REQUIRED. ANY COMPONENTS DAMAGED OR BROKEN DURING THE MOVEMENT OF THIS EQUIPMENT SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE. IF ANYTHING IS DAMAGED OR BROKEN BEFORE WORK STARTS, THE CONTRACTOR SHALL POINT IT OUT TO THE CITY MECHANICAL MAINTENANCE PERSONNEL AND ENGINEER.
2. NEW VFD PROVIDED AND INSTALLED BY THE CONTRACTOR. SEE ELECTRICAL PLANS FOR ADDITIONAL REQUIREMENTS. NEW VFD'S SHALL BE "ABBD" ACH580 SERIES WITH BYPASS. DRIVES SHALL BE INSTALLED PER SPECIFIC MANUFACTURER'S RECOMMENDATIONS.
3. RE-PURPOSED NOMINAL 500 TON CHILLER, CH-1. MODIFY EXISTING CHILLED AND CONDENSER WATER PIPING AS NECESSARY FOR CONNECTION TO CHILLER. FIELD VERIFY A SUITABLE LOCATION FOR CONNECTION OF NEW TO EXISTING PIPING. TRANSITION AND OFFSET PIPING AS NECESSARY TO MEET NEW CONNECTION LOCATIONS. FIELD VERIFY CONNECTIONS AS 8"Ø FOR BOTH THE CONDENSER AND CHILLED WATER. PROVIDE FLANGED CONNECTIONS AT INTERFACE BETWEEN NEW AND EXISTING PIPE. BALANCE CHILLED AND CONDENSER WATER FLOWS THROUGH THE CHILLER TO MEET THE ORIGINAL EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
4. EXISTING ELECTRICAL/MECHANICAL EQUIPMENT TO REMAIN.

NOTE:
THE REPURPOSED CHILLER FROM THE CIVIC CENTER HAS A NITROGEN HOLDING CHARGE. THE CONTRACTOR IS RESPONSIBLE FOR PURGING THE CHILLER AND CHARGING IT WITH R-134A. THE NAME PLATE INDICATES THE CHILLER WILL REQUIRE 1,178 LBS.



N

1 ENLARGED MECHANICAL NEW WORK PLAN

4' 0' 4' 8'

SCALE: 1/4"=1'-0"

SHEET SIZE 36"x24"

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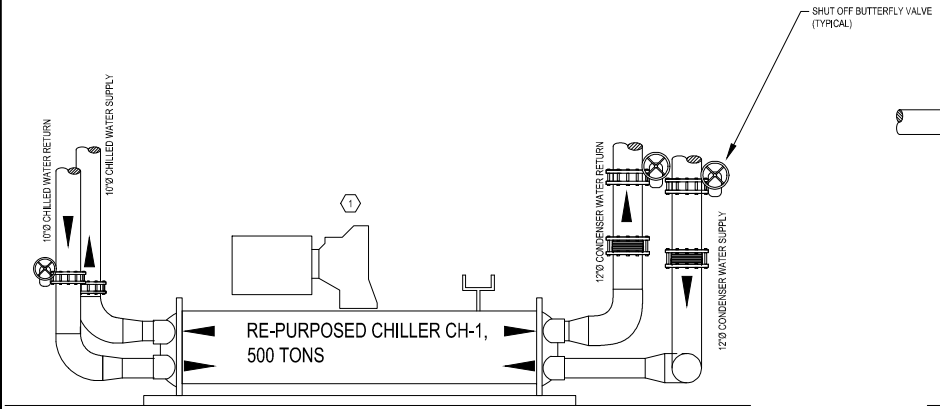
SHEET TITLE:
ENLARGED MECHANICAL NEW WORK PLAN

SHEET NUMBER:
M3.0

SHEET NOTES

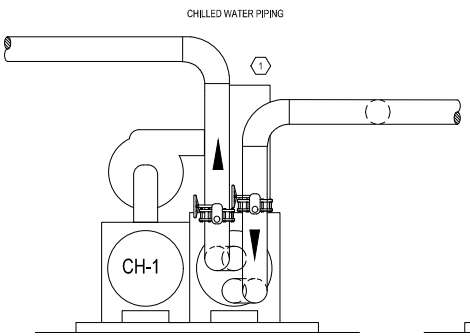
1. THE RE-PURPOSED 500 TON CHILLER IS REPLACING THE EXISTING 750 TON CHILLER. THE RE-PURPOSED CHILLER BEING INSTALLED IS A 500 TON CHILLER AND WILL NOT MATCH THE EXISTING PIPING CONNECTIONS EXACTLY, BUT THE CONNECTIONS ARE SIMILAR WITH RESPECT TO THE CONFIGURATION ON THE CHILLER. THE CONTRACTOR SHALL OFFSET AND TRANSITION THE EXISTING CHILLED AND CONDENSER WATER PIPING CONNECTIONS AS NECESSARY TO MEET THE CONNECTION LOCATIONS ON THE CHILLER. THE ISOLATION BUTTERFLY VALVES ADJACENT TO THE CHILLER (FOUR) ARE TO BE REPLACED NEW. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO BE ABLE TO ACCOMPLISH THE REPLACEMENT OF THE VALVES INCLUDING DRAINING AND REFILLING THE WATER SYSTEMS AS NECESSARY. TRANSITION THE EXISTING PIPING TO THE CONNECTION SIZES ON THE CHILLER WITHIN 24" OF THE CONNECTION. THE CHILLED WATER PIPING SHALL BE RE-INSULATED TO MATCH THE EXISTING INSULATION AND JACKETING. FIELD VERIFY EXISTING PIPING SIZES AND CONNECTION SIZES. LABEL NEW PIPING WITH SERVICE AND DIRECTIONS.

PIPING ARRANGEMENTS AND VALVES ARE APPROXIMATE. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK.



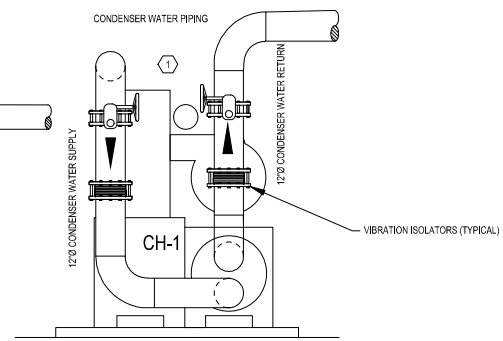
1 **CHILLER CH-1, ELEVATION PIPING PLAN**

2' 0' 2' 4'
SCALE: 1/2"=1'-0"



2 **CHILLER CH-1, ELEVATION CHILLED WATER PIPING PLAN**

2' 0' 2' 4'
SCALE: 1/2"=1'-0"



3 **CHILLER CH-1, ELEVATION CONDENSER WATER PIPING PLAN**

2' 0' 2' 4'
SCALE: 1/2"=1'-0"

SHEET SIZE 36"x24"

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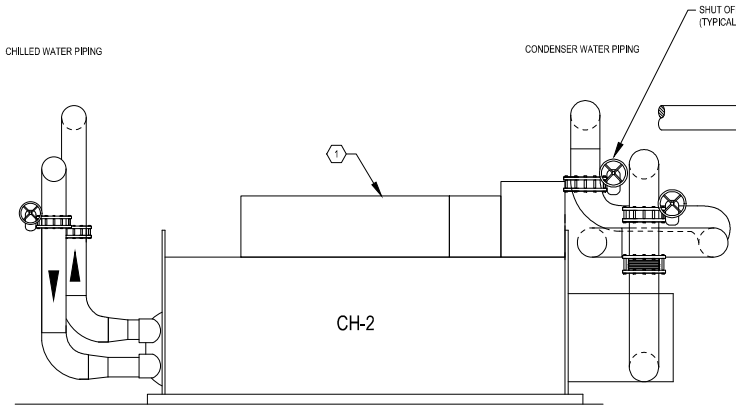
SHEET TITLE:
MECHANICAL PIPING ELEVATION AND DETAIL FOR CH-1

SHEET NUMBER:
M4.0

SHEET NOTES

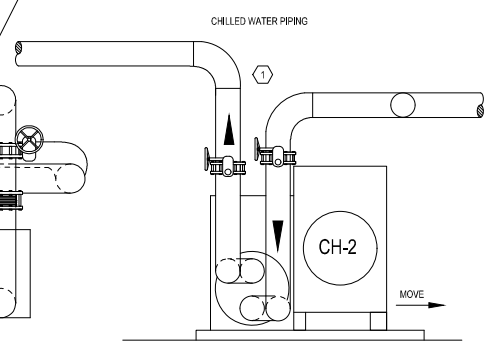
1. EXISTING CHILLER, CH-2, TO BE MOVED TO ACCOMMODATE THE INSTALLATION OF CHILLER, CH-1. CONTRACTOR SHALL ISOLATE THE CHILLED WATER AND CONDENSER WATER PIPING AS WELL AS THE MAKE-UP WATER PIPING. DISCONNECT THE PIPING AS NECESSARY TO ALLOW FOR THE LATERAL MOVEMENT OF THE CHILLER 18"-24". THE EXISTING CHILLED AND CONDENSER WATER VALVES (FOUR) ARE TO BE CLEANED ON THE EXPOSED SIDE AND A FULL MAINTENANCE ON THE GEAR DRIVE IS TO BE PERFORMED. CONTRACTOR SHALL DISCONNECT ALL MAKE UP WATER CONNECTIONS, POWER, AND CONTROLS CONNECTIONS AS NECESSARY TO ALLOW FOR THE SHIFTING OF THE CHILLER. ONCE THE CHILLER BEING REPLACED HAS BE MOVED PAST CH-2, THE CONTRACTOR SHALL RECONNECT CH-2 AND GET IT FUNCTIONING BEFORE COMMENCING WITH THE WORK TO COMPLETE THE INSTALL OF CHILLER, CH-1. ANY CHILLED WATER PIPING INSULATION THAT IS DAMAGED DURING THE SHIFTING OF THE CHILLER SHALL BE REPLACED NEW WITH MATCHING INSULATION AND JACKETING. CONTRACTOR SHALL APPLY NEW SERVICE AND DIRECTIONAL ARROWS. CONTRACTOR SHALL SEE ELECTRICAL PLANS FOR ADDITIONAL REQUIREMENTS. CONTRACTOR SHALL FIELD VERIFY ALL CONNECTIONS THAT NEED TO BE DISCONNECTED AND INCLUDE THE WORK REQUIRED FOR THAT IN THEIR BID. THE FLEXIBLE CONNECTORS BETWEEN THE VALVES AND THE CHILLER CONNECTIONS SHALL BE REPLACED NEW. FIELD VERIFY ACTUAL SIZE AND CONNECTION REQUIREMENTS AND PROVIDE ACCORDINGLY.

PIPING ARRANGEMENTS AND VALVES ARE APPROXIMATE. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK.



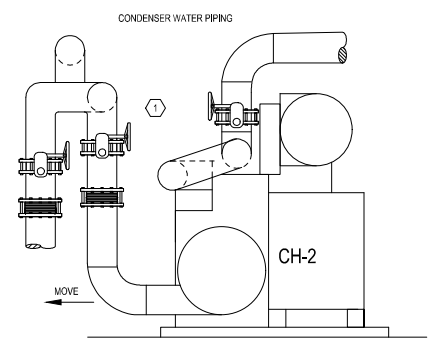
1 **CHILLER CH-2, ELEVATION PIPING PLAN**

2' 0' 2' 4'
SCALE: 1/2"=1'-0"



2 **CHILLER CH-2, ELEVATION CHILLED WATER PIPING PLAN**

2' 0' 2' 4'
SCALE: 1/2"=1'-0"



3 **CHILLER CH-2, ELEVATION CONDENSER WATER PIPING PLAN**

2' 0' 2' 4'
SCALE: 1/2"=1'-0"

SHEET SIZE 36"x24"

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SHEET TITLE:
MECHANICAL PIPING ELEVATION AND DETAIL FOR CH-2

SHEET NUMBER:
M4.1

ELECTRICAL LEGEND

POWER EQUIPMENT:

- DISCONNECT SWITCH (NON-FUSED) (HEAVY DUTY FOR OUTDOOR USE)
- DISCONNECT SWITCH (FUSED AS INDICATED) (HEAVY DUTY FOR OUTDOOR USE)
- VFD — VARIABLE FREQUENCY DRIVE: WITH INTEGRAL DISCONNECT AND SIZE AS INDICATED.

MISCELLANEOUS EQUIPMENT:

- (X) ELECTRICAL TERMINATION TO EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)

WIRING:

- CIRCUIT WIRING (2#12, 1#12G, 3/4"C., UNLESS OTHERWISE NOTED). (TICK MARKS DESIGNATE QUANTITY OF HOT/NEU CONDUCTORS)
- 2DP-XX — CIRCUIT HOME RUN TO THE INDICATED PANELBOARD. (2#12, 1#12G, 3/4" C., UNLESS OTHERWISE NOTED)
- W — LOW VOLTAGE CABLING NOT ROUTED IN CONDUIT. (SEE MANUFACTURER'S SPECIFICATIONS FOR WIRE TYPE)

IDENTIFICATION:

- HPL 1 — IDENTIFICATION TAG: MECHANICAL EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)
- 2DP — IDENTIFICATION TAG: ELECTRICAL DISTRIBUTION. (SEE SCHEDULES FOR MORE INFORMATION)

ELECTRICAL SPECIFICATIONS

1. GENERAL ELECTRICAL:
   - 1.1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AS INDICATED WITHIN THESE DRAWINGS. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND WITH MANUFACTURER'S RECOMMENDATIONS.
   - 1.2. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE ARCHITECTURAL, STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND CONNECT ALL ITEMS AS INDICATED ON THE DRAWINGS.
   - 1.3. THE ARCHITECT SHALL BE NOTIFIED OF ANY CONFLICTS, OR INTERFERENCES THAT OCCUR BETWEEN INDIVIDUAL DRAWINGS,
   - 1.4. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN A NEAT, FIRST CLASS, WORKMANLIKE MANNER, TO THE APPROVAL OF THE ARCHITECT/ENGINEER AND GOVERNING AUTHORITIES.
   - 1.5. IN ADDITION TO THE MANUFACTURERS STANDARD GUARANTEES, THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP AGAINST DEFECTS FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND SHALL CORRECT ANY DEFECTS AT NO ADDITIONAL COST TO THE OWNER, ALL LAMPS SHALL BE GUARANTEED FOR 30 DAYS AFTER ACCEPTANCE.
   - 1.6. THE LOADS SHOWN FOR APPLIANCES AND EQUIPMENT ARE BASED ON DESIGN INFORMATION. THE CONTRACTOR SHALL VERIFY ALL APPLIANCE LOADS PRIOR TO RUNNING THE CIRCUIT. THE MINIMUM CIRCUIT REQUIREMENTS SHALL BE BASED ON THE APPLIANCE NAMEPLATE VALUE OR CODE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. ADDITIONAL COMPENSATION SHALL NOT BE ALLOWED FOR APPLIANCE MODIFICATIONS BY THE CONTRACTOR.
   - 1.7. PRIOR APPROVAL: PRIOR APPROVAL SHALL BE REQUIRED FOR ANY MANUFACTURER OTHER THAN THOSE LISTED FOR ALL SPECIFIED ITEMS IN THESE DRAWINGS. SUBMIT ALL REQUESTS FOR PRIOR APPROVAL 2 WEEKS PRIOR TO BID OPENING. ENGINEER'S APPROVAL WILL BE IN THE FORM OF AN ADDENDUM.
2. CODES & STANDARDS:
   - 2.1. INSTALLATION AND MATERIALS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES & STANDARDS:
     - 2.1.1. NATIONAL ELECTRICAL CODE.
     - 2.1.2. NFPA 72, NATIONAL FIRE PROTECTION CODE,
     - 2.1.3. INTERNATIONAL BUILDING CODE.
     - 2.1.4. INTERNATIONAL ENERGY CONSERVATION CODE.
     - 2.1.5. NFPA 101.
     - 2.1.6. ADA .
     - 2.1.7. ANSI.
     - 2.1.8. NEMA.
     - 2.1.9. OSHA.
     - 2.1.10. UL.
3. ALTERATIONS & ADDITIONS TO EXISTING WORK:
   - 3.1. PROVIDE ALL NECESSARY ADDITIONS AND ALTERATIONS TO EXISTING WORK AS REQUIRED TO PROVIDE AND MAINTAIN A COMPLETE AND PROPER ELECTRICAL INSTALLATION.
   - 3.2. AS NECESSARY, RELOCATE EXISTING ELECTRICAL WORK SO OTHER TRADES CAN PURSUE THEIR WORK.
   - 3.3. MAINTAIN POWER TO EXISTING PORTIONS OF BUILDINGS FED FROM OR THROUGH AREA IN SCOPE OF THIS CONTRACT.
   - 3.4. COORDINATE ALL REQUIRED OUTAGES WITH OWNER.
4. BASIC MATERIALS & METHODS:
   - 4.1. ALL POWER AND DISTRIBUTION CABLING SHALL BE COPPER TYPE THWN/THHN.
   - 4.2. ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.
   - 4.3. CONDUIT ROUTINGS AND DEVICE/EQUIPMENT LOCATIONS SHOWN ARE DIAGRAMMATIC ONLY. CONTRACTOR SHALL FIELD ROUTE AND LOCATE AS REQUIRED. CONDUIT ROUTINGS SHALL BE PARALLEL OR PERPENDICULAR TO BUILDING LINES.
   - 4.4. COORDINATE ALL ELECTRICAL WORK WITH OTHER TRADES AND STRUCTURAL COMPONENTS.
   - 4.5. THE CONDUIT MATERIAL SHALL BE AS FOLLOWS:
     - 4.5.1. ABOVE GRADE SUBJECT TO PHYSICAL ABUSE - RGS.
     - 4.5.2. ABOVE GRADE NOT SUBJECT TO PHYSICAL ABUSE OR WEATHER - EMT.
     - 4.5.3. INDOORS NOT SUBJECT TO PHYSICAL ABUSE - EMT, OR METAL CLAD CABLE(AS ALLOWED BY LOCAL AUTHORITY HAVING JURISDICTION).
     - 4.5.4. FINAL CONDUIT CONNECTIONS TO HEAT PUMPS, AIR HANDLERS, EXHAUST FANS, AND WATER HEATERS SHALL BE LFMC WHETHER INTERIOR OR EXTERIOR.
   - 4.6. CONDUIT FITTINGS SHALL BE AS FOLLOWS:
     - 4.6.1. EMT - <=2" USE STEEL SET SCREW WITH INSULATED THROATS FOR INTERIOR/ USE COMPRESSION FITTINGS WITH INSULATED THROATS FOR EXTERIOR, >2" USE SET-SCREW STEEL WITH INSULATED THROATS.
     - 4.6.2. RGS - THREADED GALVANIZED STEEL,
   - 4.7. ALL SIDEWALKS AND PARKING LOT ASPHALT AREAS THAT ARE CUT DUE TO NEW ELECTRICAL SERVICES SHALL BE REPAIRED TO MATCH EXISTING.
   - 4.8. ALL DIMENSIONS TO DEVICES AFF SHALL BE TO CENTERLINE UNLESS NOTED OTHERWISE.
   - 4.9. COORDINATE LOCATIONS OF ELECTRICAL EQUIPMENT, DEVICES, OUTLETS, FIXTURES, ETC., WITH ARCHITECTURAL PLANS, ELEVATIONS AND REFLECTED CEILING PLANS PRIOR TO ROUGH-IN WORK.
5. GROUNDING & BONDING:
   - 5.1. PROVIDE AN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.
6. IDENTIFICATION:
   - 6.1. PROVIDE ENGRAVED 1"X3" PHENOLIC LABELS FOR ALL PANELBOARDS, SAFETY SWITCHES, TRANSFORMERS, CABINETS, ETC.
   - 6.2. PAINT THE RACEWAY SYSTEM COUPLINGS AND BOX COVERS ABOVE CEILINGS FOR THE FOLLOWING SYSTEMS AS FOLLOWS:
     - 6.2.1. 208 VOLT SYSTEMS - BLACK.
     - 6.2.2. 480 VOLT SYSTEMS - BROWN.
     - 6.2.3. AFTER PAINTING, WRITE THE CIRCUIT NUMBER (I.E. "LPA-34") ON ALL BRANCH CIRCUIT JUNCTION BOX COVERS ABOVE CEILING WITH WHITE MARKER.
7. SAFETY SWITCHES:
   - 7.1. GENERAL DUTY, VISIBLE BLADE, LOCKABLE, QUICK-MAKE/QUICK-BREAK, HORSEPOWER RATED, FUSED WHERE INDICATED.
   - 7.2. PROVIDE WITH GROUND LUG KIT.
   - 7.3. INTERIOR - NEMA 1.
   - 7.4. EXTERIOR - NEMA 3R.
   - 7.5. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER SIEMENS, EATON

ABBREVIATIONS

A	AMPS
AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AL	ALUMINUM
ARCH	ARCHITECT OR ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
BFG	BELOW FINISHED GRADE
BKR	CIRCUIT BREAKER
BLDG	BUILDING
C	CONDUIT
C/B	CIRCUIT BREAKER
CKT	CIRCUIT
CT	CURRENT TRANSFORMER
CU	COPPER
DDC	DIRECT DIGITAL CONTROL
DEMO	DEMOLISH
ELEC	ELECTRICAL
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR
EWC	ELECTRIC WATER COOLER
EMT	ELECTRICAL METALLIC TUBING
EQUIP	EQUIPMENT
FMC	FLEXIBLE METAL CONDUIT
FA	FIRE ALARM
FACP	FIRE ALARM SYSTEM CONTROL PANEL
FLA	FULL LOAD AMPS
GFCI	ROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GEC	GROUNDING ELECTRODE CONDUCTOR
HH	HANDHOLE
HOA	HAND-OFF-AUTOMATIC
HP	HEAT PUMP OR HORSEPOWER
HVAC	HEATING, VENTILATION & AIR-CONDITIONING
JB	JUNCTION BOX
kAIC	KILO-AMPERE INTERRUPTING CAPABILITY
kCMIL	THOUSAND CIRCULAR MILS
LTG	LIGHTING
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
LV	LOW VOLTAGE
MAX	MAXIMUM
MCA	MINIMUM CIRCUIT AMPACITY
MCC	MOTOR CONTROL CENTER
MCM	THOUSAND CIRCULAR MILS
MH	MANHOLE
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MNT	MOUNTING HEIGHT
MTG	MOUNTING
MTS	MANUAL TRANSFER SWITCH
MV	MEDIUM VOLTAGE
N1	NEMA 1
N3R	NEMA 3R
N/A	NOT APPLICABLE
NEC	NATIONAL ELECTRICAL CODE
NEU	NEUTRAL
OCPD	OVERCURRENT PROTECTION DEVICE
OHE	OVERHEAD ELECTRIC
PNL	PANELBOARD
PWR	POWER
REC	RECEPTACLE
REQ	REQUIRED
RM	ROOM
RGS	RIGID GALVANIZED STEEL CONDUIT
RNC	RIGID NON-METALLIC CONDUIT
SA	SURGE ARRESTER
SCA	SHORT CIRCUIT AMPS
SPEC	SPECIFICATION
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS' LABORATORIES
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLT
VA	VOLT-AMPERES
VAR	VOLT-AMPERES REACTIVE
VAV	VARIABLE AIR VOLUME UNIT
W	WATTS
WAO	WORK AREA OUTLET
WP	WEATHERPROOF
XFMR	TRANSFORMER
ϕ	PHASE
72°	DEGREES
Δ	DELTA
Ω	OHMS

SHEET SIZE 36"x24"

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ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:
ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 50680 PROFESSIONAL ENGINEER CHRISTINA MARIE JAGUAR

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SHEET TITLE:
ELECTRICAL LEGEND & SPECIFICATIONS

SHEET NUMBER:
E1.0

KEY NOTES

1. THE ELECTRICAL CONTRACTOR IS TO DISCONNECT THE EXISTING CONDUIT AND WIRING FROM THIS EXISTING DISCONNECT SWITCH AND REMOVE TO THE MECHANICAL EQUIPMENT IT IS SERVING. SECURE THIS CONDUIT AND WIRING TO MODIFY AND RE-ROUTE IN THE NEW WORK PHASE.
2. THE ELECTRICAL CONTRACTOR IS TO DE-ENERGIZE, DISCONNECT AND SECURE THE EXISTING CONDUIT AND WIRING SERVING CHILLER "CH-1" FOR CONNECTION TO NEW MECHANICAL EQUIPMENT IN THE NEW WORK PHASE.
3. THE ELECTRICAL CONTRACTOR IS TO DE-ENERGIZE, DISCONNECT AND SECURE THE EXISTING CONDUIT AND WIRING SERVING CHILLER "CH-2" FOR RE-CONNECTION IN THE NEW WORK PHASE.

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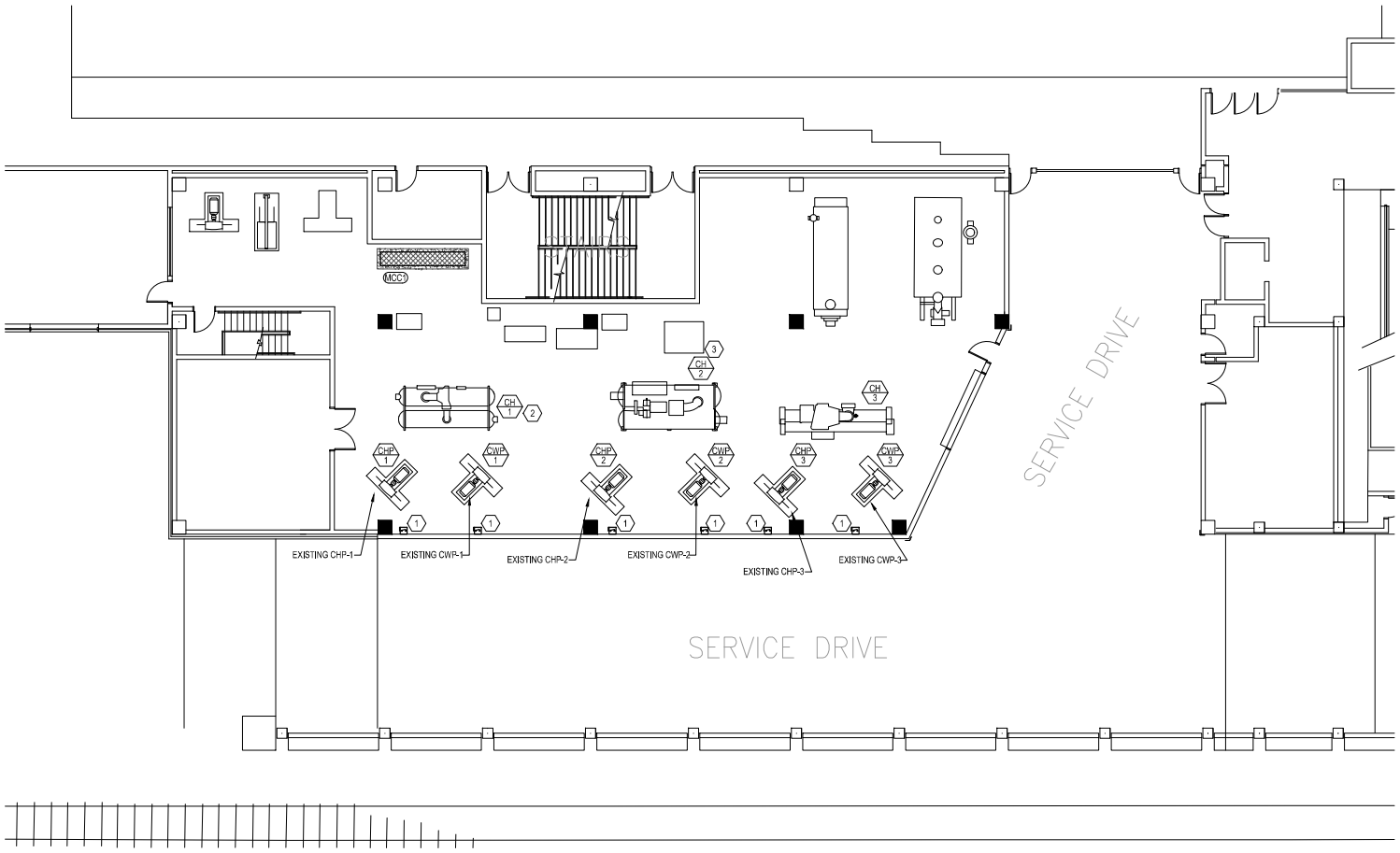

N

1 EXISTING POWER PLAN

0' 8' 16' 24'
SCALE: 1/8" = 1' - 0"

SHEET SIZE 36"x24"

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ARTHUR R. OUTLAW CONVENTION CENTER MECHANICAL IMPROVEMENTS

PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE 09/05/2025

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SHEET TITLE: ELECTRICAL EXISTING POWER PLAN

SHEET NUMBER: E2.0

KEY NOTES

1. THE ELECTRICAL CONTRACTOR IS TO MODIFY, EXTEND, AND/OR RE-ROUTE CONDUIT AND WIRING FROM THE EXISTING DISCONNECT SWITCH, NEW VFD, AND THE MECHANICAL EQUIPMENT IT SERVES.
2. THE ELECTRICAL CONTRACTOR IS TO COORDINATE WITH THE MECHANICAL CONTRACTOR THE INSTALLATION OF THE NEW VARIABLE FREQUENCY DRIVE, WHICH ARE PROVIDED BY MECHANICAL CONTRACTOR AND INSTALLED BY THE ELECTRICAL CONTRACTOR.
3. THE ELECTRICAL CONTRACTOR IS TO EXTEND THE EXISTING CONDUIT AND WIRING TO THIS MECHANICAL EQUIPMENT AND TERMINATE.
4. THE ELECTRICAL CONTRACTOR IS TO RE-ROUTE THE EXISTING FEEDERS SERVING CHILLER "CH-1" TO THIS NEW NEMA 3R 1200A FUSED DISCONNECT SWITCH (FUSED AT 1000A).

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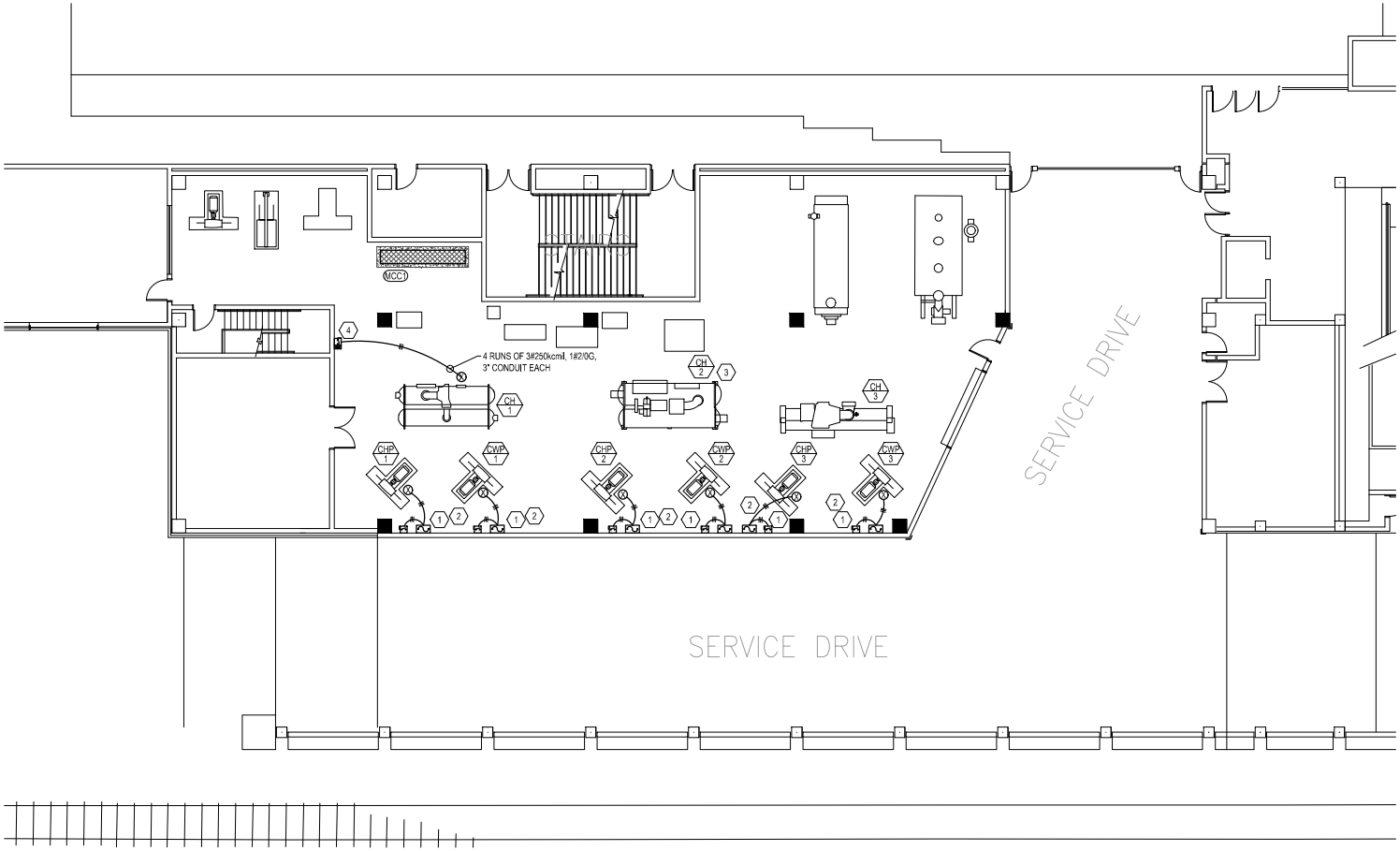

N

1 NEW WORK POWER PLAN

0' 8' 16' 24'

SCALE: 1/8" = 1' - 0"

SHEET SIZE 36"x24"

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SHEET TITLE:
ELECTRICAL NEW WORK POWER PLAN

SHEET NUMBER:
E2.1

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CWP-1
240V/3ϕ
FROM MCC-1



DISCONNECT SWITCH/VFD LABEL

1) PLASTIC TAG WITH ENGRAVED LETTERING,
2) BLACK LETTERS WITH 1/2" AND 1/4" TEXT AND WHITE BACKGROUND,
3) SECURE TAG WITH STAINLESS STEEL SCREWS AND BEVEL EDGES.

1 TYPICAL LABELING DETAIL

MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE

MARK	ITEM	VOLTAGE/Ø	MCA	LOAD	MEANS OF DISCONNECT	C/B TRIP (AMPS)	CIRCUIT		
							Ø	GROUND	CONDUIT
CH-1	CHILLER	480/3	561	374kW	FDS	-	4 RUNS OF 3#250	1#2/0 EA	3"C EA
CHP-1	CHILLED WATER PUMP	208/3	180	50hp	VFD	-	3#4/0	1#6	3"C
CWP-1	CHILLED WATER PUMP	208/3	180	50hp	VFD	-	3#4/0	1#6	3"C
CHP-2	CHILLED WATER PUMP	208/3	180	50hp	VFD	-	3#4/0	1#6	3"C
CWP-2	CHILLED WATER PUMP	208/3	213	60hp	VFD	-	3#4/0	1#4	3"C
CHP-3	CHILLED WATER PUMP	208/3	75	20hp	VFD	-	3#4	1#6	2"C
CWP-3	CHILLED WATER PUMP	208/3	75	20hp	VFD	-	3#4	1#6	2"C
NOTES	N1=NEMA 1, N3R=NEMA 3R, SS=SAFETY SWITCH, C/B=SERVING C/B, TSM=MOTOR RATED TS								

SHEET SIZE 36"x24"

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SHEET TITLE: ELECTRICAL DETAILS

SHEET NUMBER: E3.0

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 9, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General: **NA**

Clarifications: **NA**

Forms and Specifications:

- Section 230000 - HVAC General Specification
- Section 230553 - HVAC Identification Specification
- Section 232113 - Hydronic Piping Specification

Drawings: NA

RFI's: NA

Attachments:

1. 230000 - HVAC General
2. 230553 - HVAC Identification
3. 232113 - Hydronic Piping

END OF ADDENDUM NO. 1

1

SECTION 230000 – HVAC GENERAL

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment and materials and performing all operations necessary for the installation of the mechanical work as herein called for and shown on the drawings. The work shall include but shall not be limited to the following:

Provide all HVAC (Heating, Ventilating, and Air Conditioning) and associated controls systems for the project. Fully coordinate all mechanical requirements with work by other Divisions under this construction contract. All systems shall be complete and fully functional.

1.2 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

B. Provisions of this section apply to work of all Division 23 sections.

C. Review all other contract documents to be aware of conditions affecting work herein.

1.3 Definitions:

A. Provide: Furnish and install, complete and ready for intended use.

B. Furnish: Supply and deliver to the project site, ready for subsequent requirements.

C. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

1.4 Permits and Fees: Contractor shall obtain all necessary permits, meters, and inspections required for Division 23 work and pay all fees and charges incidental thereto.

1.5 Verification of Owner's Survey Data: Prior to commencing any work, the Contractor shall verify the accuracy of all survey data as indicated in these plans and specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the data, such items shall immediately be notified to the Architect/Engineer so that proper adjustments can be anticipated and ordered. Commencement by the Contractor of work shall be held as an acceptance of the data after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said data.

1.6 Delivery and Storage of Materials: Materials delivered to site shall be inspected for damage,

unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage.

1.7 Extent of work is indicated by the drawings, schedules, and the requirements of the specifications. Singular references shall not be construed as requiring only one device if multiple devices are shown on the drawings or are required for proper system operation.

1.8 Field Measurements and Coordination:

A. The intent of the drawings and specifications is to obtain a complete and satisfactory installation. Separate divisional drawings and specifications shall not relieve the Contractor or subcontractors from full compliance of work of his trade indicated on any of the Drawings or in any Section of the Specifications. Report conflicts prior to start of work.

B. Verify all field dimensions and locations of equipment to ensure close, neat fit with other trades' work. Make use of all contract documents and approved shop drawings to verify exact dimension and locations.

C. Coordinate work in this division with all other trades in proper sequence to ensure that the total work is completed within contract time schedule and with minimum cutting and patching.

D. Locate all equipment, ductwork, piping, and apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on mechanical drawings, be guided by architectural details and conditions existing at job and correlate this work with that of others. Provide all required work clearances as defined by code and manufacturer’s recommendations.

E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. Cut no structural members without written approval from Engineer or Architect.

F. Carefully examine any existing conditions, piping, ductwork, and premises. Compare drawings with existing conditions. Report any observed discrepancies. It shall be the Contractor’s responsibility to properly coordinate the work and to identify problems in a timely manner. Written instructions will be issued by the Engineer to resolve discrepancies.

G. Because of the small scale of the drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and room dimensions and take actual measurements on the job. Locate piping, ductwork, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and for coordination with all trades. Contractor shall not order materials or perform work without verification. No extra compensation will be allowed because field measurements vary from the dimensions on the drawings. If field measurements show that equipment or material cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.

1.9 Guarantee and Service:

A. The Contractor shall guarantee labor, materials and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner. Manufacturer warranties do not relieve the Contractor of this responsibility.

B. Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond or relieving Contractor of his responsibilities during guarantee period.

C. Contractor shall provide service of all new equipment during the guarantee period without additional expense to the Owner.

1.10 Approval Submittals:

A. Shop drawings, product literature, and other approved submittals will only be reviewed if they are submitted in full accordance with the General and Supplementary Conditions and Division 1 Specification sections and the following:

1. Submittals shall not include items from more than one specification section in the same submittal package.

2. Submittals shall be properly identified by a cover sheet showing the project name, Architect and Engineer names, submittal control numbers, specification section, a list of products or item names with model numbers in the order they appear in the package, and spaces for approved stamps. A sample cover sheet is included at the end of this section.

3. Submittals shall have been reviewed and approved by the General Contractor (or Prime Contractor). Evidence of this review and approval shall be an “Approved” stamp with a signature and date on the cover sheet.

4. The electrical design shown on the drawings supports the mechanical equipment basis of design specifications at the time of design. If mechanical equipment is submitted with different electrical requirements, it is the responsibility of the mechanical contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the mechanical submittal with a written statement that this change will be provided at no additional cost. Mechanical submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost. It is expected for this project that the electrical power requirements are generally limited to disconnect and reconnection of the circuits for the chilled water pumps. See plan notes for additional information and requirements.

B. Before ordering any materials or equipment, and within 30 days after the award of the contract, the Contractor shall submit to the Architect/Engineer one complete schedule showing the make, type, manufacturer's name and trade designation of all equipment.

1. This schedule shall be accompanied by the required number of copies of the manufacturer's printed specifications and shop drawings for each piece of equipment or specialty and shall give dimensions, diagrams, descriptive literature, capacity or rating, kind of material, finish, guarantee, etc., and such other detailed information as the Architect/Engineer may require.

2. When approved, such schedule shall be an addition to these specifications, and shall be of equal force in that no deviation will be permitted except with the approval of the Architect/Engineer.

C. If the shop drawings show variation from the requirements of the contract documents, the Contractor shall make specific mention of such variation in his letter of transmittal. If acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the contract.

D. Review of shop drawings, descriptive literature, catalog data, or schedules shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications, unless he has in writing called to the attention of the Architect/Engineer such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings, descriptive literature, catalog data, or schedules. Any feature or function specified but not mentioned in the submittal shall be assumed to be included per the specification.

E. Submit shop drawings and any other drawings called for in other sections. Shop drawings shall consist of plans, sections, elevations and details to scale (not smaller than 1/4" per foot), with dimensions clearly showing the installation. Direct copies of small-scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other sections and shall show space allotted for it. Include construction details and materials.

F. Submit product data after award of the contract and before any equipment or materials are purchased. Product data are defined as manufacturer's printed literature specifically marked to indicate size and model and accompanied by rating sheets listing values showing that equipment meets scheduled or specified values. Properly coded stamp from the Engineer on returned submittal is required before ordering equipment.

G. Coordinate with other divisions supplying equipment prior to submitting shop drawings.

H. Shop drawings shall be submitted in one package unless approved otherwise by the Engineer. Provide an index of sections listing manufacturers and “as-specified” or not. Each specification section shall be tabbed with equipment inserted.

1.11 Test Reports and Verification Submittals: Submit test reports, certifications and verification letters as called for in other sections. Contractor shall coordinate the required testing and documentation of system performance such that sufficient time exists to prepare the reports, review the reports, and take corrective action within the scheduled contract time.

1.12 O&M Data Submittals: Submit Operations and Maintenance data as called for in other sections when a copy of approved submittals is included in the O&M Manual, only the final “Furnish as Submitted” or “Furnish as Corrected” copy shall be used. Contractor shall organize these later

in the O&M Manuals tabbed by specification number. Prepare O&M Manuals as required by Division 1 and as described herein. Submit manuals at the Substantial Completion inspection.

PART 2 - PRODUCTS

2.1 All materials shall be new or Owner-supplied reused as shown on the Drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following sections.

2.2 Equipment and Materials:

A. Equipment and materials furnished under this division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar equipment or materials.

B. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.

C. The label of the approving agency, such as UL, ASME, AHRI, or AMCA, by which a standard has been established for each particular item, shall be in full view.

D. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer’s latest design.

E. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.

F. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.

G. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of the equipment are suitable for installation.

H. Model Numbers: Catalog numbers and model numbers indicated in the drawings and specifications are used as a guide in the selection of the equipment and are only listed for the Contractor's convenience. The Contractor shall determine the actual model numbers for ordering equipment and materials in accordance with the written description of each item and with the intent of the drawings and specifications.

I. All equipment and material shall be manufactured and assembled in the United States.

2.3 Requests for Substitution:

A. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product or material specified. Other systems, products, equipment or materials may be accepted only if in the opinion of the Engineer, that they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. The Engineer shall approve all such substitutions in materials or equipment in writing. This shall occur prior to bidding.

B. In making requests for substitutions, the Contractor shall list the particular system, product, equipment or material he wishes to substitute and, at bid time, the Contractor shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If the Contractor allows no deduction or addition to the base bid for such substitution, it shall be stated on the request.

C. Requests by the Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

1. Required product cannot be supplied in time for compliance with Contract time requirements.
2. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disabilities as certified by the Contractor.
3. Substantial cost advantage is offered to the Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.

D. All requests for substitution shall contain a “Comparison Schedule” and clearly and specifically indicate any and all differences and omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include, but not limited to, data as follows for both the specified and substituted products:

1. Principle of operation.
2. Materials of construction or finishes.
3. Thickness or gauge of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. Performance and rating data.

E. If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the Contractor’s expense.

2.4 Prior Approval: Prior Approval shall be required for any manufacturer other than those listed for all specified items in the Drawings and Specifications. Submit all requests for approval of the alternate manufacturer's products two weeks prior to bid opening. Approval will be in the form of an Addendum to the Specifications and Drawings. Clearly indicate all differences between the specified and proposed product following the guidelines for substitution herein. This requirement may be waived if, in the opinion of the Engineer, it is in the best interest of the Owner. Submittals received after award of the bid for equipment that has not be Prior Approved shall be subject to immediate rejection.

PART 3 - EXECUTION

3.1 Workmanship: All materials and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Architect/Engineer.

3.2 Coordination:

A. The Contractor shall be responsible for full coordination of the mechanical systems with shop drawings of the building construction so the proper openings and sleeves or supports are provided for piping, ductwork, or other equipment passing through slabs or walls.

B. Any additional steel supports required for the installation of any mechanical equipment, piping, or ductwork shall be furnished and installed under the section of the specifications requiring the additional supports.

C. It shall be the Contractor's responsibility to verify all equipment such as valves, dampers, filters and such other apparatus or equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the drawings.

D. All connections to devices and equipment shown on the drawings shall be considered diagrammatic unless otherwise indicated by detail. The actual connections shall be made to fully suit the requirements of each case and adequately provide for expansion and servicing.

E. The Contractor shall protect equipment, material, and fixtures at all times during storage and construction. The Contractor shall replace all equipment, material, and fixtures which are damaged as a result of inadequate protection.

F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions which will prevent satisfactory installation.

G. Start of work will be construed as acceptance of suitability of work of others.

3.3 Interruption of Service: Before any equipment is shut down for disconnection or tie-ins,

arrangements shall be made with the Architect/Engineer and this work shall be done at the time best suited to the Owner. This will typically be on weekends and/or holidays and/or after normal working hours. Services shall be restored the same day unless prior arrangements are made. All overtime or premium costs associated with this work shall be included in the base bid.

3.4 Phasing: Provide all required temporary valves, piping, ductwork, equipment and devices as required. Maintain temporary services to areas as required. Remove all temporary material and equipment on completion of work unless Engineer concurs that such material and equipment would be beneficial to the Owner on a permanent basis.

3.5 Cutting and Patching: Contractor shall be responsible for cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under these Specifications. Utilize experienced trades for cutting and patching. Obtain permission from Architect/Engineer before cutting any structural items.

3.6 Equipment Setting: Bolt equipment directly to concrete pads or vibration isolators as required, using hot-dipped galvanized anchor bolts, nuts and washers. Level equipment.

3.7 Painting: Touch-up factory finishes on equipment located inside and outside shall be done under the Division 23. Obtain matched color coatings from the manufacturer and apply as directed. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint as required. If corrosion is found to be extensive by the Engineer, the equipment shall be removed and replaced with factory new at the expense of the Contractor.

3.8 Cleanup: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, Contractor is to carefully clean up and leave premises and all portions of building free from debris and in a clean and safe condition.

3.9 Startup and Operational Test: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, startup shall be done by a qualified representative of the manufacturer. Alignment, lubrication, safety, and operating control shall be included in startup check.

3.10 Climate Control: Operate heating and cooling systems as required after initial startup to maintain temperature and humidity conditions to avoid freeze damage and warping or sagging of ceilings and carpet. Operate ventilation systems as required after initial startup in coordination with interior building finishes. Provide and maintain temporary filter media at return air and exhaust air inlets as required to prevent circulation of construction dust / debris through ductwork, coils, and related system components; this filter media is in addition to construction filters protecting coils at air handling equipment.

3.11 Record Drawings:

A. During the progress of the work, the Contractor shall record on his field set of drawings the exact location, as installed, of all piping, ductwork, equipment, and other systems which are not installed exactly as shown on the contract drawings.

B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 sections.

3.12 Acceptance:

A. Request inspections as required under the Supplementary or General Conditions. Conceal no work until inspected.

B. Punch List: Submit written confirmation that all punch lists have been checked and the required work completed. The Contractor shall pay, at the Engineer's current billing rate, for additional field time required by the Engineer to report or check on previous punch list deficiencies.

C. Instructions: At completion of the work, provide a competent and experienced person who is thoroughly familiar with project, for a period deemed necessary by the Owner to instruct permanent operating personnel in the operation of equipment and control systems.

D. Operation and Maintenance Manuals: Furnish complete manuals electronically and organized by system or section. Manuals shall contain:

1. Detailed operating instructions and instructions for making minor adjustments.
2. Complete wiring and control diagrams.
3. Routine maintenance operations.
4. Manufacturer's catalog data, service instructions, and parts lists for each piece of operating equipment.
5. Copies of approved submittals.
6. Copies of all manufacturers' warranties.
7. Copies of test reports and verification submittals.

E. Control Diagrams: Frame under glass and mount on equipment room wall.

F. Test and Balance Report: Submit electronic copies. Report shall be submitted for review prior to Substantial Completion, unless otherwise required by Division 1.

G. Warranties: Submit copies of all manufacturers' warranties.

H. Record Drawings: Submit record drawings.

I. Acceptance will be made on the basis of tests and inspections of the work. A representative of firm that performed test and balance work shall be in attendance to assist. Contractor shall furnish necessary mechanics to operate system, make any necessary adjustments and assist with final inspection.

This is a sample cover sheet. Use one for each shop drawing.

PROJECT NAME
PROJECT NUMBER

SAMPLE

ARCHITECT/ENGINEER: Smith Mechanical Consulting & Design

CONTRACTOR: XYZ Construction

SUBCONTRACTOR: ABC Mechanical Contractor

SUPPLIER: Supply Company

MANUFACTURER: Manufacturer

DATE: MM/DD/YYYY

SECTION: 23 XX XX / Section Name

Any standard heading is acceptable

1. Description: Manufacturer, Model

2. Description: Manufacturer, Model

3. Description: Manufacturer, Model

4. Description: Manufacturer, Model

5. Description: Manufacturer, Model

List each item separately; include manufacturer name and model number

General Contractor's APPROVAL stamp must be on this sheet.

END OF SECTION

SECTION 230553 – HVAC IDENTIFICATION

PART 1 - GENERAL

1.1 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

B. This section is a Division 23 Common Work Results for HVAC section, and is part of each Division 23 section making reference to or requiring identification devices specified herein.

C. Extent of HVAC identification work required by this section is indicated on drawings and/or specified in other Division 23 sections.

D. Refer to Division 26 sections for identification requirements of electrical work (not work of this section). Refer to other Division 23 sections for identification requirements for HVAC controls (not work of this section).

1.2 Codes and Standards: Comply with ANSI A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 - PRODUCTS

2.1 General: Provide manufacturer's standard products of categories and types required for each application as referenced in other Division 23 sections. Where more than a single type is specified for application, selection is the Contractor’s option, but provide single selection for each product category.

2.2 Painted Identification Materials:

A. Stencils: Standard fiberboard stencils, prepared for required applications with letter sizes generally complying with recommendations of ANSI A13.1 for piping and similar applications, but not less than 1-1/4" high letters for ductwork and not less than 3/4" high letters for access door signs and similar operational instructions.

B. Stencil Paint: Standard exterior type stenciling enamel; black, except as otherwise indicated; either brushing grade or pressurized spray-can form and grade.

C. Identification Paint: Standard identification enamel.

2.3 Plastic Pipe Markers:

A. Pressure-Sensitive Type: Provide manufacturer's standard pre-printed, permanent adhesive,

color-coded, pressure-sensitive vinyl pipe markers.

B. Lettering: Manufacturer's standard pre-printed nomenclature which best describes piping system in each instance, as selected by Architect/Engineer in cases of variance with name as shown or specified.

C. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering (to accommodate both directions), or as separate unit of plastic.

2.4 Engraved Plastic-Laminate Signs:

A. General: Provide engraving stock melamine plastic laminate, in the sizes and thicknesses indicated, engraved with engraver's standard letter style a minimum of 3/4” tall and wording indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.

B. Thickness: 1/16" for units up to 20 square inches or 8" length; 1/8" for larger units.

C. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate the substrate.

2.5 Stamped Nameplates: Provide equipment manufacturer's standard stamped nameplates for motors, AHUs, pumps, etc.

PART 3 - EXECUTION

3.1 Coordination: Where identification is to be applied to surfaces which require insulation, painting or other covering or finish, install identification after completion of covering and painting. Install identification prior to installation of acoustical ceilings and similar removable concealment.

3.2 Ductwork Identification:

A. General: Identify air supply, return, exhaust, outside air intake, and relief ductwork with stenciled signs and arrows, showing ductwork service and direction of flow, in black or white.

B. Location: In each space where ductwork is exposed, or concealed only by removable ceiling system, locate signs near points where ductwork originates or continues into concealed enclosures, and at 50' spacing along exposed runs.

C. Access Doors: Provide stenciled signs on each access door in ductwork and housings, indicating purpose of access (to what equipment) and other maintenance and operating instructions and appropriate and procedural information.

3.3 Mechanical Equipment Identification:

A. General: Install engraved plastic laminate sign on or near each major item of mechanical equipment and each operational device. Label shall indicate type of system and area served. Provide signs for the following general categories of equipment and operational devices:

1. Main control and operating valves, including safety devices.
2. Meters, gauges, thermometers, and similar units.
3. Fuel-burning equipment including boilers, furnaces, and heaters.
4. Pumps, compressors, chillers, condensers, and similar equipment.
5. Heat exchangers, coils, evaporators, cooling towers, heat recovery units and similar equipment.
6. Fans, blowers, primary balancing dampers and VAV boxes.
7. HVAC air handlers, ductless units, and fan coil units.
8. Tanks and pressure vessels.
9. Air conditioning indoor and outdoor units.

B. Above-Ceiling Identification: Provide additional engraved plastic laminate sign attached to ceiling to indicate location of concealed equipment installed above ceiling. Coordinate size, location, and attachment of above-ceiling equipment identification with Architect / Engineer.

3.4 Stamped Nameplates: Equipment manufacturers to provide standard stamped nameplates on all major equipment items such as motors, pumps, boilers, chillers, AHUs, etc. Where motors are hidden from view (within equipment casing, or otherwise not easily accessible, etc.), the equipment supplier shall furnish a duplicate motor data nameplate to be affixed to the equipment casing in an easily visible location, unless data is already included on the equipment nameplate.

3.5 Adjusting and Cleaning:

A. Relocate any mechanical identification device which has become visually blocked by work of this division or other divisions.

B. Clean face of each identification device and glass frame of each valve chart.

END OF SECTION

SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes pipe and fitting materials, joining methods, special-duty valves, and specialties for the following:
   1. Condenser-water piping.
   2. Makeup-water piping.
   3. Condensate-drain piping.

B. See Section 232123 "Hydronic Pumps" for pumps, motors, and accessories for hydronic piping.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following:

   1. Plastic pipe and fittings with solvent cement.
   2. Pressure-seal fittings.
   3. Steel Pipe and Fittings.
   4. Valves.
   5. Hydronic specialties.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 STEEL PIPE AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; type, grade, and wall thickness as indicated in Part 3 "Piping Applications" Article.

B. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125 and 250 as indicated in Part 3 "Piping Applications" Article.

C. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in Part 3 "Piping Applications" Article.

D. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in Part 3 "Piping Applications" Article.

E. Cast-Iron Pipe Flanges and Flanged Fittings: ASME B16.1, Classes 25, 125, and 250; raised ground face, and bolt holes spot faced as indicated in Part 3 "Piping Applications" Article.

F. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:

1. Material Group: 1.1.
2. End Connections: Butt welding.
3. Facings: Raised face.

G. Grooved Mechanical-Joint Fittings and Couplings:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
3. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] <Insert manufacturer's name; product name or designation> or a comparable product by one of the following:

a. Anvil International, Inc.
b. Central Sprinkler Company; a division of Tyco Fire & Building Products.
c. National Fittings, Inc.
d. S. P. Fittings; a division of Star Pipe Products.
e. Victaulic Company.
f. <Insert manufacturer's name.>

4. Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47/A 47M, Grade 32510 malleable iron; ASTM A 53/A 53M, Type F, E, or S, Grade B fabricated steel; or ASTM A 106, Grade B steel fittings with grooves or shoulders constructed to accept grooved-end couplings; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
5. Couplings: Ductile- or malleable-iron housing and synthetic rubber gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.

2.2 PLASTIC PIPE AND FITTINGS

A. PVC Plastic Pipe: ASTM D 1785, Schedules 80, plain ends as indicated in Part 3 "Piping Applications" Article.

B. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2467 for Schedule 80 pipe.

2.3 JOINING MATERIALS

A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.

a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.

F. Solvent Cements for Joining Plastic Piping:

1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

b. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
c. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

G. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

2.4 TRANSITION FITTINGS

A. Plastic-to-Metal Transition Fittings:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Charlotte Pipe and Foundry Company.
b. IPEX Inc.
c. KBi.

3. PVC one-piece fitting with one threaded brass or copper insert and one Schedule 80 solvent-cement-joint end.

B. Plastic-to-Metal Transition Unions:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Charlotte Pipe and Foundry Company.
b. IPEX Inc.
c. KBi.
d. NIBCO INC.

3. MSS SP-107, PVC union. Include brass or copper end, Schedule 80 solvent-cement-joint end, rubber gasket, and threaded union.

2.5 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

2.6 VALVES

A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Section 230523 "General-Duty Valves for HVAC Piping."

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

A. Condenser-water piping, aboveground, NPS 2-1/2 (DN 65) and larger, shall be any of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and brazed joints.
2. Schedule 80 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
3. Schedule 80 steel pipe; grooved, mechanical joint coupling and fittings; and grooved, mechanical joints.

B. Condenser-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and brazed joints. Use the fewest possible joints.

C. Makeup-water piping installed aboveground shall be either of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
2. Schedule 80 CPVC plastic pipe and fittings, and solvent-welded joints.

D. Makeup-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.

E. Condensate-Drain Piping: Type M, drawn-temper copper tubing, wrought-copper fittings, and soldered joints or Schedule 80 PVC plastic pipe and fittings and solvent-welded joints.

F. Condensate-Drain Piping: Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.

G. Blowdown-Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown drain is installed.

3.2 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains, and at supply connection to each piece of equipment.

3.3 PIPING INSTALLATIONS

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping to permit valve servicing.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Install piping to allow application of insulation.

I. Select system components with pressure rating equal to or greater than system operating pressure.

J. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.

K. Install drains, consisting of a tee fitting, NPS 3/4 (DN 20) ball valve, and short NPS 3/4 (DN 20) threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.

L. Install piping at a uniform grade of 0.2 percent upward in direction of flow.

M. Reduce pipe sizes using eccentric reducer fitting installed with level side up.

N. Install branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.

O. Install valves according to Section 230523 "General-Duty Valves for HVAC Piping."

P. Install unions in piping, NPS 2 (DN 50) and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.

Q. Install flanges in piping, NPS 2-1/2 (DN 65) and larger, at final connections of equipment and elsewhere as indicated.

R. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, in-line pump, and elsewhere as indicated. Install NPS 3/4 (DN 20) nipple and ball valve in blowdown connection of strainers NPS 2 (DN 50) and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2 (DN 50).

S. Install expansion loops, expansion joints, anchors, and pipe alignment guides as specified in Section 230516 "Expansion Fittings and Loops for HVAC Piping."

T. Identify piping as specified in Section 230553 "Identification for HVAC Piping and Equipment."

U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."

V. Install sleeve seals for piping penetrations of concrete walls and slabs.

W. Install escutcheons for piping penetrations of walls, ceilings, and floors.

3.4 HANGERS AND SUPPORTS

A. Hanger, support, and anchor devices are specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment." Comply with the following requirements for maximum spacing of supports.

B. Seismic restraints are specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."

C. Install the following pipe attachments:

1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet (6 m) long.
2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet (6 m) or longer.
3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet (6 m) or longer, supported on a trapeze.
4. Spring hangers to support vertical runs.
5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.

D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 11 feet (3.4 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 12 feet (3.7 m); minimum rod size, 3/8 inch (10 mm).
7. NPS 4 (DN 100): Maximum span, 14 feet (4.3 m); minimum rod size, 1/2 inch (13 mm).

E. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 5 feet (1.5 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 6 feet (1.8 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).

F. Plastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.

G. Support vertical runs at roof, at each floor, and at 10-foot (3-m) intervals between floors.

3.5 PIPE JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

G. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
4. PVC Nonpressure Piping: Join according to ASTM D 2855.

H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-end-pipe couplings.

I. Mechanically Formed, Copper-Tube-Outlet Joints: Use manufacturer-recommended tool and procedure, and brazed joints.

3.6 HYDRONIC SPECIALTIES INSTALLATION

A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

B. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.

C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 (DN 50) and larger.

D. Install bypass chemical feeders in each hydronic system where indicated, in upright position with top of funnel not more than 48 inches (1200 mm) above the floor. Install feeder in minimum NPS 3/4 (DN 20) bypass line, from main with full-size, full-port, ball valve in the main between bypass connections. Install NPS 3/4 (DN 20) pipe from chemical feeder drain, to nearest equipment drain and include a full-size, full-port, ball valve.

E. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.

1. Install tank fittings that are shipped loose.
2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.

3.7 TERMINAL EQUIPMENT CONNECTIONS

A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.

B. Install control valves in accessible locations close to connected equipment.

C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.

D. Install ports for pressure gages and thermometers at coil inlet and outlet connections according to Section 230519 "Meters and Gages for HVAC Piping."

3.8 FIELD QUALITY CONTROL

A. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

B. Perform the following tests on hydronic piping:

1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
3. Isolate expansion tanks and determine that hydronic system is full of water.
4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
6. Prepare written report of testing.

C. Perform the following before operating the system:

1. Open manual valves fully.
2. Inspect pumps for proper rotation.

3. Set makeup pressure-reducing valves for required system pressure.
4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
5. Set temperature controls so all coils are calling for full flow.
6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
7. Verify lubrication of motors and bearings.

END OF SECTION 232113

Addendum No. 2

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 14, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Item 1. Additional Contact Info.

1. Josa Silva – Smith Mechanical Consulting and Design
   - **a.** Email: jose@smitheng.us
   - **b.** Phone: (251) 923-8772

Clarifications:

Item 1. The Pre-Bid Meeting Agenda ***with Modifications*** and Pre-Bid Meeting Attendance Roster, dated October 14, 2025 are attached and form part of Addendum No. 1. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. Pre-Bid Meeting Agenda ***with Modifications***
2. Pre-Bid Meeting Attendance Roster

END OF ADDENDUM NO. 2

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
CN-015-25

PRE-BID CONFERENCE

10:30 am October 14, 2025,
1 South Water Street, Mobile, Alabama 36602

AGENDA *with Modifications*

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Engineers & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the attendance roster.

4. Discussion of Scope of Work.
    a. The project consists of the replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.
    b. There is a $20,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
    e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
    f. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager and Facility Management.
    g. Contractor shall keep an exceptionally clean site. The Convention Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and facility staff.
    h. The Convention Center shall provide an alternative entry into the Mechanical Room if necessary. This entry shall be coordinated with the Contractor but at no time shall the Contractor block this entry during construction.
    i. The Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
    j. Protect all existing equipment in and around the construction area. Contractor shall be responsible for equipment damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

k. Remove waste, spoils, surplus materials, rubbish, from the site daily. Any equipment removed should be hauled away and not left on site at he end of the work day.
l. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
m. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Smith at roger@smitheng.us and Roger Washington at roger.washington@cityofmobile.org.
n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
q. Contractor shall be responsible for contacting line locators where necessary.

5. Special Instructions or conditions.

a. Equal Opportunity:
    i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
    iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
    v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of

Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
    a. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 29th day of October 2025.
        i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person shall insert sealed Bids into a receptacle, marked “City of Mobile Bids”, located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
    b. All Bids not clocked in by the City Clerk’s Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    d. <u>This is a tax-exempt project.</u> As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a “Certificate of Exemption from Sales and Use Tax for Governmental Entities” on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

7. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
    e. Builder's Risk Insurance:
        i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
        ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.
    a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
    b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
    c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
    a. Roger Smith: 251-402-1364 (Smith Mechanical Consulting & Design)
    b. Roger Washington: 251-208-7812 (Capital Improvement Project Manager)

10. Walk of Site

11. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	Arthur R. Outlaw Convention Center - Mechanical Improvements	1 South Water Street, Mobile, Alabama 36602	Tuesday, October 14, 2025

CN-015-25

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Jose Silva	Smith Mechanical				jose@smitheng.us
Roger Washington	City of Mobile	251.208.7812		251.214.1488	roger.washington@cityofmobile.org
Zach Vallée	Donaghey Mechanical	251-599-9383			zvallee@donagheymechanical.com
TONY McPHERSON	STAR SERVICE	251-348-6723		251-348-6723	TONYMCPHERSON@STARSERVICESE.COM
Jim Wynkoop	OVC 360	319-431-6534		281-905-1969	james.wynkoop@oakviewgroup.com
Brent Ladnier	AOTCS, INC	251-709-1515		251-709-1515	Brent.ladnier@aotcs.org
Justin Moore	Air Masters	850-377-2495			justin@airmastersmechanical.com

Addendum No. 3

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 21, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated October 6, 2025. Acknowledge receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. BID DATE: Change the bid date in all references to November 19, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

Item 2. Prequalification Request for Proposals from General Contractors

a. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

Clarifications: NA

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. Prequalification Request for Proposals from General Contractors (8 Pages)

END OF ADDENDUM NO. 3

Smith Mechanical
Consulting & Design

October 21, 2025

Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, AL 36602

RE: Project Bidder Qualifications

Roger,

Please include the following requirements for the contractor submitting a construction bid proposal for the chiller replacement project at the Arthur R. Outlaw Convention Center.

The intent of this contractor and installer qualification will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

The successful contractor for this project will need to have a fully staffed office within 75 miles of the project site in downtown Mobile AL. The project is a mechanical prime project and the successful contractor will need to have first, a mechanical contractors license and additionally mechanical contractor shall also hold a general contractor's license. The successful contractor shall have performed a minimum of four chiller replacement projects within the last two years. The contractor shall submit proof of the above indicated requirements along with contact information so that it can be verified.

If you have any questions, please do not hesitate to call or email us if we may be of further assistance in your evaluation and preparation of the referenced project.

R J Smith Mechanical Consultant, Inc.
dba: Smith Mechanical Consulting and Design



Roger Smith, PE
Principal

Smith Mechanical Consulting and Design
61 St Joseph Street
Suite 1100
Mobile, AL 36602
251-402-1364

CITY OF MOBILE ALABAMA

ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS PRE-QUALIFICATION REQUEST FOR PROPOSALS FROM GENERAL CONTRACTORS

Project: ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS
Owner: CITY OF MOBILE

Please provide all information requested below. Failure to provide all information requested, and failure to provide full disclosure may be cause for rejection by the Owner of any pre-qualification submittal. Attach additional pages as necessary. There are no page limitations for the proposal. However, including general marketing type information is strongly discouraged.

Only General Contractors who have been approved to bid pursuant to the pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. All General Contractors must demonstrate successful completion of projects of similar size, type, and complexity.

If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's pre-qualification response shall include the information required herein for each subcontractor unless stated otherwise.

General Contractors who rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity, and are pre-qualified to bid, shall not change the subcontractor(s) prior to bidding without the Owner's written approval. Changing of listed subcontractor(s) prior to bid without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.

The Owner may, at the Owner's discretion, add additional General Contractors after the due date set forth below.

Submittal Deadline: 3:00 PM Central Time October 29, 2025

Proposals shall be submitted electronically in PDF document format to the following:

Roger Smith - roger@smitheng.us
Roger Washington - roger.washington@cityofmobile.org

Contractors submitting pre-qualification proposals will be notified regarding their pre-qualification status on or around November 3, 2025.

The bid documents are posted on the City of Mobile website with bids due on or before November 19, 2025.

PROJECT DESCRIPTION:

The replacement of Chiller-3. The Contactor will need to be disconnected and shifted Chiller-2 to allow room for the replacement Chiller-3 to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.

The project drawing sheets provided with the bid documents are being provided to assist interested General Contractors in evaluating the scope of work and preparing their pre-qualification proposals.

If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's prequalification response shall include the information required herein for each subcontractor unless stated otherwise.

Company Name: _____

Alabama G.C. License #: _____
(An Alabama G.C. License is not required to submit a pre-qualification proposal. However, it is required prior to submitting a bid)

Address of organizations principal place of business: _____

_____

_____

Phone: _____

Fax: _____

Contact Name: _____

e-mail: _____

Largest Value Similar Project: _____

Current Aggregate Value under Construction: _____

Five Year Average: _____

Surety Company: _____

1. Has your organization ever received a "Notice to Cure" letter (or equivalent) on any unfinished work and/or defective work or defaulted on a contract with any State, County, or City Governmental Agencies?

Circle one: YES / NO
(If yes, provide description of the notice and outcome)

2. Is your organization currently, or previously been, involved in a claim that has resulted in a bond claim mediation, arbitration, or litigation on any projects with any State, County, or City Governmental Agencies?
Circle one: YES / NO
(If yes, provide description of the claim and outcome)

3. Has your organization completed projects of similar type, size, scope and complexity for projects in excess of $1,000,000.00?

Circle one: YES / NO

Include project descriptions for four projects of similar type, size, scope and complexity, which have been completed over the past two years. The project descriptions should include, at a minimum, the name, address and telephone number of Owner, Architect, Construction Manager or Program Manager; the original and final Contract value; the original contract completion date and actual completion date.

4. Does your organization have the ability to provide 100% Performance and Payment Bonds for projects up to $5,000,000.00?

Circle one: YES / NO
(Provide a bondability letter from surety) Not required for subcontractor(s)

5. Confirmation that insurance requirements of the City of Mobile can and will be furnished and a letter of confirmation from your company's underwriter, broker, and/or agent indicating the required liability insurance is either in place or obtainable by the company submitting this pre-qualification proposal: Not required for subcontractor(s)

Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

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

The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B. Property Damage	$1,000,000 each occurrence; or
C. Bodily Injury and Property Damage	$1,000,000 combined single limit

Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.

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. Property damage	$1,000,000 combined single limit
Umbrella/Excess Liability:	$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

Circle one please: YES / NO

6. Provide resumes of key personnel anticipated to be involved in this project. Include the following key personnel.
   1. Principal-In-Charge / Project Executive Not required for subcontractor(s)
   2. Project Manager Not required for subcontractor(s)

3. General Superintendent

An asterisk indicates a full-time on-site position. Failure to provide the resumes requested, changing of listed key personnel prior to bid, or after contract award without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.

Has your proposed Project Manager and Project Superintendent been with your organization at least 3 years?

Project Manager: YES / NO
Project Superintendent: YES / NO

7. Provide a description of your company's safety and quality programs. Proposal may include copies of sample project plans in lieu of descriptions. Not required for subcontractor(s)

The Contract award, if made, will be made to the low, responsive, responsible Bidder.

The undersigned certifies under oath that the information provided in this Contractor's Pre-Qualification Statement is true and sufficiently complete so as not to be misleading.

_____
Signature (Officer of the Submitting Firm)

_____
Printed Name and Title

_____
Date

Addendum No. 4

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 29, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated October 6, 2025. Acknowledge receipt of this Addendum No. 4 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. Re-Bid: The City of Mobile has decided that it is in the best interest for Arthur R. Outlaw Convention Center to rebid the chiller replacement. The City of Mobile also request that Contractor's submit pre-qualifications prior to bidding, using the attached pre-qualification packet provided in Addendum No. 3. The pre-qualification submittal shall be due on or before November 19, 2025, by 3:00PM. Contractor's submitting pre-qualification proposals will be notified regarding their status on or around November 21, 2025

The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project. The Contract award, if made, will be made to the low, responsive, responsible, & pre- qualified Bidder.

Important Dates:
Pre-bid: November 13, 2025
Pre-Qualification Due: November 19, 2025
Bids Due: December 3, 2025

Item 2. BID DATE: Change the bid date in all references to December 3, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

Clarifications: NA

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. Rebid Advertisement
2. Addendum No. 3
    a. Pre-Qualification Packet
3. Addendum No. 2
4. Addendum No. 1

END OF ADDENDUM NO. 4

CALL FOR BIDS

Arthur R. Outlaw Convention Center - Mechanical Improvements
1 South Water Street
Mobile, Alabama 36602
CN-015-25

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday December 3, 2025, no later than 2:15 PM. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk's Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza. Additional bidding instructions are detailed in the Project Manual.

A **Mandatory Pre-Bid Conference** shall be held at the north parking garage entrance booth at 9:00AM on November 13, 2025. Meet at front entrance. This project is Tax Exempt.

Bid Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:

https://workwith.cityofmobile.org/

Addendum No. 3

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 21, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated October 6, 2025. Acknowledge receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. BID DATE: Change the bid date in all references to November 19, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

Item 2. Prequalification Request for Proposals from General Contractors

a. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

Clarifications: NA

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. Prequalification Request for Proposals from General Contractors (8 Pages)

END OF ADDENDUM NO. 3

Smith Mechanical
Consulting & Design

October 21, 2025

Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, AL 36602

RE: Project Bidder Qualifications

Roger,

Please include the following requirements for the contractor submitting a construction bid proposal for the chiller replacement project at the Arthur R. Outlaw Convention Center.

The intent of this contractor and installer qualification will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

The successful contractor for this project will need to have a fully staffed office within 75 miles of the project site in downtown Mobile AL. The project is a mechanical prime project and the successful contractor will need to have first, a mechanical contractors license and additionally mechanical contractor shall also hold a general contractor's license. The successful contractor shall have performed a minimum of four chiller replacement projects within the last two years. The contractor shall submit proof of the above indicated requirements along with contact information so that it can be verified.

If you have any questions, please do not hesitate to call or email us if we may be of further assistance in your evaluation and preparation of the referenced project.

R J Smith Mechanical Consultant, Inc.
dba: Smith Mechanical Consulting and Design



Roger Smith, PE
Principal

Smith Mechanical Consulting and Design
61 St Joseph Street
Suite 1100
Mobile, AL 36602
251-402-1364

CITY OF MOBILE ALABAMA

ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS PRE-QUALIFICATION REQUEST FOR PROPOSALS FROM GENERAL CONTRACTORS

Project: ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS
Owner: CITY OF MOBILE

Please provide all information requested below. Failure to provide all information requested, and failure to provide full disclosure may be cause for rejection by the Owner of any pre-qualification submittal. Attach additional pages as necessary. There are no page limitations for the proposal. However, including general marketing type information is strongly discouraged.

Only General Contractors who have been approved to bid pursuant to the pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. All General Contractors must demonstrate successful completion of projects of similar size, type, and complexity.

If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's pre-qualification response shall include the information required herein for each subcontractor unless stated otherwise.

General Contractors who rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity, and are pre-qualified to bid, shall not change the subcontractor(s) prior to bidding without the Owner's written approval. Changing of listed subcontractor(s) prior to bid without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.

The Owner may, at the Owner's discretion, add additional General Contractors after the due date set forth below.

Submittal Deadline: 3:00 PM Central Time October 29, 2025

Proposals shall be submitted electronically in PDF document format to the following:

Roger Smith - roger@smitheng.us
Roger Washington - roger.washington@cityofmobile.org

Contractors submitting pre-qualification proposals will be notified regarding their pre-qualification status on or around November 3, 2025.

The bid documents are posted on the City of Mobile website with bids due on or before November 19, 2025.

PROJECT DESCRIPTION:

The replacement of Chiller-3. The Contactor will need to be disconnected and shifted Chiller-2 to allow room for the replacement Chiller-3 to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.

The project drawing sheets provided with the bid documents are being provided to assist interested General Contractors in evaluating the scope of work and preparing their pre-qualification proposals.

If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's prequalification response shall include the information required herein for each subcontractor unless stated otherwise.

Company Name: _____

Alabama G.C. License #: _____
(An Alabama G.C. License is not required to submit a pre-qualification proposal. However, it is required prior to submitting a bid)

Address of organizations principal place of business: _____

_____

_____

Phone: _____

Fax: _____

Contact Name: _____

e-mail: _____

Largest Value Similar Project: _____

Current Aggregate Value under Construction: _____

Five Year Average: _____

Surety Company: _____

1. Has your organization ever received a "Notice to Cure" letter (or equivalent) on any unfinished work and/or defective work or defaulted on a contract with any State, County, or City Governmental Agencies?

Circle one: YES / NO
(If yes, provide description of the notice and outcome)

2. Is your organization currently, or previously been, involved in a claim that has resulted in a bond claim mediation, arbitration, or litigation on any projects with any State, County, or City Governmental Agencies?
Circle one: YES / NO
(If yes, provide description of the claim and outcome)

3. Has your organization completed projects of similar type, size, scope and complexity for projects in excess of $1,000,000.00?

Circle one: YES / NO

Include project descriptions for four projects of similar type, size, scope and complexity, which have been completed over the past two years. The project descriptions should include, at a minimum, the name, address and telephone number of Owner, Architect, Construction Manager or Program Manager; the original and final Contract value; the original contract completion date and actual completion date.

4. Does your organization have the ability to provide 100% Performance and Payment Bonds for projects up to $5,000,000.00?

Circle one: YES / NO
(Provide a bondability letter from surety) Not required for subcontractor(s)

5. Confirmation that insurance requirements of the City of Mobile can and will be furnished and a letter of confirmation from your company's underwriter, broker, and/or agent indicating the required liability insurance is either in place or obtainable by the company submitting this pre-qualification proposal: Not required for subcontractor(s)

Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

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

The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B. Property Damage	$1,000,000 each occurrence; or
C. Bodily Injury and Property Damage	$1,000,000 combined single limit

Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.

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. Property damage	$1,000,000 combined single limit
Umbrella/Excess Liability:	$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

Circle one please: YES / NO

6. Provide resumes of key personnel anticipated to be involved in this project. Include the following key personnel.
1. Principal-In-Charge / Project Executive Not required for subcontractor(s)
2. Project Manager Not required for subcontractor(s)

3. General Superintendent

An asterisk indicates a full-time on-site position. Failure to provide the resumes requested, changing of listed key personnel prior to bid, or after contract award without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.

Has your proposed Project Manager and Project Superintendent been with your organization at least 3 years?

Project Manager: YES / NO
Project Superintendent: YES / NO

7. Provide a description of your company's safety and quality programs. Proposal may include copies of sample project plans in lieu of descriptions. Not required for subcontractor(s)

The Contract award, if made, will be made to the low, responsive, responsible Bidder.

The undersigned certifies under oath that the information provided in this Contractor's Pre-Qualification Statement is true and sufficiently complete so as not to be misleading.

_____
Signature (Officer of the Submitting Firm)

_____
Printed Name and Title

_____
Date

Addendum No. 2

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 14, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Item 1. Additional Contact Info.

1. Josa Silva – Smith Mechanical Consulting and Design
   - **a.** Email: jose@smitheng.us
   - **b.** Phone: (251) 923-8772

Clarifications:

Item 1. The Pre-Bid Meeting Agenda ***with Modifications*** and Pre-Bid Meeting Attendance Roster, dated October 14, 2025 are attached and form part of Addendum No. 1. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. Pre-Bid Meeting Agenda ***with Modifications***
2. Pre-Bid Meeting Attendance Roster

END OF ADDENDUM NO. 2

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
CN-015-25

PRE-BID CONFERENCE

10:30 am October 14, 2025,
1 South Water Street, Mobile, Alabama 36602

AGENDA *with Modifications*

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Engineers & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the attendance roster.

4. Discussion of Scope of Work.
    a. The project consists of the replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.
    b. There is a $20,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
    e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
    f. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager and Facility Management.
    g. Contractor shall keep an exceptionally clean site. The Convention Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and facility staff.
    h. The Convention Center shall provide an alternative entry into the Mechanical Room if necessary. This entry shall be coordinated with the Contractor but at no time shall the Contractor block this entry during construction.
    i. The Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
    j. Protect all existing equipment in and around the construction area. Contractor shall be responsible for equipment damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

k. Remove waste, spoils, surplus materials, rubbish, from the site daily. Any equipment removed should be hauled away and not left on site at he end of the work day.
l. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
m. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Smith at roger@smitheng.us and Roger Washington at roger.washington@cityofmobile.org.
n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
q. Contractor shall be responsible for contacting line locators where necessary.

5. Special Instructions or conditions.

a. Equal Opportunity:
    i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
    iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
    v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of

Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
    a. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 29th day of October 2025.
        i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person shall insert sealed Bids into a receptacle, marked “City of Mobile Bids”, located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
    b. All Bids not clocked in by the City Clerk’s Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    d. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a “Certificate of Exemption from Sales and Use Tax for Governmental Entities” on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

7. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
    e. Builder's Risk Insurance:
        i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
        ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.
    a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
    b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
    c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
    a. Roger Smith: 251-402-1364 (Smith Mechanical Consulting & Design)
    b. Roger Washington: 251-208-7812 (Capital Improvement Project Manager)

10. Walk of Site

11. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	Arthur R. Outlaw Convention Center - Mechanical Improvements	1 South Water Street, Mobile, Alabama 36602	Tuesday, October 14, 2025

CN-015-25

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Jose Silva	Smith Mechanical				jose@smitheng.us
Roger Washington	City of Mobile	251.208.7812		251.214.1488	roger.washington@cityofmobile.org
Zach Vallée	Donaghey Mechanical	251-599-9383			zvallee@donagheymechanical.com
TONY McPHERSON	STAR SERVICE	251-348-6723		251-348-6723	TONYMCPHERSON@STARSERVICESE.COM
Jim Wynkoop	OVC 360	319-431-6534		281-905-1969	james.wynkoop@oakviewgroup.com
Brent Ladnier	AOTCS, INC	251-709-1515		251-709-1515	Brent.ladnier@aotcs.org
Justin Moore	Air Masters	850-377-2495			justin@airmastersmechanical.com

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 9, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General: **NA**

Clarifications: **NA**

Forms and Specifications:

- Section 230000 - HVAC General Specification
- Section 230553 - HVAC Identification Specification
- Section 232113 - Hydronic Piping Specification

Drawings: NA

RFI's: NA

Attachments:

1. 230000 - HVAC General
2. 230553 - HVAC Identification
3. 232113 - Hydronic Piping

END OF ADDENDUM NO. 1

1

SECTION 230000 – HVAC GENERAL

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment and materials and performing all operations necessary for the installation of the mechanical work as herein called for and shown on the drawings. The work shall include but shall not be limited to the following:

Provide all HVAC (Heating, Ventilating, and Air Conditioning) and associated controls systems for the project. Fully coordinate all mechanical requirements with work by other Divisions under this construction contract. All systems shall be complete and fully functional.

1.2 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

B. Provisions of this section apply to work of all Division 23 sections.

C. Review all other contract documents to be aware of conditions affecting work herein.

1.3 Definitions:

A. Provide: Furnish and install, complete and ready for intended use.

B. Furnish: Supply and deliver to the project site, ready for subsequent requirements.

C. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

1.4 Permits and Fees: Contractor shall obtain all necessary permits, meters, and inspections required for Division 23 work and pay all fees and charges incidental thereto.

1.5 Verification of Owner's Survey Data: Prior to commencing any work, the Contractor shall verify the accuracy of all survey data as indicated in these plans and specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the data, such items shall immediately be notified to the Architect/Engineer so that proper adjustments can be anticipated and ordered. Commencement by the Contractor of work shall be held as an acceptance of the data after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said data.

1.6 Delivery and Storage of Materials: Materials delivered to site shall be inspected for damage,

unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage.

1.7 Extent of work is indicated by the drawings, schedules, and the requirements of the specifications. Singular references shall not be construed as requiring only one device if multiple devices are shown on the drawings or are required for proper system operation.

1.8 Field Measurements and Coordination:

A. The intent of the drawings and specifications is to obtain a complete and satisfactory installation. Separate divisional drawings and specifications shall not relieve the Contractor or subcontractors from full compliance of work of his trade indicated on any of the Drawings or in any Section of the Specifications. Report conflicts prior to start of work.

B. Verify all field dimensions and locations of equipment to ensure close, neat fit with other trades' work. Make use of all contract documents and approved shop drawings to verify exact dimension and locations.

C. Coordinate work in this division with all other trades in proper sequence to ensure that the total work is completed within contract time schedule and with minimum cutting and patching.

D. Locate all equipment, ductwork, piping, and apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on mechanical drawings, be guided by architectural details and conditions existing at job and correlate this work with that of others. Provide all required work clearances as defined by code and manufacturer’s recommendations.

E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. Cut no structural members without written approval from Engineer or Architect.

F. Carefully examine any existing conditions, piping, ductwork, and premises. Compare drawings with existing conditions. Report any observed discrepancies. It shall be the Contractor’s responsibility to properly coordinate the work and to identify problems in a timely manner. Written instructions will be issued by the Engineer to resolve discrepancies.

G. Because of the small scale of the drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and room dimensions and take actual measurements on the job. Locate piping, ductwork, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and for coordination with all trades. Contractor shall not order materials or perform work without verification. No extra compensation will be allowed because field measurements vary from the dimensions on the drawings. If field measurements show that equipment or material cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.

1.9 Guarantee and Service:

A. The Contractor shall guarantee labor, materials and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner. Manufacturer warranties do not relieve the Contractor of this responsibility.

B. Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond or relieving Contractor of his responsibilities during guarantee period.

C. Contractor shall provide service of all new equipment during the guarantee period without additional expense to the Owner.

1.10 Approval Submittals:

A. Shop drawings, product literature, and other approved submittals will only be reviewed if they are submitted in full accordance with the General and Supplementary Conditions and Division 1 Specification sections and the following:

1. Submittals shall not include items from more than one specification section in the same submittal package.

2. Submittals shall be properly identified by a cover sheet showing the project name, Architect and Engineer names, submittal control numbers, specification section, a list of products or item names with model numbers in the order they appear in the package, and spaces for approved stamps. A sample cover sheet is included at the end of this section.

3. Submittals shall have been reviewed and approved by the General Contractor (or Prime Contractor). Evidence of this review and approval shall be an “Approved” stamp with a signature and date on the cover sheet.

4. The electrical design shown on the drawings supports the mechanical equipment basis of design specifications at the time of design. If mechanical equipment is submitted with different electrical requirements, it is the responsibility of the mechanical contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the mechanical submittal with a written statement that this change will be provided at no additional cost. Mechanical submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost. It is expected for this project that the electrical power requirements are generally limited to disconnect and reconnection of the circuits for the chilled water pumps. See plan notes for additional information and requirements.

B. Before ordering any materials or equipment, and within 30 days after the award of the contract, the Contractor shall submit to the Architect/Engineer one complete schedule showing the make, type, manufacturer's name and trade designation of all equipment.

1. This schedule shall be accompanied by the required number of copies of the manufacturer's printed specifications and shop drawings for each piece of equipment or specialty and shall give dimensions, diagrams, descriptive literature, capacity or rating, kind of material, finish, guarantee, etc., and such other detailed information as the Architect/Engineer may require.

2. When approved, such schedule shall be an addition to these specifications, and shall be of equal force in that no deviation will be permitted except with the approval of the Architect/Engineer.

C. If the shop drawings show variation from the requirements of the contract documents, the Contractor shall make specific mention of such variation in his letter of transmittal. If acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the contract.

D. Review of shop drawings, descriptive literature, catalog data, or schedules shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications, unless he has in writing called to the attention of the Architect/Engineer such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings, descriptive literature, catalog data, or schedules. Any feature or function specified but not mentioned in the submittal shall be assumed to be included per the specification.

E. Submit shop drawings and any other drawings called for in other sections. Shop drawings shall consist of plans, sections, elevations and details to scale (not smaller than 1/4" per foot), with dimensions clearly showing the installation. Direct copies of small-scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other sections and shall show space allotted for it. Include construction details and materials.

F. Submit product data after award of the contract and before any equipment or materials are purchased. Product data are defined as manufacturer's printed literature specifically marked to indicate size and model and accompanied by rating sheets listing values showing that equipment meets scheduled or specified values. Properly coded stamp from the Engineer on returned submittal is required before ordering equipment.

G. Coordinate with other divisions supplying equipment prior to submitting shop drawings.

H. Shop drawings shall be submitted in one package unless approved otherwise by the Engineer. Provide an index of sections listing manufacturers and “as-specified” or not. Each specification section shall be tabbed with equipment inserted.

1.11 Test Reports and Verification Submittals: Submit test reports, certifications and verification letters as called for in other sections. Contractor shall coordinate the required testing and documentation of system performance such that sufficient time exists to prepare the reports, review the reports, and take corrective action within the scheduled contract time.

1.12 O&M Data Submittals: Submit Operations and Maintenance data as called for in other sections when a copy of approved submittals is included in the O&M Manual, only the final “Furnish as Submitted” or “Furnish as Corrected” copy shall be used. Contractor shall organize these later

in the O&M Manuals tabbed by specification number. Prepare O&M Manuals as required by Division 1 and as described herein. Submit manuals at the Substantial Completion inspection.

PART 2 - PRODUCTS

2.1 All materials shall be new or Owner-supplied reused as shown on the Drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following sections.

2.2 Equipment and Materials:

A. Equipment and materials furnished under this division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar equipment or materials.

B. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.

C. The label of the approving agency, such as UL, ASME, AHRI, or AMCA, by which a standard has been established for each particular item, shall be in full view.

D. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer’s latest design.

E. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.

F. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.

G. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of the equipment are suitable for installation.

H. Model Numbers: Catalog numbers and model numbers indicated in the drawings and specifications are used as a guide in the selection of the equipment and are only listed for the Contractor's convenience. The Contractor shall determine the actual model numbers for ordering equipment and materials in accordance with the written description of each item and with the intent of the drawings and specifications.

I. All equipment and material shall be manufactured and assembled in the United States.

2.3 Requests for Substitution:

A. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product or material specified. Other systems, products, equipment or materials may be accepted only if in the opinion of the Engineer, that they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. The Engineer shall approve all such substitutions in materials or equipment in writing. This shall occur prior to bidding.

B. In making requests for substitutions, the Contractor shall list the particular system, product, equipment or material he wishes to substitute and, at bid time, the Contractor shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If the Contractor allows no deduction or addition to the base bid for such substitution, it shall be stated on the request.

C. Requests by the Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

1. Required product cannot be supplied in time for compliance with Contract time requirements.
2. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disabilities as certified by the Contractor.
3. Substantial cost advantage is offered to the Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.

D. All requests for substitution shall contain a “Comparison Schedule” and clearly and specifically indicate any and all differences and omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include, but not limited to, data as follows for both the specified and substituted products:

1. Principle of operation.
2. Materials of construction or finishes.
3. Thickness or gauge of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. Performance and rating data.

E. If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the Contractor’s expense.

2.4 Prior Approval: Prior Approval shall be required for any manufacturer other than those listed for all specified items in the Drawings and Specifications. Submit all requests for approval of the alternate manufacturer's products two weeks prior to bid opening. Approval will be in the form of an Addendum to the Specifications and Drawings. Clearly indicate all differences between the specified and proposed product following the guidelines for substitution herein. This requirement may be waived if, in the opinion of the Engineer, it is in the best interest of the Owner. Submittals received after award of the bid for equipment that has not be Prior Approved shall be subject to immediate rejection.

PART 3 - EXECUTION

3.1 Workmanship: All materials and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Architect/Engineer.

3.2 Coordination:

A. The Contractor shall be responsible for full coordination of the mechanical systems with shop drawings of the building construction so the proper openings and sleeves or supports are provided for piping, ductwork, or other equipment passing through slabs or walls.

B. Any additional steel supports required for the installation of any mechanical equipment, piping, or ductwork shall be furnished and installed under the section of the specifications requiring the additional supports.

C. It shall be the Contractor's responsibility to verify all equipment such as valves, dampers, filters and such other apparatus or equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the drawings.

D. All connections to devices and equipment shown on the drawings shall be considered diagrammatic unless otherwise indicated by detail. The actual connections shall be made to fully suit the requirements of each case and adequately provide for expansion and servicing.

E. The Contractor shall protect equipment, material, and fixtures at all times during storage and construction. The Contractor shall replace all equipment, material, and fixtures which are damaged as a result of inadequate protection.

F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions which will prevent satisfactory installation.

G. Start of work will be construed as acceptance of suitability of work of others.

3.3 Interruption of Service: Before any equipment is shut down for disconnection or tie-ins,

arrangements shall be made with the Architect/Engineer and this work shall be done at the time best suited to the Owner. This will typically be on weekends and/or holidays and/or after normal working hours. Services shall be restored the same day unless prior arrangements are made. All overtime or premium costs associated with this work shall be included in the base bid.

3.4 Phasing: Provide all required temporary valves, piping, ductwork, equipment and devices as required. Maintain temporary services to areas as required. Remove all temporary material and equipment on completion of work unless Engineer concurs that such material and equipment would be beneficial to the Owner on a permanent basis.

3.5 Cutting and Patching: Contractor shall be responsible for cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under these Specifications. Utilize experienced trades for cutting and patching. Obtain permission from Architect/Engineer before cutting any structural items.

3.6 Equipment Setting: Bolt equipment directly to concrete pads or vibration isolators as required, using hot-dipped galvanized anchor bolts, nuts and washers. Level equipment.

3.7 Painting: Touch-up factory finishes on equipment located inside and outside shall be done under the Division 23. Obtain matched color coatings from the manufacturer and apply as directed. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint as required. If corrosion is found to be extensive by the Engineer, the equipment shall be removed and replaced with factory new at the expense of the Contractor.

3.8 Cleanup: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, Contractor is to carefully clean up and leave premises and all portions of building free from debris and in a clean and safe condition.

3.9 Startup and Operational Test: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, startup shall be done by a qualified representative of the manufacturer. Alignment, lubrication, safety, and operating control shall be included in startup check.

3.10 Climate Control: Operate heating and cooling systems as required after initial startup to maintain temperature and humidity conditions to avoid freeze damage and warping or sagging of ceilings and carpet. Operate ventilation systems as required after initial startup in coordination with interior building finishes. Provide and maintain temporary filter media at return air and exhaust air inlets as required to prevent circulation of construction dust / debris through ductwork, coils, and related system components; this filter media is in addition to construction filters protecting coils at air handling equipment.

3.11 Record Drawings:

A. During the progress of the work, the Contractor shall record on his field set of drawings the exact location, as installed, of all piping, ductwork, equipment, and other systems which are not installed exactly as shown on the contract drawings.

B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 sections.

3.12 Acceptance:

A. Request inspections as required under the Supplementary or General Conditions. Conceal no work until inspected.

B. Punch List: Submit written confirmation that all punch lists have been checked and the required work completed. The Contractor shall pay, at the Engineer's current billing rate, for additional field time required by the Engineer to report or check on previous punch list deficiencies.

C. Instructions: At completion of the work, provide a competent and experienced person who is thoroughly familiar with project, for a period deemed necessary by the Owner to instruct permanent operating personnel in the operation of equipment and control systems.

D. Operation and Maintenance Manuals: Furnish complete manuals electronically and organized by system or section. Manuals shall contain:

1. Detailed operating instructions and instructions for making minor adjustments.
2. Complete wiring and control diagrams.
3. Routine maintenance operations.
4. Manufacturer's catalog data, service instructions, and parts lists for each piece of operating equipment.
5. Copies of approved submittals.
6. Copies of all manufacturers' warranties.
7. Copies of test reports and verification submittals.

E. Control Diagrams: Frame under glass and mount on equipment room wall.

F. Test and Balance Report: Submit electronic copies. Report shall be submitted for review prior to Substantial Completion, unless otherwise required by Division 1.

G. Warranties: Submit copies of all manufacturers' warranties.

H. Record Drawings: Submit record drawings.

I. Acceptance will be made on the basis of tests and inspections of the work. A representative of firm that performed test and balance work shall be in attendance to assist. Contractor shall furnish necessary mechanics to operate system, make any necessary adjustments and assist with final inspection.

This is a sample cover sheet. Use one for each shop drawing.

PROJECT NAME
PROJECT NUMBER

SAMPLE

ARCHITECT/ENGINEER: Smith Mechanical Consulting & Design

CONTRACTOR: XYZ Construction

SUBCONTRACTOR: ABC Mechanical Contractor

SUPPLIER: Supply Company

MANUFACTURER: Manufacturer

DATE: MM/DD/YYYY

SECTION: 23 XX XX / Section Name

Any standard heading is acceptable

1. Description: Manufacturer, Model

2. Description: Manufacturer, Model

3. Description: Manufacturer, Model

4. Description: Manufacturer, Model

5. Description: Manufacturer, Model

List each item separately; include manufacturer name and model number

General Contractor's APPROVAL stamp must be on this sheet.

END OF SECTION

SECTION 230553 – HVAC IDENTIFICATION

PART 1 - GENERAL

1.1 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

B. This section is a Division 23 Common Work Results for HVAC section, and is part of each Division 23 section making reference to or requiring identification devices specified herein.

C. Extent of HVAC identification work required by this section is indicated on drawings and/or specified in other Division 23 sections.

D. Refer to Division 26 sections for identification requirements of electrical work (not work of this section). Refer to other Division 23 sections for identification requirements for HVAC controls (not work of this section).

1.2 Codes and Standards: Comply with ANSI A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 - PRODUCTS

2.1 General: Provide manufacturer's standard products of categories and types required for each application as referenced in other Division 23 sections. Where more than a single type is specified for application, selection is the Contractor’s option, but provide single selection for each product category.

2.2 Painted Identification Materials:

A. Stencils: Standard fiberboard stencils, prepared for required applications with letter sizes generally complying with recommendations of ANSI A13.1 for piping and similar applications, but not less than 1-1/4" high letters for ductwork and not less than 3/4" high letters for access door signs and similar operational instructions.

B. Stencil Paint: Standard exterior type stenciling enamel; black, except as otherwise indicated; either brushing grade or pressurized spray-can form and grade.

C. Identification Paint: Standard identification enamel.

2.3 Plastic Pipe Markers:

A. Pressure-Sensitive Type: Provide manufacturer's standard pre-printed, permanent adhesive,

color-coded, pressure-sensitive vinyl pipe markers.

B. Lettering: Manufacturer's standard pre-printed nomenclature which best describes piping system in each instance, as selected by Architect/Engineer in cases of variance with name as shown or specified.

C. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering (to accommodate both directions), or as separate unit of plastic.

2.4 Engraved Plastic-Laminate Signs:

A. General: Provide engraving stock melamine plastic laminate, in the sizes and thicknesses indicated, engraved with engraver's standard letter style a minimum of 3/4” tall and wording indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.

B. Thickness: 1/16" for units up to 20 square inches or 8" length; 1/8" for larger units.

C. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate the substrate.

2.5 Stamped Nameplates: Provide equipment manufacturer's standard stamped nameplates for motors, AHUs, pumps, etc.

PART 3 - EXECUTION

3.1 Coordination: Where identification is to be applied to surfaces which require insulation, painting or other covering or finish, install identification after completion of covering and painting. Install identification prior to installation of acoustical ceilings and similar removable concealment.

3.2 Ductwork Identification:

A. General: Identify air supply, return, exhaust, outside air intake, and relief ductwork with stenciled signs and arrows, showing ductwork service and direction of flow, in black or white.

B. Location: In each space where ductwork is exposed, or concealed only by removable ceiling system, locate signs near points where ductwork originates or continues into concealed enclosures, and at 50' spacing along exposed runs.

C. Access Doors: Provide stenciled signs on each access door in ductwork and housings, indicating purpose of access (to what equipment) and other maintenance and operating instructions and appropriate and procedural information.

3.3 Mechanical Equipment Identification:

A. General: Install engraved plastic laminate sign on or near each major item of mechanical equipment and each operational device. Label shall indicate type of system and area served. Provide signs for the following general categories of equipment and operational devices:

1. Main control and operating valves, including safety devices.
2. Meters, gauges, thermometers, and similar units.
3. Fuel-burning equipment including boilers, furnaces, and heaters.
4. Pumps, compressors, chillers, condensers, and similar equipment.
5. Heat exchangers, coils, evaporators, cooling towers, heat recovery units and similar equipment.
6. Fans, blowers, primary balancing dampers and VAV boxes.
7. HVAC air handlers, ductless units, and fan coil units.
8. Tanks and pressure vessels.
9. Air conditioning indoor and outdoor units.

B. Above-Ceiling Identification: Provide additional engraved plastic laminate sign attached to ceiling to indicate location of concealed equipment installed above ceiling. Coordinate size, location, and attachment of above-ceiling equipment identification with Architect / Engineer.

3.4 Stamped Nameplates: Equipment manufacturers to provide standard stamped nameplates on all major equipment items such as motors, pumps, boilers, chillers, AHUs, etc. Where motors are hidden from view (within equipment casing, or otherwise not easily accessible, etc.), the equipment supplier shall furnish a duplicate motor data nameplate to be affixed to the equipment casing in an easily visible location, unless data is already included on the equipment nameplate.

3.5 Adjusting and Cleaning:

A. Relocate any mechanical identification device which has become visually blocked by work of this division or other divisions.

B. Clean face of each identification device and glass frame of each valve chart.

END OF SECTION

SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes pipe and fitting materials, joining methods, special-duty valves, and specialties for the following:
   1. Condenser-water piping.
   2. Makeup-water piping.
   3. Condensate-drain piping.

B. See Section 232123 "Hydronic Pumps" for pumps, motors, and accessories for hydronic piping.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following:

   1. Plastic pipe and fittings with solvent cement.
   2. Pressure-seal fittings.
   3. Steel Pipe and Fittings.
   4. Valves.
   5. Hydronic specialties.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 STEEL PIPE AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; type, grade, and wall thickness as indicated in Part 3 "Piping Applications" Article.

B. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125 and 250 as indicated in Part 3 "Piping Applications" Article.

C. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in Part 3 "Piping Applications" Article.

D. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in Part 3 "Piping Applications" Article.

E. Cast-Iron Pipe Flanges and Flanged Fittings: ASME B16.1, Classes 25, 125, and 250; raised ground face, and bolt holes spot faced as indicated in Part 3 "Piping Applications" Article.

F. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:

1. Material Group: 1.1.
2. End Connections: Butt welding.
3. Facings: Raised face.

G. Grooved Mechanical-Joint Fittings and Couplings:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
3. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] <Insert manufacturer's name; product name or designation> or a comparable product by one of the following:

a. Anvil International, Inc.
b. Central Sprinkler Company; a division of Tyco Fire & Building Products.
c. National Fittings, Inc.
d. S. P. Fittings; a division of Star Pipe Products.
e. Victaulic Company.
f. <Insert manufacturer's name.>

4. Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47/A 47M, Grade 32510 malleable iron; ASTM A 53/A 53M, Type F, E, or S, Grade B fabricated steel; or ASTM A 106, Grade B steel fittings with grooves or shoulders constructed to accept grooved-end couplings; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
5. Couplings: Ductile- or malleable-iron housing and synthetic rubber gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.

2.2 PLASTIC PIPE AND FITTINGS

A. PVC Plastic Pipe: ASTM D 1785, Schedules 80, plain ends as indicated in Part 3 "Piping Applications" Article.

B. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2467 for Schedule 80 pipe.

2.3 JOINING MATERIALS

A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.

a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.

F. Solvent Cements for Joining Plastic Piping:

1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

b. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
c. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

G. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

2.4 TRANSITION FITTINGS

A. Plastic-to-Metal Transition Fittings:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Charlotte Pipe and Foundry Company.
b. IPEX Inc.
c. KBi.

3. PVC one-piece fitting with one threaded brass or copper insert and one Schedule 80 solvent-cement-joint end.

B. Plastic-to-Metal Transition Unions:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Charlotte Pipe and Foundry Company.
b. IPEX Inc.
c. KBi.
d. NIBCO INC.

3. MSS SP-107, PVC union. Include brass or copper end, Schedule 80 solvent-cement-joint end, rubber gasket, and threaded union.

2.5 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

2.6 VALVES

A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Section 230523 "General-Duty Valves for HVAC Piping."

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

A. Condenser-water piping, aboveground, NPS 2-1/2 (DN 65) and larger, shall be any of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and brazed joints.
2. Schedule 80 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
3. Schedule 80 steel pipe; grooved, mechanical joint coupling and fittings; and grooved, mechanical joints.

B. Condenser-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and brazed joints. Use the fewest possible joints.

C. Makeup-water piping installed aboveground shall be either of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
2. Schedule 80 CPVC plastic pipe and fittings, and solvent-welded joints.

D. Makeup-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.

E. Condensate-Drain Piping: Type M, drawn-temper copper tubing, wrought-copper fittings, and soldered joints or Schedule 80 PVC plastic pipe and fittings and solvent-welded joints.

F. Condensate-Drain Piping: Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.

G. Blowdown-Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown drain is installed.

3.2 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains, and at supply connection to each piece of equipment.

3.3 PIPING INSTALLATIONS

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping to permit valve servicing.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Install piping to allow application of insulation.

I. Select system components with pressure rating equal to or greater than system operating pressure.

J. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.

K. Install drains, consisting of a tee fitting, NPS 3/4 (DN 20) ball valve, and short NPS 3/4 (DN 20) threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.

L. Install piping at a uniform grade of 0.2 percent upward in direction of flow.

M. Reduce pipe sizes using eccentric reducer fitting installed with level side up.

N. Install branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.

O. Install valves according to Section 230523 "General-Duty Valves for HVAC Piping."

P. Install unions in piping, NPS 2 (DN 50) and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.

Q. Install flanges in piping, NPS 2-1/2 (DN 65) and larger, at final connections of equipment and elsewhere as indicated.

R. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, in-line pump, and elsewhere as indicated. Install NPS 3/4 (DN 20) nipple and ball valve in blowdown connection of strainers NPS 2 (DN 50) and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2 (DN 50).

S. Install expansion loops, expansion joints, anchors, and pipe alignment guides as specified in Section 230516 "Expansion Fittings and Loops for HVAC Piping."

T. Identify piping as specified in Section 230553 "Identification for HVAC Piping and Equipment."

U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."

V. Install sleeve seals for piping penetrations of concrete walls and slabs.

W. Install escutcheons for piping penetrations of walls, ceilings, and floors.

3.4 HANGERS AND SUPPORTS

A. Hanger, support, and anchor devices are specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment." Comply with the following requirements for maximum spacing of supports.

B. Seismic restraints are specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."

C. Install the following pipe attachments:

1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet (6 m) long.
2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet (6 m) or longer.
3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet (6 m) or longer, supported on a trapeze.
4. Spring hangers to support vertical runs.
5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.

D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 11 feet (3.4 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 12 feet (3.7 m); minimum rod size, 3/8 inch (10 mm).
7. NPS 4 (DN 100): Maximum span, 14 feet (4.3 m); minimum rod size, 1/2 inch (13 mm).

E. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 5 feet (1.5 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 6 feet (1.8 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).

F. Plastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.

G. Support vertical runs at roof, at each floor, and at 10-foot (3-m) intervals between floors.

3.5 PIPE JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

G. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
4. PVC Nonpressure Piping: Join according to ASTM D 2855.

H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-end-pipe couplings.

I. Mechanically Formed, Copper-Tube-Outlet Joints: Use manufacturer-recommended tool and procedure, and brazed joints.

3.6 HYDRONIC SPECIALTIES INSTALLATION

A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

B. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.

C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 (DN 50) and larger.

D. Install bypass chemical feeders in each hydronic system where indicated, in upright position with top of funnel not more than 48 inches (1200 mm) above the floor. Install feeder in minimum NPS 3/4 (DN 20) bypass line, from main with full-size, full-port, ball valve in the main between bypass connections. Install NPS 3/4 (DN 20) pipe from chemical feeder drain, to nearest equipment drain and include a full-size, full-port, ball valve.

E. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.

1. Install tank fittings that are shipped loose.
2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.

3.7 TERMINAL EQUIPMENT CONNECTIONS

A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.

B. Install control valves in accessible locations close to connected equipment.

C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.

D. Install ports for pressure gages and thermometers at coil inlet and outlet connections according to Section 230519 "Meters and Gages for HVAC Piping."

3.8 FIELD QUALITY CONTROL

A. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

B. Perform the following tests on hydronic piping:

1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
3. Isolate expansion tanks and determine that hydronic system is full of water.
4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
6. Prepare written report of testing.

C. Perform the following before operating the system:

1. Open manual valves fully.
2. Inspect pumps for proper rotation.

3. Set makeup pressure-reducing valves for required system pressure.
4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
5. Set temperature controls so all coils are calling for full flow.
6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
7. Verify lubrication of motors and bearings.

END OF SECTION 232113

Addendum No. 5

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: November 14, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 5 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General: NA

Clarifications:

Item 1. The Pre-Bid Meeting Agenda ***with Modifications*** and Pre-Bid Meeting Attendance Roster, dated November 13, 2025, are attached and form part of Addendum No. 5. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. Re-Bid Meeting Agenda ***with Modifications***
2. Pre-Bid Meeting Attendance Roster (Dated 10/14/2025)
3. Re-Bid Meeting Attendance Roster (Dated 11/13/2025)
4. Bid Form

END OF ADDENDUM NO. 5

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
CN-015-25

PRE-BID CONFERENCE

9:00 am November 13, 2025,
1 South Water Street, Mobile, Alabama 36602

AGENDA *w/ Modifications*

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Engineers & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the attendance roster.

4. Discussion of Scope of Work.
    a. The project consists of the replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.
    b. There is a ~~$20,000.00~~ ***$50,000.00*** Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
    e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
    f. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager and Facility Management.
    g. Contractor shall keep an exceptionally clean site. The Convention Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and facility staff.
    h. The Convention Center shall provide an alternative entry into the Mechanical Room if necessary. This entry shall be coordinated with the Contractor but at no time shall the Contractor block this entry during construction.
    i. The Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
    j. Protect all existing equipment in and around the construction area. Contractor shall be responsible for equipment damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

k. Remove waste, spoils, surplus materials, rubbish, from the site daily. Any equipment removed should be hauled away and not left on site at he end of the work day.
l. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
m. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Smith at roger@smitheng.us and Roger Washington at roger.washington@cityofmobile.org.
n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
q. Contractor shall be responsible for contacting line locators where necessary.

5. Special Instructions or conditions.

a. Equal Opportunity:
    i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
    iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
    v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of

Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
    a. Contractor's submit pre-qualifications prior to bidding, using the attached pre-qualification packet provided in Addendum No. 3. The pre-qualification submittal shall be due on or before November 19, 2025, by 3:00PM. Contractor's submitting pre-qualification proposals will be notified regarding their status on or around November 21, 2025.
    b. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 3rd day of December 2025.
        i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
    c. All Bids not clocked in by the City Clerk's Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    d. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    e. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

7. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
    e. Builder's Risk Insurance:
        i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during

construction, fabrications, storage, transport and erection of any equipment.

ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
   c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

9. Owner/City of Mobile contacts and phone numbers:
   a. Roger Smith: 251-402-1364 (Smith Mechanical Consulting & Design)
   b. Roger Washington: 251-208-7812 (Capital Improvement Project Manager)

10. Walk of Site

11. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	Arthur R. Outlaw Convention Center - Mechanical Improvements	1 South Water Street, Mobile, Alabama 36602	Tuesday, October 14, 2025

CN-015-25

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Jose Silva	Smith Mechanical				jose@smitheng.us
Roger Washington	City of Mobile	251.208.7812		251.214.1488	roger.washington@cityofmobile.org
Zach Vallée	Donaghey Mechanical	251-599-9383			zvallee@donagheymechanical.com
TONY McPHERSON	STAR SERVICE	251-348-6723		251-348-6723	TONYMCPHERSON@STARSERVICESE.COM
Jim Wynkoop	OVC 360	319-431-6534		281-905-1969	james.wynkoop@oakviewgroup.com
Brent Ladnier	AOTCS, INC	251-709-1515		251-709-1515	Brent.ladnier@aotcs.org
Justin Moore	Air Masters	850-377-2495			justin@airmastersmechanical.com

Re-BID ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	Arthur R. Outlaw Convention Center - Mechanical Improvements	1 South Water Street, Mobile, Alabama 36602	Thursday, November 13, 2025

CN-015-25

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Roger Smith	Smith Mechanical				roger@smitheng.us
Roger Washington	City of Mobile	251.208.7812		251.214.1488	roger.washington@cityofmobile.org
Kevin Snyder	Air Design System	8503826178		850382-6178	Ksnyder@airdesignhvac.com
Justin Moore	Air Masters	[illegible] -6462		850-377-2495	justin@airmastersmechanical.com
Niki Hogan	AOTCS	601-940-9032			niki.hogan@aotcs.org
Brent Ladnier	AOTCS	251-709-1515			Brent.Ladnier@aotcs.org
Jason Sparks	Comfort System	251-661-0717		251-379-7970	jason.sparks@comfortsystemsusa.com
Darren Lee	Goram	251-379-3233			Darren@goramair.com

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.: CN-015-2025
PROJECT NAME: Arthur R Outlaw Convention Center – Mechanical Improvements
PROJECT LOCATION: 1 South Water Street Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated September 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____**PHONE**_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid:		**$ .00**
Contingency Allowance:	**+**	**$ 50,000.00**
Total Base Bid:		**$ .00**

(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ **.00**)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $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.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if

any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2021**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2021

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

Addendum No. 6

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: November 20, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 6 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. This addendum shall include a list of approved bidders based on the criteria set forth in the request for qualified bidders and recommendation from the design consultant.

Clarifications: NA

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. Approved Pre-Qualifications Letter - CC Mechanical Improvements

END OF ADDENDUM NO. 6

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

November 20, 2025

Subject: Pre-Qualifications Request for the Authur R. Outlaw Convention Center – Mechanical Improvements
CN-015-25

Pre-Bid Attendees,

This letter is in regard to the subject Pre-Qualifications request, issued by the City of Mobile Department of Architectural Engineering for Qualified Contractors to bid on the Authur R. Outlaw Convention Center mechanical improvements. Based on the criteria set forth in the Pre-Qualification Request and at the recommendation of our Consultant, R.J. Smith Mechanical Consultants, the following Contractors have been approved to provide a bid for the Authur R. Outlaw Convention Center mechanical upgrades:

- Air Design Systems MEP, LLC
- Air Masters Mechanical, Inc.
- Goram Air Conditioning Company, Inc.
- James B. Donaghey, Inc.

The mechanical contractors listed above shall submit a bid, according to the bid documents dated October 6, 2025, and acknowledge all subsequent addendum, including this addendum No. 6. Approved Bidders shall submit their bids on or before December 3, 2025 at the address indicated in the bid documents.

Thank you for your interest in doing business with the City of Mobile and participating in the competitive bid selection process.

Respectfully Submitted,

Roger D. Washington, Jr.
Capital Improvement Project Manager
Architectural Engineering Department

Addendum No. 7

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: November 26, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 7 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. BID DATE: Change the bid date in all references to December 10, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

Clarifications:

Item 1. Contractor shall incorporate the attached letter for clarification to the bid documents

Forms and Specifications: NA

Drawings: NA

RFI's: NA

Attachments:

1. CC Mechanical Improvements - Letter of Clarification

END OF ADDENDUM NO. 7

Smith Mechanical
Consulting & Design

November 25, 2025

Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, AL 36602

RE: Arthur R. Outlaw Convention Center Mechanical Improvements
Project Number CN-015-25
Addendum

Please incorporate the following in the requirements for the construction drawings for the referenced project.

1. It is the intent for the contractor to disconnect and reconnect the existing HVAC BAS controls on the existing chiller #2. It is expected the control sensors and wiring for chiller #2 are functional now and will not need to be replaced new. It is expected for the controls work for chiller #2 to be a disconnect and reconnect scope of work.
2. It is expected the chiller being replaced in position #1 has existing control sensors that interface with its onboard controller. It is expected these sensors and connections are functional. The controls connections from the facility HVAC BAS system will need to be provided as new for this chiller. The contractor I responsible for purchasing and installing any new interface boards or appurtenances required for the chiller to be monitored by the existing facility BAS system. All necessary conduit and wiring necessary for this connection are to be provided and installed by the contractor.
3. The contractor shall provide and install all necessary control sensors, conduit, and wiring to operate the new pump VFD's to maintain the pressure in the associated distribution loops. The sensors shall be located at approximately 2/3 of the way from the mechanical room on the respective loops. The contractor shall field verify a suitable location for the installation of the sensors. The VFD's and loop pressures shall be interlocked with the facility HVAC BAS system. The contractor is responsible for providing and installing all necessary wiring, conduit, sensors, and appurtenances required to be able to fully control the pumps from the BAS system.

R J Smith Mechanical Consultant, Inc.
dba: Smith Mechanical Consulting and Design

Roger Smith, PE
Principal

Smith Mechanical Consulting and Design
61 St Joseph Street
Suite 1100
Mobile, AL 36602
251-402-1364

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM REAM DEPT. 3030

DATE OF REQUEST: 03/19/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 310,000.00

FROM CAPITAL PROJECT#: C1036

CAPITAL PROJECT NAME: CONVENTION CENTER CAPITAL

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: F717-001

PROJECT NAME: CONVENTION CENTER MECHANICAL IMPRV

DEPT. PROJECT#: _____

Marilyn Bullard

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

C#5755

AGENDA ITEM SUMMARY SHEET

Agenda of: April 21, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
CJ Small, Councilmember

Purpose and Scope of Project:
Approve a contract with Rogers & Willard, Inc. for the construction of the new City of Mobile Animal Services Facility in the amount of $6,318,289.00.

Amount of Contract:
$6,318,289.00

Funding Source
C1035

ATTACHMENTS:
1. Resolution Animal Services
2. animal shelter signed contract
3. CAPITAL CONTRACT SUMMARY SHEET
4. Animal Services Facility-Project Manual 3-10-2026

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember CJ Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Rogers & Willard, Inc.
Project Name:	City of Mobile Animal Services Facility
Project Number:	BG-054-22 (C1035)
Amount:	$6,318,289.00

Adopted:

_____

City Clerk

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 Two Thousand Twenty-Six
(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, AL 36633-1827

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

Rogers & Willard, Inc.
550 St. Michael, Suite A
Mobile, AL 36602

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

City of Mobile Animal Services Facility
1668 West I-65 Service Road South
Mobile, AL 36693
Project Number BG-054-22 (C1035)
Demolition of 2ea. pre-engineered metal buildings, site improvement, renovation of 2-story building (Building A), and renovation of pre-engineered metal building (Building B)

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

Cummings Architecture Corporation
One Houston Street
Mobile, AL 36606

The Owner and Contractor agree as follows.

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

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

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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 Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

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[ ] By the following date:

§ 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 Six Million Three Hundred Eighteen Thousand Two Hundred Eighty-Nine Dollars and Zero Cents ($ 6,318,289.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $5,751,954.00

Envelope Adjustment: $ 0.00

Contingency Allowances: $200,000.00

Alternates 1,2,3, and 5: $366,335.00

Total Contract Sum: $6,318,289.00

§ 4.2 Alternates

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

Item	Price
1. Aluminum Walkway Cover	1. $224,359.00
2. Floor Coating (Option B)	2. $106,518.00
3. Pre-engineered Shade Structure	3. $35,458.00

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

Item	Price
1. Contingency Allowance	$200,000.00

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

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

§4.3.3 All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work

§4.3.4 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.

§4.3.5 Allowances are subject to the same provision of AIA 201 §7.3.7.

§ 4.4 Unit prices, N/A

§ 4.5 Liquidated Damages, A time charge equal to One Thousand Five Hundred and 00/100 Dollars ($1500.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted and Five Hundred and 00/100 Dollars ($500.00) for any required closeouts documents that are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This 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™–2017, General Conditions of the Contract for Construction, 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
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage: N/A

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 Final Payment: 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:
A. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
i.) Contractor's Release or Waiver of Liens
ii.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
B. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
C. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
D. Any additional close out requirements per the contract documents; and
E. Notarized Affidavit of Notice of Completion advertisement from publisher.

§ 5.2.3 Publication: Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for three (3) consecutive weeks, as required in the Code of Alabama 1975 § 39-1-1 (f) (1). A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. *Id* § 39-1-1 (f) (3) 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. *Id* § 39-1-1 (f) (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 Rogers and Willard, Inc. has completed the contract for BG-054-22 (C1035), City of Mobile Animal Services Facility at 1668 West I-65 Service Road South, Mobile, Alabama 36693. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Real Estate Asset 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.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Volkert, Inc., Program Manager

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

Director, Real Estate and Asset Management
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

Bill Davis, Vice President
Rogers & Willard Inc.
550 St. Michael, Suite A
Mobile, Al 36602

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit
D.	Damage to Rented Premises	$1,000,000 each occurrence

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:

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Included or (X) Not Applicable.

I. Underground Hazard:
Included or (X) Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage and must follow-form

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

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.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

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3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6 Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions: Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Drawings- As provided in the City of Mobile Animal Services Facility Plan Set and Project Manual dated March 09, 2026

.4 Specifications- As provided in the City of Mobile Animal Services Facility Plan Set and Project Manual dated March 09, 2026 and Addenda 1 through 3.

.5 Addenda, if any:

Number	Date
1	3/19/2026
2	3/25/2026
3	3/26/2026

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.

.8 Other Exhibits: N/A

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§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

§ 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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This Agreement entered into as of the day and year first written above.

ROGERS & WILLARD, INC. CORPORATE SEAL 1991 STATE OF ALABAMA

By: _____
William Davis, COO

Date: April 13, 2026

STATE OF ALABAMA}
COUNTY OF MOBILE}

I, the undersigned Notary Public, in and for said county and state, hereby certify that Bill Davis whose name as Vice President of Rogers & Willard, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 13 day of April, **2026**

Julia Beall
Notary Public
Print JULIA BEALL
My commission expires: 7-11-29

(Seal) STATE OF ALABAMA NOTARY PUBLIC

JULIA BEALL
My Commission Expires
July 11, 2029

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CITY OF MOBILE
By:_____

Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

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Bond No. 21BCSJH5219

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Rogers & Willard, Inc.
550 St. Michael Street, Suite A
Mobile, AL 36602

SURETY:
(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices

One Hartford Plaza
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT
Date:

Amount: $ 6,318,289.00 Six Million Three Hundred Eighteen Thousand Two Hundred Eighty Nine Dollars and 00/100

Description:
(Name and location) City of Mobile Animal Services Facility. Project Number BG-054-22 (C1035), 1668 West 1-65 Service Road South Mobile, AL 36693

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: $ 6,318,289.00 Six Million Three Hundred Eighteen Thousand Two Hundred Eighty Nine Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Rogers & Willard, Inc.

ROGERS & WILLARD, INC. CORPORATE SEAL 1991 STATE OF ALABAMA

Signature: _____

Name and Title: William Davis COO

SURETY
Company: *(Corporate Seal)*

Hartford Fire Insurance Company

Signature: _____

Name and Title: Malerie Williams 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:
Willis Towers Watson Southeast, Inc.
11 No. Water St, Suite 19290
Mobile, AL 36602

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-1852/AS 8/10

§ 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: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-1852/AS 8/10

Bond No. 21BCSJH5219

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Rogers & Willard, Inc.
550 St. Michael Street, Suite A
Mobile, AL 36602

SURETY:
(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices

One Hartford Plaza
Hartford, CT 06155-0001

OWNER:
(Name, legal status and address)

City of Mobile
P. O. 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.

CONSTRUCTION CONTRACT
Date:

Amount: $6,318,289.00 Six Million Three Hundred Eighteen Thousand Two Hundred Eighty Nine Dollars and 00/100

Description:
(Name and location) City of Mobile Animal Services Facility. Project Number BG-054-22 (C1035), 1668 West 1-65 Service Road South Mobile, AL 36693

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: $6,318,289.00 Six Million Three Hundred Eighteen Thousand Two Hundred Eighty Nine Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Rogers & Willard, Inc.

ROGERS & WILLARD, INC. CORPORATE SEAL 1991 STATE OF ALABAMA

Signature: _____

Name and Title: William Davis COO

SURETY
Company: *(Corporate Seal)*

Hartford Fire Insurance Company

Signature: _____

Name and Title: Malerie Williams 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:
Willis Towers Watson Southeast, Inc.
11 No. Water St, Suite 19290
Mobile, AL 36602

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-2149/AS 8/10

§ 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: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-2149/AS 8/10

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WILLIS TOWERS WATSON NORTHEAST INC
Agency Code: 10-252185

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Danielle Bechard, Ashley Alexis, Michael DiPiro, Katelyn Gingras, Jonathan Gleason, Jason Martin, Doritza Mojica, StacyAnn Morrison, Lisa A. Pless, Liam Russell, Alec Steinfeldt, Malerie Williams, Connor Wolpert of NEW YORK, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

E-Verify

Company ID Number: 352599

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Rogers & Willard, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 352599

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 352599

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Rogers & Willard, Inc.	
Julie Beall	
Name (Please Type or Print)	Title
Electronically Signed	08/23/2010
Signature	Date 8-23-2010
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	08/23/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Rogers & Willard, Inc.
Company Facility Address:	3005 Mill Street
	Mobile, AL 36607
Company Alternate Address:	P.O. Box 7394
	Mobile, AL 33670
County or Parish:	MOBILE
Employer Identification Number:	631050345

Company ID Number: 352599

North American Industry Classification Systems Code:	236
Parent Company:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Wanda Burch**		
Telephone Number:	**(251) 300 - 6583**	Fax Number:	**(251) 479 - 2776**
E-mail Address:	**wburch@rogerswillard.com**		
Name:	**Julie I Beall**		
Telephone Number:	**(251) 300 - 6589**	Fax Number:	**(251) 479 - 7443**
E-mail Address:	**jbeall@rogerswillard.com**		

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: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	Rogers & Willard Inc.
Address	550 St. Michael Street, Suite A, Mobile, AL 36602
Telephone	251-479-2675
E-Mail	Bdavis@rogerswillard.com

RFP/RFQ Solicitation Number	**PROJECT No. BG-054-22**
Project Description	City of Mobile Animal Services Facility
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 27 Female 16 Minority _____ Non-minority _____ Vets 4 Total #of Employees 43

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Rogers & Willard Inc.

Signature: _____ Date: 04/1/2026

Title: COO

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: Leah Cooke Title: Lead Estimator

E-mail:_ Phone: LCooke@RogersWillard.com 251-479-2675

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.

PROJECT No. BG-054-22

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 6,318,289 Date: 04 / 02 / 26

Description City of Mobile Animal Services Facility

Name of Bidder/Proposer: Rogers & Willard 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
Please see attached						

Form 2: Good Faith Effort Documentation

Name of Bidder: Rogers & Willard Inc.

Contact Person: Leah Cooke Phone 251-479-2675 Email Lcooke@rogerswillard.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.

_X_ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

ROGERS & WILLARD

SINCE 1991

City of Mobile Animal Services Facility
Subcontractor/DBE Report

Subcontractor	Phone	Scope of Work	Value	% of Bid	DBE?	Official Verification
L&G Industries	251-300-8037	Dumpsters	5,000	1%	Yes	
Taylor Construction Services	251-599-5914	Site	217,890	4%	No	
Evans & Co.	800-832-4521	Site Materials	23,000	1%	Yes	
Hahn	251-229-2776	Concrete	133,697	3%	No	
L&G Industries	251-300-8037	Select Concrete Materials	5,000	1%	Yes	
Rowe Plumbing	251-660-1002	Plumbing & Utilities	546,677	9%	No	
Cooper Fence	251-367-1980	Fencing	45,540	1%	No	
Superior	251-452-1252	Masonry	93,800	2%	Yes	
Burt Steel	334-265-9268	Steel & Erection	64,128	1%	No	
Wood Specialties	251-621-5326	Millwork	79,300	2%	No	
R&R Roofing	601-736-6886	Metal Panels & Roofing	149,200	3%	No	
Commercial Doors	850-741-4189	Doors	73,379	2%	No	
Custom Screen & Window	251-478-9987	Glass	37,636	1%	No	

550 Saint Michael Street • Suite A • Mobile, Alabama 36602
251-479-2675 Office • 251-479-2776 F

AGC THE CONSTRUCTION ASSOCIATION PROUD MEMBER

JBT Renovations	850-525-1141	Drywall/ACT	205,000	4%	Yes	
Melvin Pierce	251-649-2900	Paint	168,750	3%	No	
Cornerstone	601-856-8861	Flooring	55,705	1%	No	
Gulf Atlantic	601-859-4710	Resinous	163,715	3%	No	
Mitchell	601-482-7471	Signage	18,890	1%	No	
Gulf South Metals	251-989-6443	Canopy	56,835	1%	No	
Gator Dog Kennels	970-622-9885	Kennels	492,974	8%	No	
Midmark	1-800-MIDMARK	Vet Equipment	103,612	2%	No	
Southeastern FP	251-675-4468	Fire Sprinkler	68,468	2%	No	
Persons	251-660-2084	HVAC	1,098,846	18%	No	
Bagby & Russell	251-344-5987	Electrical	571,710	9%	No	
Southern Turf	251-421-5864	Landscape	45,540	1%	No	
Struthers		Site Furnishing	29,225	1%	Yes	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2026

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
Alliant Insurance Services, Inc.
105 W. Washington Street
Suite A2
Ridgeland MS 39157
License#: 0C36861

CONTACT NAME: Jamie White
PHONE (A/C, No, Ext): 769-230-1279 **FAX (A/C, No):** 601-709-4615
E-MAIL ADDRESS: jwhite@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Aspen American Insurance Compa	43460
INSURER B : Zurich American Insurance Comp	16535
INSURER C : Amer Guarantee & Liab Ins Co	26247
INSURER D : American Zurich Insurance Comp	40142
INSURER E :	
INSURER F :	

INSURED
Rogers & Willard, Inc.
550 St. Michael Street
Suite A
Mobile AL 36602
ROGE&WI-01

COVERAGES **CERTIFICATE NUMBER:** 107715638 **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	
D	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	GLO8564766-02	10/5/2025	10/5/2026	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
C	**AUTOMOBILE LIABILITY**	Y	Y	BAP8564763-02	10/5/2025	10/5/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] **UMBRELLA LIAB** [X] OCCUR	Y	Y	SXS8564767-02	10/5/2025	10/5/2026	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $						Prod/Comp/Ops Agg	$ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N		Y	WC8564760-02	10/5/2025	10/5/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) 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 Equipment			IM00JAM25	10/5/2025	10/5/2026	Limit Deductible	$200,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Mobile Animal Services Facility Project Number: BG-054-22(C1035), 1668 W 1-65 Service Road S. Mobile, Alabama 36693. City of Mobile, Volkert, Inc. (Architect), and any other party required by the contract documents are included as additional insureds on all policies except the worker's compensation policy on a primary and non-contributory basis including ongoing and completed operations. A waiver of subrogation is included in favor of City of Mobile, Volkert, Inc. (Architect) and any other party required by the contract documents and where allowable by law on all policies. Umbrella is follow form over general liability, automobile liability, and employers liability. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage (10 days for non-payment of premium) is included on all policies in favor of the certificate holder. Contractual Liability is included as required by the contract documents.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 8564766 - 02	10/05/2025	10/05/2026		69839000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8564766 - 02	Effective Date: 10/05/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Coverage Extension Endorsement

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 8564763 - 02	Effective Date: 10/05/2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/05/2025 Policy No. WC 8564760 - 02 Endorsement No.

Insured ROGERS & WILLARD, INC Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

Copyright 1983 National Council on Compensation Insurance, Inc.

Rogers & Willard, Inc.

Entity ID Number	000-144-526
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/01/1991
Registered Agent Name	ROGERS, MICHAEL C JR
Registered Office Street Address	451 ST. LOUIS ST. MOBILE, AL 36602
Registered Office Mailing Address	451 ST. LOUIS ST. MOBILE, AL 36602
Nature of Business	GENERAL CONSTRUCTION BUSINESS
Capital Authorized	$100
Capital Paid In	---
Incorporators	
Incorporator Name	MCALEER, PATRICK A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ROGERS, MIKE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	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 2022 2023 2024
Transactions	
Transaction Date	01/19/1993
Legal Name Changed From	McAleer-Rogers, Inc.
Transaction Date	12/27/1995
Legal Name Changed From	McAleer-Rogers-Willard, Inc.
Transaction Date	12/27/2000
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	07/16/2007
Registered Agent Changed From	MCALEER, PATRICK A 7068 AIRPORT BLVD MOBILE, AL 36670
Transaction Date	08/17/2009
Capital Amounts Changed From	$10,000 Authorized --- Paid In
Transaction Date	08/17/2009
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/06/2021
Registered Agent Changed From	ROGERS, MICHAEL C JR 3005 MILL STREET MOBILE, AL 36607
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/01/1991 Certificate of Formation 6 pgs.
Document Date / Type / Pages	01/19/1993 Legal Name Change 4 pgs.
Document Date / Type / Pages	12/27/1995 Legal Name Change 3 pgs.
Document Date / Type / Pages	12/27/2000 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	07/16/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	12/06/2021 Registered Agent Change 2 pgs.

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: ANIMAL SHELTER I-65 SERVICE RD.

CAPITAL PROJECT #: C1035 (20002000-48010)

CONTRACT AMOUNT: $6,318,289.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-054-22

PROJECT DESCRIPTION: Construction of New City of Mobile Animal Shelter

VENDOR NAME: Rogers & Willard, Inc.

VENDOR NUMBER: 294273

DEPT #: 3030 **DEPT NAME:** REAL ESTATE ASSET MANAGEMENT

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

***General Construction requires Change Order for 10% overages**.

Prepared by: Dru Bishop **Date:** 04/15/2026

PROJECT MANUAL

FOR THE NEW

CITY OF MOBILE ANIMAL SERVICES FACILITY

1668 WEST I-65 SERVICE ROAD SOUTH, MOBILE ALABAMA 36693
PROJECT No. BG-054-22
March 09, 2026

PREPARED BY:

VOLKERT
11 North Water Street, Suite 18290
Mobile, Al 36602

And

CUMMINGS ARCHICTECTURE
One Houston Street
Mobile, Alabama 36606

Bid Date: April 01, 2026

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SECTION 00 1116 - INVITATION TO BID

PART 1 - GENERAL

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	**ANIMAL SERVICES FACILITY**
PROJECT LOCATION:	**1668 West I-65 Service Road South**
PROJECT NUMBER:	**BG-054-22**

1. BID DATE:
   A. Sealed Bids will be received and clocked in until **2:15 PM** local time, **Wednesday, the 1st day of April, 2026**. Bidders shall insert sealed Bids into a receptacle marked "City of Mobile Bids", located in the elevator lobby outside the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
   B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
   C. Bids will be publicly opened and read at **2:30 PM** local time, in the Atrium Lobby of Government Plaza.
2. SPECIFICATIONS AND DRAWINGS:
   A. Specifications and Drawings will be distributed to prequalified bidders only.
   B. Contractor may contact Cummings Architecture or Volkert for access to record drawings, if available. See Section 01 10000 – SUMMARY OF WORK for Project Contact Information.
   C. Bidder shall use complete sets of Bid Documents in preparing their Bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
   D. Addenda will be issued via e-mail to all Prospective Bidders who attended the Pre-Bid Conference.
   E. Product Substitutions must be pre-approved before the Bid Date (see Section 01 6300 for requirements)
   F. **This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00 4200).**
3. BID SURETY: Required on Bids $50,000.00 or more
   A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4. SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5. IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6. BIDDER QUALIFICATIONS:

A. **Only bids from prequalified bidders who attended the mandatory prebid meeting will be accepted.** Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work**.

7. NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8. PRE-BID CONFERENCE:

A. A **Mandatory Pre-Bid Conference** for General Contractors will be held **at the project site at 9:00 AM local time, Tuesday, March 17, 2026.**

B. Minutes of this conference will be sent out as Addition Information for the project.

9. BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the Bidding Documents.

B. Bid, with Bid Security, Sales Tax Form C-3A and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words **"SEALED BID FOR ANIMAL SERVICES FACILITY, PROJECT NUMBER: BG-054-22".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the Bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any Bid submitted without such license information may be rejected and returned to the Bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, APRIL 01, 2026**.

F. For a Bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10. EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. **All Bid Forms must include an appropriately completed "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form per requirements.** Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. **Contact Archnique Kidd at 251-208-7967, archnique.kidd@cityofmobile.org**

E. A Directory of DBE Vendors can be found at the following location:

https://cpmsapps2.dot.state.al.us/alucp/searchdirectory#targetElement

F. Directories of DBE Vendors for the State of Alabama and for Mobile/Baldwin Counties are included in **APPENDIX A – DIRECTORY OF DBE VENDORS** in the Project Manual.

11. ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00 2100 "Instructions to Bidders - AIA Document A701" and in the specification Section 00 2200 "Supplementary Instructions to Bidders".

12. STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company's documentation of enrollment in E-Verify.

C. The Subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the Subcontractor is enrolled in the E-Verify Program.

13. PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1116

SECTION 00 2100 - INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-2018 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00 2200 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

DRAFT

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

«ANIMAL SERVICES FACILITY »
«1668 West I-65 Service Road South »
«Mobile, Alabama 36693 »
«Project No. BG-054-22 »

THE OWNER:
(Name, legal status, address, and other information)

«CITY OF MOBILE »
«P.O. Box 1827»
«Mobile, Alabama 36633-1827 »
«Contact Brandon Miller/VOLKERT »

THE ENGINEER:
(Name, legal status, address, and other information)

«Cummings Architecture Corporation »
«One Houston Street »
«Mobile, Al 36606 »
«Contact: Ben Cummings »

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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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

§ 1.10 A non-resident Bidder or Sub-bidder is one who

a. Is neither organized nor existing under the laws of the State of Alabama
b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

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§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

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§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00400. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

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Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:
(Insert the form and amount of bid security.)

«The Bidder shall provide a Bid Security in the form of a cashier's check drawn on an Alabama bank or a Bid Bond. Bid Security is required for bids exceeding $50,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.»

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«Submission of Bid shall be as stated in Section 00 11 16, Invitation to Bid, Paragraph 9, titled "Bid Submittal". »

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

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§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- **.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- **.4** The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- .5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- .6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit

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an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;
.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;
.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
.4 Schedule of Values; and
.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

§ 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

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ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

ARTICLE 9 NONDISCRIMINATION

§9.1.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

ARTICLE 10 USE OF DOMESTIC PRODUCTS

§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contactors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

ARTICLE 12 PRE-BID REQUIREMENTS

§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is $50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

§ 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue prior to bidding and all bidders shall have a certificate of authorization to do business in Alabama from the Secretary of the State of Alabama. The registration number shall be included on the bid form.

ARTICLE 13 POST-BID REQUIREMENTS

§ 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractor's License is required and must be current at the time of bidding. Contractor must qualify and post $10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractor's

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License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P. O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251.208.7421

Revenue Department
P. O. Box 1827
Mobile, Alabama 36633-1827
251.208.7461

13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION

DRAFT

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SECTION 00 2200 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

PART 1 – GENERAL

1. BIDDING DOCUMENTS
   A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.
   B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:
   A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.
   B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect by 12:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to the Architect at **ben@cummings-architecture.com** with a copy sent to the City of Mobile Project Manager at **brandon.miller@volkert.com**.
   C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
   D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:
   A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
   B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
   C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
   D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
   E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.
   F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

   A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

   B. Bid Bond shall be valid for a minimum of sixty (90) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (90) days after Bid opening, whichever is sooner.

   C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

   D. Power of Attorney is required for all Bonds.

   E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

   A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

   A. Bid, with Bid Security, Sales Tax Form C-3A, Subcontractor & Major Supplier Plan, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words **"SEALED BID FOR ANIMAL SERVICES FACILITY, PROJECT NUMBER: BG-054-22",** the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

   B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

   C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

   D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

   A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of ninety (90) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

   A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

   B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

   C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

   D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

   A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

   A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

   B. The Bidder to whom the Contract is awarded shall, within ten(10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
      (1). Performance Bond and Labor and Material Payment Bond (originals);
      (2). Certificate of Insurance (original) with endorsements to City of Mobile;
      (3). Evidence of enrollment in the E-Verify program.
      (4). Other documentation as required by the Contract Documents.

   C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

   D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-Verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 2010 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business “Entity ID Number” on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00 60 00).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit, City of Mobile Development Permit AND Certificate of Appropriateness is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within **Three Hundred Sixty-Five (365) calendar days** from the date indicated by the Notice to Proceed.

B. Within five (5) days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the site as approved by the Owner, but typically **seven days a week from 6:00 A.M. to 6:00 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours work will require prior approval of the Project Manager and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24-hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager in writing, monthly.

Claim shall include monthly precipitation reports as recorded at the nearest NOAA Weather station and identify the trades and activities impacted.

20. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each workday. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission website at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS:

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion Advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **(COMPANY NAME)** has completed the contract for **ANIMAL SERVICES FACILITY, PROJECT NUMBER: BG-054-22**, 1668 West I-65 Service Road South, Mobile, Alabama, 36693. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify REAL ESTATE & ASSET MANAGEMENT, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a one-year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A time charge equal to One Thousand Five Hundred and 00/100 Dollars ($1500.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted and Five Hundred and 00/100 Dollars ($500.00) for any required closeouts documents that 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 2200

SECTION 00 4100 - 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.: **BG-054-22**
PROJECT NAME: **ANIMAL SERVICES FACILITY**
PROJECT LOCATION: **1668 West I-65 Service Road**
Mobile, Alabama 36693

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the Cummings Architecture dated March 06, 2026; and all Addendum (a) Number(s) _____, dated _____, 2026 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Real Estate & Asset Management for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: _____

ADDRESS: _____ **PHONE:** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for Sixty (60) calendar days from the date of the Notice to Proceed.

BID PROPOSAL

Base Bid: _____ .00

Contingency Allowance: $200,000.00

Total Bid (Base Bid + Contingency): _____ .00
(Amount in Figures)

and no/100 dollars

(Amount in Words)

ALTERNATES (See Section 01 2300 – Alternates)

ALTERNATE NO. 1: Aluminum Walkway Cover: $ _____ Dollars

ALTERNATE NO. 2: Floor Coating (Option B): $ _____ Dollars

ALTERNATE NO. 3: Pre-engineered Shade Structure: $ _____ Dollars

Total Bid Including Contingency and Alternates 1-3:

_____ Dollars

(Amount in Words)

($ _____.00)

(Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

REQUIRED LISTING OF SUBCONTRACTORS/SUPPLIERS: Bidder is required to submit a list of Subcontractors/Suppliers for all trades they intend to use for the Base Bid (see Section 00 4300 – List of Subcontractors). List yourself for work you intend to self-perform. Any envelope adjustments to this section must be initiated by the bidder. Failure to complete this section may render your bid non-responsive (see Section 00 2200 – Supplemental Instructions to Bidders for additional information).

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, 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 2010 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then the 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 ninety (90) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE: _____ **DATE:** _____, 2026
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____, 2026

_____
Notary Public

Attachments:

1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of State Bidders only)
3. Sales Tax Form C-3A (See Section 00 4200)
4. List of Subcontractors (See Section 00 4300)
5. City of Mobile Subcontractor and Major Supplier Plan (See Section 00 4400)

END OF BID FORM

SECTION 00 4200 - ACCOUNTING OF SALES TAX FORM C-3A (ATTACHMENT TO BID FORM)

To: City of Mobile **Date:** _____

Name of Project: ANIMAL SERVICES FACILITY
Project Number: BG-054-22

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$_____
ADD ALT. #1:	$_____
ADD ALT. #2:	$_____
ADD ALT. #3:	$_____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder: _____

Mailing Address: _____

***By (Legal Signature):** _____

***Name (type or print):** _____ (Seal)

***Title:** _____

Telephone Number: _____

SECTION 00 4300 – LIST OF SUBCONTRACTORS

NOTE: USE THIS FOLLOWING CITY OF MOBILE SUBCONTRACTOR AND MAJOR SUPPLIER PLAN TO LIST ALL SUBCONTRACTORS AND MAJOR SUPPLIERS.

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.

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	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

E-mail:_ Phone: _____

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 $_____ Date: _____/ _____/____

Description_____

Name of Bidder/Proposer: _____

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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (·)	NO (·)	**Did you do these suggested areas for DBE recruitment and engagement**
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT 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. _____

_____

SECTION 00 5000 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 – GENERAL

This section includes the STANDARD FORM OF AGREEMENT BETWEEN OWNER and CONTRACTOR, AIA Document A101 - 2017, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

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 Month in the year 2026

BETWEEN the Owner:

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:

Contractor
Street Address
City, State Zip code
City of Mobile Business License Number: 0000
GC License No. 00000

for the following Project:

City of Mobile Animal Services Facility
1668 West I-65 Service Road South
Mobile, Alabama 36693
Project Number BG-054-22 (C1035)

Scope: Demolition of 2 metal buildings, site improvement, renovation of existing two story building (Building A), and renovation large metal building (Building B).

The Architect:

Cummings Architecture Corporation.
Ben Cummings
2One Houston Street
Mobile, Alabama 36606

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

DRAFT

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[X] A date set forth in a notice to proceed issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be xxxxxxxxxxxxx Dollars and 00/100 ($ xxx.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $0,000,000.00

Envelope Adjustment: $ 00,000.00

Contingency Allowances: $200,000.00

Alternates 1,2,3, and 5: $00,000.00

Total Contract Sum: $0,000,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
1. Aluminum Walkway	
2. Floor Coating (Option B)	
3. Pre-engineered Shade Structure	
4.	
5.	

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
1. Contingency Allowance	$200,000.00

A. Contingency Allowance shall cover cost of material, labor, equipment, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit ($0.00)
None		

§ 4.5 Liquidated damages, if any:

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A time charge equal to One Thousand Five Hundred and 00/100 Dollars ($1500.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted and Five Hundred and 00/100 Dollars ($500.00) for any required closeouts documents that are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- **.3** Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

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•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rogers and Willard, Inc. has completed the contract for PR-003-24 (C0538), CIP Taylor Park Community Center Improvement and , 1050 Baltimore Street, Mobile, Al 36605 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Volkert, Inc., Program Manager

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201,

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General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

Director, Real Estate and Asset Management
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

General Contractor
Street Address
City, State Zip code

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit
D.	Damage to Rented Premises	$1,000,000 each occurrence

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or (X) Not Applicable.
I. Underground Hazard:
Included or (X) Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

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A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage and must follow-form

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

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.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6 Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings -As provided in the City of Mobile Animal Services Facility
Plan Set and Project Manual dated March 06, 2026 and Addenda 1 through 3.

.4 Specifications - As provided in the City of Mobile Animal Services Facility
Plan Set and and Project Manual date d March 06, 2026 and Addenda 1 through 3.

.5 Addenda:

Number	Date
1	09/12/2025.
2	10/08/2025.
3	

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

§ 9.2
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ 9.2.1 Other documents, if any, listed below:

None

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City

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may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

§ 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Spiro Cheriogotis, Mayor	
(Printed name and title)	*(Printed name and title)*

ATTEST:

_____
City Clerk

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **General Contractor.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this _____ day of _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

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SECTION 00 6000 - BONDS, CERTIFICATES, AND AFFIDAVITS

PART 1 – GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. E-Verify Documentation (Sample)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 6000

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, _____ hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ _____Dollars ($_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete **ANIMAL SERVICES FACILITY (FD-032-24), 1309 Azalea Road, Mobile, Alabama 36693**, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Real Estate and Asset Management
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____ , as Principal, and _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ Dollars and no/cents ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete **ANIMAL SERVICES FACILITY (BG-054-22), 1668 West I-65 Service Road South, Mobile, Alabama 36693**, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said
Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL	**SURETY**
Company:_____	Company: _____
(Corporate Seal)	(Corporate Seal)
By: _____	By: _____
(Signature)	(Signature)
Name and Title: CONTRACTOR	Name and Title:_____

Resident Agent: _____
(Signature)
Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Real Estate and Asset Management
PO Box 1827
Mobile, AL 36633
251-208-7454

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
DOWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection w'ith the C‹xihact. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ _____
2. Net change by Change Orders $ _____
3. CONTRACT SUM TO DATE (Line 1 2) $ _____
4. TOTAL COMPLRTRD & STORRD TO DATE (Column G on G703) $ _____
5. RETAINAGE:
   _____% of Completed Work $ _____
   (Column D E on G703)
   b. _____% of Stored Material $ _____
   (Column F on G703)
   Total Retuinage (Lines 5a + fb or
   Total in Column I of G703) $ _____
6. TOTAL EARNED LESS RETAINAGE $ _____
   (Line 4 Less Line S Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ _____
8. CURRENT PAYMENT DUR $ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE $ _____
   (Line 3 less Line 6)

ANGE ORD... ARY	ATIONS	DEDUCTIONS
T		
in months Oumer		
Total this Month		
TOTALS		
NET CHANGES Order		

The undersigned Contractor certifies that to the best of the C‹xihactor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance w'ith the Contact Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herb is now due.

CONTRACTOR:

By: _____ Date: _____

State of:
Subscribed and sworn to before me this
Notary Public: Cou
My Commissi‹xi expires: day

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on ‹xi-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance w'ith the C‹xihact Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the nmount *certified.)*

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance o1 payment are without prejudice to any rights of the Owner or C‹xihactor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Doctunent G702. APPLIC'ATION .4ND CERTIFICATION FOR P.CEMENT. containing C'onnactor's signed certification is attached.

In tabtflations below . amounts are stated to the nearest dollar.

Use C'olturin I on C'ontracts where variable retainaee for line iteins may apply.

.SPPLIC.ATION NO:

APPLIC'.ATION D.STE:

PERIOD TO:

ARCHITEC'T'S PROJECT NO:

A	B	c	D	E	F	G		H	I
ITEM NO.	DESfi'RIPTION OF WORK	SCHEDULED VALUE	WORK fi'OMPLETED FROM PREVIOL'S APPMCATION + E)	WORK fi'OMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (H-ETF)	% (0-C)	BALANfi'E TO FINISH (fi' - G)	RETD AGE (IF VARIABLE RATE)
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Docum ent D401 - Certification of Docum ent's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA @1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W H'ASHINGTON, D.C 20006-5232

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)

AIA Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: *(Name and address)*

PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATE:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

TO OWNER: *(Name and address)*

TO CONTRACTOR: *(Name and address)*

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: **$** _____

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (*time*) on (*date*).

OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

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AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1147552344)

AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1682535782)

AIA Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
		CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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User Notes: (1299870031)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone.-

15. Alt. Contact Fax:

16. Alt. Contact Email:

City o(Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

AII fields are required to *be completed.*

Company Name _____

City Vendor No. *(if available)* _____ Tax Identification No. _____

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

EFT Contact Email _____
(required for EFT payment notification emails)

Bank Name _____

.. W-9

(Rev. December 2014)
Department of the Treasury
jnternal Revenue Service

Request for Taxpayer
Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregard ed entity name, if different from above

3 Check appropriate box far federal tax classification; check only one of the following seven boxes:

@ Individual/sole proprietor or single-member LLC @ C Corporation @ S Corporation @ Partnership @ Trust/estate

Limited liability company. Enter the tax classification (C=G corporation, S=S corporation, P=partnership) *

Nate. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

@ Other (see instructions) ¥

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code oil any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (opt onal)

6 City, stale, and ZIP code

7 List account number(s) here (optional)

axp e I ent cat on Number N)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3. For other entities, it is your employer identification number (EIN). II you do not have a number, see How to *get a TIN* on page 3.

i e u i e

[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

tEu o e id tifi e

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 (deñned 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 al| interest and dividends on your tBx return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abz'ndonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here — signature of u.S. person * — Date *

General Instructions

Section references are to the internal Revenue Code unless otherwise noted.

Future deveiopments. Informalion about developments affecting Form W-9 (such as legislation enacted after we release it) is at was.its.gov//w9.

Purpose of Form

An individual or entify (Form W-9 requ esfer) who is required to file an inform ation return with lhe IRS must obtain your correct taxpayer identitication 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 inlormalion return the amount paid to you. or of her amount repoHable on an in|or mation return. Examples of Information returns incl ude, but are not limited to, the for tow+rig:

- gprm 1099- IMT {interest earned or paid}
- Form 1099-D iV (dividends, inciuding those from stocks or mutual funds)
- Form 1099-MiSC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (slack or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds lrom real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortg age interest), 1098-E (student loan interest), 098-T (tuition)
- P-orm 099-C {oaneeled debt}
- Porm 099-A {acquisilion or abandonment of secured property}

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correcl TiN.

I! you do not return form W-9 to the reguesler w/fh a *TIN,* you migfiT de subject /o dackup wirfifio/d7ng. See N/fiaf 7s dackup ry tfiflo/ding? on page 2.

By signing the lilled-out form, you:

1. Cenity Ihat Ihe TiN you are giving is correct (or you are waiting lor a number to be issued),
2. Cedity tfl at you are not su bject to Oacku p w+tfi holding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership inc ome mom a U.S. trade or business is nat subject to the withholding tax on toreign partners' share of e ffectively connected income, and
4. Certify thai FATCA code(s) entered on this form (if any) indicallng that you are exempl from the FATCA reporting, is correct. '3ee What *re MCA* reporting y on page 2 for further information.

SECTION 00 7000 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

PART 1 – GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

«ANIMAL SERVICES FACILITY »
«1668 West I-65 Service Road South »
«Mobile, Alabama 36693 »
«PROJECT NO: BG-054-22 »

THE OWNER:
(Name, legal status and address)

«CITY OF MOBILE »
«P.O. Box 1827 »
«Mobile, Alabama 36633-1827 »
«Contact: Brandon Miller/Volkert »

THE ARCHITECT:
(Name, legal status and address)

«Cummings Architecture Corporation »
«One Houston Street »
«Mobile, Alabama 36606»
«Contact: Ben Cummings »

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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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes: (1701786947)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement o Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent o Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known tecl nical or construction industry meanings are used in the Contract Documents in accordance with such recognized m ean ngs.

§ 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" ar "any" a nd articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement a nd a pears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

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other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

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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 would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

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such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials

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and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

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§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 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

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(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence 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 reimburse the Contractor for all 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 be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

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provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

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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, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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.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 be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

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and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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SECTION 01 1000 - SUMMARY OF THE WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provision of Contract, including General and Supplementary Conditions and other Division 01 or Specification Sections, apply this Section.

1.2 SUMMARY

A. This Section includes the following:
1. Project Information
2. Work covered by Contract Documents
3. Type of Contract
4. Access to Site and Work Restrictions
5. Specification and drawing conventions
6. Miscellaneous provisions

B. Related Requirements:
1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's Facilities.

1.3 PROJECT INFORMATION

A. Project Identification: ANIMAL SERVICES FACILITY
1309 Azalea Road, Mobile, Alabama 36693
City of Mobile PROJECT NO: BG-054-22

B. Owner: City of Mobile
Mobile Fire-Rescue Department
P.O. Box 1827, Mobile, Alabama 36633
Owner's Representative: Mr. David M. Cordingly

C. Architect: Forrest Daniell & Associates, P.C.
8007 American Way,
Daphne, Alabama 36526
Contact: Jeff Jordan

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Civil Engineer
Driven Engineering, Inc.
Attn: Avalisha Fisher
8005 Morris Hill Road
Semmes, Alabama 36757

2. Structural, Mechanical, Electrical, & Plumbing Engineer
   Gulf States Engineering, Inc. (GSE)
   Attn: Justin Stewart
   600 Azalea Road
   Mobile, Alabama 36609

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. New work includes, but is not limited to, a new one-story administration area and 4 bay fire station. The building consists of metal building construction with brick veneer. The foundation system is a slab on grade. Exterior materials consist of brick veneer and a standing seam metal roof. Project also consists of associated site work, parking, and utilities.

2. Site work – New entry drives, extension of utilities as required to serve the proposed facility, landscape & irrigation, perimeter fencing, and site lighting.

3. The facility is to be located at 1309 Azalea Road, Mobile, Alabama 36693.

4. The building will be classified as Construction Type II-B, fully fire-sprinklered. Main Occupancy Type is Business Group B and Factory Industrial Group F-1.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to area identified as “Limit of Work”.

2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 WORK RESTRICTIONS

A. General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than seven (7) days in advance of proposed utility interruptions.

2. Obtain Owner's written permission before proceeding with utility interruptions.

C. Controlled Substances: Use of controlled substances is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

A. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 2100 - ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Bid a stipulated allowance(s) as indicated on the Bid 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 Bid), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Allowance No. 1:
   1. Owner Contingency
      a. Include the sum of $200,000.00 for use at the Owner's discretion.

END OF SECTION 01 2100

SECTION 01 2300 - ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINISTIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.

2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

1.5 SCHEDULE OF ALTERNATES

ALTERNATE NO. 1: XXXXX

Description:.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 2300

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a subcontractor/vendor quotes with a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Show allowable mark-up (10% GC and 15% subcontractors).
e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include allowable mark-up. (10% GC and 15% subcontractors)
6. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
7. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.
c. Contractor's Construction Schedule.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of the Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.
    1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."

5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

SECTION 01 2973 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 GENERAL:

A. Related requirements specified elsewhere:

1. Scheduling and Sequencing
2. Submittals
3. Product Substitutions
4. Construction Schedules

B. Submit Schedule of Values to the Engineer, at least ten (10) days prior to submitting first Application for Payment.

C. Upon request by Engineer, support values given with data that will substantiate their correctness.

D. List quantities of materials specified under unit price allowances.

E. Use Schedule of Values only as basis for Contractor's Applications for Payment.

1.02 FORM OF SUBMITTAL:

A. Submit on AIA Document G-703 "Continuation Sheet", 1992 Edition, or other approved Format acceptable to the Engineer and Owner. Schedule of Values shall be submitted for approval.

1.03 PREPARING SCHEDULE OF VALUES:
(Unless directed otherwise in the General Conditions, follow the SOV guideline listed below)

A. Itemize separate line item cost for each of following general cost items:

1. Performance and Payment Bonds.

2. Field Supervision and Layout.

3. Temporary Facilities and Controls.

4. Materials

B. Itemize separate line item cost for work required by each section of this specification including General Conditions of the Contract. Itemization shall be such that the progress of the work can be clearly defined.

C. Break down installed costs into:

1. Cost of component products, delivered and unloaded at job site. (List under Column F, G-703).

2. Total installed cost, with overhead and profit. (List under Column C, G-703).

D. For each line item which has an installed value of more than $20,000.00, break down costs to list major products or operations under each item.

E. Round off figures to nearest $1.00.

F. Make sum of total costs of all items listed in schedule equal to total Contract sum.

1.04 REVIEW AND RESUBMITTAL:

A. After review by Engineer, revise and re-submit Schedule (and Schedule of Material Values) as required.

B. Re-submit revised Schedule in same manner.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 2973

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.

D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer/Architect will return RFIs submitted to Engineer/Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of Subcontractors and Superintendent at a biweekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100

SECTION 01 3119 - PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General Conditions and Division 1 of Specification Sections, apply to work of this Section.

1.02 DESCRIPTION:

A. This section specifies administrative and procedural requirements for project meetings including, but not limited to:

1. Pre-Construction Meetings
2. Pre-Installation Meetings
3. Progress/Schedule Update/Coordination Meetings

B. The General Contractor will conduct the meetings listed above, in addition to those enumerated in other sections this specification, to ensure safe and quality execution of the project, and proper coordination of the work with building users and Owner's requirements.

1.03 PRE-CONSTRUCTION MEETING:

A. The Architect and Owner will schedule a pre-construction and organizational meeting prior to commencement of construction activities. The Engineer will conduct the meeting to review with the Contractor the Contractor's responsibilities and personnel assignments.

B. Attendees: The Owner, the Engineer, the Contractor and his superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the meeting. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance which could affect progress, including such topics as:

1. Tentative overall construction schedule including critical sequencing or phasing.
2. Critical path or critical sequence items.
3. Tentative weekly work schedule and working hours.
4. Work restrictions.
5. Designation of responsible personnel, their duties, and accurate contact information.
6. Procedures for processing field decisions and Change Orders.
7. Procedures for RFIs.
8. Procedures for testing and inspecting.
9. Procedures for processing Applications for Payment.
10. Distribution of Contract Documents and project correspondence.
11. Use of the premises including office, work and storage areas.
12. Owner's occupancy requirements.
13. Parking availability.

14. Equipment and material deliveries.
15. Temporary interruption of electrical power, HVAC, water, etc. (if any).
16. Temporary occupation of interior spaces.
17. Safety and security procedures.
18. Housekeeping.
19. Construction waste management and recycling.
20. Preparation of record documents.
21. Review of bid allowances and unit prices and how they would apply to the contract.

C. Reporting: The Engineer will distribute meeting minutes to the Owner and to attendees designated by the Owner.

1.04 PRE-INSTALLATION CONFERENCES: Unless permitted otherwise, the following shall apply to the preinstallation conferences.

A. The Contractor shall conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction, or as required by various Sections of this Project Manual or by Construction Drawings. Shop drawings shall be approved prior to the meeting and reviewed during the meeting. Contractor is to advise the Designer and Owner of scheduled meeting dates with at least a one-week notice.

B. Attendees: The installer and technical representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, SHALL attend the meeting. Contractor and all subcontractor supervisory personnel are also required to attend. The designer shall also attend.

C. Reporting: The Designer will distribute meeting minutes to the Owner, all affected parties, and all meeting attendees. Significant discussions and agreements and disagreements of each conference, along with the approved schedule, will be recorded.

D. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene the conference at the earliest feasible date.

1.05 PROGRESS / SCHEDULE UPDATE / COORDINATION MEETINGS: Unless permitted otherwise, the following shall apply to the progress (OAC) meetings.

A. The Contractor will conduct progress/scheduling update/coordination meetings every two weeks. The Owner may require these meetings to be conducted on a weekly schedule. The Contractor will notify the Owner and Engineer of scheduled meeting dates and locations. Dates of meetings will be coordinated with preparation of the monthly application for payment. Construction on in use facilities will likely require more frequent progress and schedule meetings.

B. Attendees: In addition to representatives of the Owner, Engineer, and Contractor, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.

C. Agenda: Contractor shall prepare the meeting agenda. Distribute the agenda to all invited attendees. The following agenda items shall be included in the meeting agenda, and discussed in the meeting.

1. Review and correction or approve minutes of the previous progress meeting.

2. Construction Schedule: The Contractor shall review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. If behind schedule, submit a recover schedule and secure commitments from parties involved to do so.

3. Review the following topics for present and future issues:

    a. Safety
    b. Shoring needs and problems
    c. Construction incidence reports
    d. Coordination of construction activities with Owner’s use of the facility

4. Review the present and future needs of each entity present, including such items as:

    a. Coordination or Interface requirements with Owner’s use of facility.
    b. Time
    c. Submittals
    d. Sequences of operations
    e. Deliveries
    f. Off-site fabrication problems
    g. Access
    h. Site utilization
    i. Temporary facilities and services
    j. Hours of work
    k. Hazards and risks
    l. Housekeeping
    m. Quality and work standards
    n. Change orders
    o. Documentation of information for payment requests
    p. RFI’s
    q. Field Observations
    r. Pending claims and disputes
    s. Deficiencies Log

D. Reporting: After each meeting date, the Designer will distribute copies of minutes of the meeting to attendees. Significant discussions and agreements achieved will be recorded.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 3119

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Submittals Schedule.
2. Contractor's Construction Schedule.
3. Daily construction reports.
4. Field condition reports.
5. Construction Photographs.

B. Related Sections include the following:

1. Division 01 Section "Schedule of Values".
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Assurance, Control, and Documentation" for submitting a schedule of tests and inspections.
5. Division 01 Section "Closeout Procedures" for submitting "As-Built Schedule" as Project Record Documents at Project closeout.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that is linked to, and precedes another activity in the network.
3. Successor Activity: An activity that is linked to, and follows another activity in the network.

B. Schedule – A list of all distinct construction activities logically linked together to show the Contractor's planned sequence of work.

1. Preliminary Schedule – Schedule showing the Contractor's planned sequence of work for the first 90 days of the project. This schedule is to include mobilization activities and procurement activities.

2. Initial Schedule – The first schedule showing the Contractor's planned sequence of all project activities. This schedule will serve as the baseline to measure progress of the work.
3. Schedule Update – An update of the initial schedule showing current progress of the project.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. These relationships, and the activity durations, are used to calculate when activities can be performed, the duration of the project, and the critical path of the project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Float: The measure of leeway in starting and completing an activity.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Section to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and Owner/Commissioning Authorities, and other information specified.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit to Architect and Awarding Authority 3 printed copies and 1 working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (preliminary, initial (baseline) or updated) and date on label.

C. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

D. Daily Construction Reports: To be completed daily by contractor's project staff. Submit to Architect and Awarding Authority at bi-weekly intervals.

E. Field Condition Reports: Submit 2 copies of report to architect and 1 copy of report to City of Mobile PM at time of discovery of differing conditions.

F. Construction Photographs: To be reviewed at each project meeting and to be submitted in a binder and on an electronic disk with close-out documents.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request. Reference Paragraph 3.1, A.

B. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review Allowances and time required for procurement and installation.
6. Review schedule for work of Owner's separate contracts.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for completion and startup procedures.
10. Review and finalize list of construction activities to be included in schedule.
11. Review submittal requirements and procedures.
12. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit to the Architect and Awarding Authority a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
    a. Submittal schedule to be incorporated directly into Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling" 2nd Edition. Use as a reference for additional definitions not included herein.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion to date of Final Completion.

1. Contract completion date can be changed, at the Awarding Authority's discretion, by submission of a schedule that shows an early completion date, as allowed by the General Conditions to the Contract.

C. Activities: Activities should be broken down and organized by floor, by elevation, and by work area. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than fifteen days, unless specifically allowed by Architect and Owner. An exception will be granted for procurement activities.
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    a. Examples include, but are not limited to, structural components, limestone or pre-cast components, architectural trim, plumbing, heating/cooling/ventilation equipment, window systems, conveying equipment, specialty items, etc.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than seven days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase. Allowances: Include a separate activity for each allowance item detailing when information is required from Architect, and when the Work for the allowance must begin so as not to affect the completion date.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
4. Owner-Furnished Products: Include a separate activity for each product.
5. Work Restrictions: Show the effect of the following items on the schedule:
    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, review inspections by review agencies, Pre-Install Conferences, Building Dry-in, temp-perm power, conditioned air, Certificate of Occupancy, Substantial Completion, and Final Completion.

F. Resource / staffing: Should the contractor's progress fall materially behind the accepted initial schedule (30 days or more), the awarding authority can require the contractor to incorporate resource loading into the recovery schedule to indicate required staffing levels for each activity. This resource loading will show aggregate manpower requirements on a daily or weekly basis.

G. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
    1. Refer to Division 1 Section "Schedule of Values" for cost reporting and payment procedures.

H. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

I. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules. See Article 9 of the General Conditions of the contract for further information.

2.3 CONTRACTORS CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost and resource loaded, time-scaled CPM network analysis program.
    1. Submit schedule to the Architect and Awarding Authority in the time frame stipulated in the timeframe listed below.
        a. For projects with an initial contract value of less than $5,000,000.00 – Initial schedule within 10 days of Issuance of Letter of intent or Notice to Proceed.

b. For projects with an initial contract value of $5,000,000.00 to $20,000,000.00 – Preliminary schedule within 10 days of Issuance of Letter of intent or Notice to Proceed, and Initial schedule within 30 days of Issuance of Letter of intent or Notice to Proceed.

c. For projects with an initial Contract value greater than $20,000,000.00 – Preliminary schedule within 15 days of Issuance of Letter of intent or Notice to Proceed, and Initial schedule within 45 days of Issuance of Letter of intent or Notice to Proceed.

2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meetings and payment request dates.

3. Use "one workday" as the unit of time. Include a list of non-working days and holidays incorporated into the schedule.

4. Failure to include any work item required for the performance of this schedule shall not excuse the Contractor from completing all work within the applicable completion dates, regardless of Architect or Owner approval of the schedule.

B. CPM Schedule Preparation: Prepare a list of all activities required to complete the work. Determine the relationship of each activity to the other activities and link the activities together to indicate the logical sequence of work.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities.

a. Preparation and processing of submittals.

b. Mobilization and demobilization.

c. Purchase of materials.

d. Delivery.

e. Fabrication.

f. Utility Interruptions.

g. Power outages or any utility shutdowns must be given advance notice of 30 days and must be included in the CPM schedule.

h. Installation.

i. Architect and Owner Inspections.

j. Work by Owner that may affect or be affected by Contractor's activities.

k. Testing and commissioning.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Schedule start and completion dates shall be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time

4. Format: Mark the critical path: Locate the critical path near center of Network; locate paths with most float near the edges.

C. Initial Issue of Schedule: Sort the initial submission of the network diagram "early start" date. Identify clearly all critical activities. Identify critical activities. Prepare Tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.

D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in cost-loading or resource-loading.
8. Changes in the Contract Time.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
    a. Personnel count is to be broken down by subcontractor
4. Equipment at project site.
5. High and low temperatures and general weather conditions.
6. Accidents involving injury or damage to equipment or work in place
7. Meetings and significant decisions.
8. Unusual events.
9. Inspections of the work
10. Stoppages, delays, shortages, and losses.

11. Meter readings and similar recordings.
12. Emergency procedures enacted
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
    a. The City of Mobile intends to require the General Contractor's Daily Reporting to be done using a Call-in service administered by a third-party provider. The daily reporting will be required by all Superintendents listed in the project's minimum general contractor staffing requirements.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions and photographs illustrating the existing conditions, together with recommendations for changing the Contract Documents.

C. Construction Photographs: Photographs to document pre-existing conditions and to regularly document construction progress.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a 3rd party scheduling consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: Awarding Authority may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Float: Float is a shared resource, available to both parties as needed. The Contractor shall not sequester shared float through such strategies as (a) extending activity duration estimates to consume available float, (b) using preferential logic, or (c) using extensive crew / resource sequencing, constraints, unnecessary milestones, leads or lags on logic ties, and hammock type activities. Since Float within the Construction Schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the contract completion date. Since float within the Construction Schedule is jointly owned, it is acknowledged that Trustees-caused delays on the project may be offset by Trustees-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Trustee-caused time savings are exceeded and the contract completion date is also exceeded.

C. Weather Delays: Weather delays will be calculated as days lost for events in excess of the NOAA 5-year average for Mobile, AL (1971 – 2000). Weather delays will not be granted for

rain events less than 0.1 inches. Weather delays will not be granted for activities that are not shown to be on the critical path of the schedule at the time of the event.

D. Contractor's Construction Schedule Updating: At two-week intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
2. As the Work progresses, indicate Actual Completion percentage for each activity.
3. At the end of the project, submit the As-Built schedule with actual start and finish dates to the owner as a close-out requirement.

E. Distribution: Distribute copies of approved schedule to Architect, Awarding Authority, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Awarding Authority to receive both paper and working electronic copy of each update.
3. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

F. Construction Schedule Software: The following CPM software shall be used.

1. For projects with a contract value of less than $5,000.000, use Microsoft Project, Primavera P6, or other comparable software products.
2. For projects with a contract value greater than $5,000,000, use Primavera P6 or other comparable software product.

3.2 CONSTRUCTION PHOTOGRAPHS

A. Photographic Process: Digital Imaging.

B. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

C. Preconstruction Digital Photographs and Digital Video Recording: Before starting construction, take color photographs and digital video recording of Project site and affected City right-of-ways and surrounding properties and interior existing photos of affected areas from different vantage points. Show existing conditions adjacent to property.

D. Periodic Construction Photographs: Periodic digital color photographs and digital file to be submitted in duplicate on disc and in print form at each pay request with the following views:

1. Exterior views of all distinct elevations on a weekly basis. Photographs of each elevation are to be taken from the same location throughout the project.
2. Interior views of all levels of major spaces on a monthly basis. Of particular interest is the process of structure, mechanical (ductwork, equipment, plumbing, and sprinkler systems), electrical, partitions and interior finishes.
3. Roof: Views of all roof areas on a weekly basis during periods when work is occurring on or adjacent to the roof.

4. Field Office Prints: Retain one set of prints of periodic photographs in field office at Project site, available at all times for reference. Identify photographs the same as for those submitted to Architect.

END OF SECTION 01 3200

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

C. Miscellaneous Requirements:

1. Brand Names: Submit for review a list of brand name materials proposed for use under section before any work under that Section is begun.

2. Progress Schedule: Submit per General Conditions

3. Schedule of Values: Submit on UA provided schedule of values template or AIA Document G703. Furnish additional breakdowns as required by Article 28 of the General Conditions.

4. Closeout Submittals: See Section 01 7700.

5. List of Subcontractors: Submit for approval as indicated in General Conditions.

6. Evidence of Insurance: Submit as indicated in Supplementary General Conditions.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device- independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with preliminary construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for re- submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Re-submittal Review: Allow 10 days for review of each re-submittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Name of subcontractor.
    f. Name of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.

a. Transmittal Form for Paper Submittals: Use Owner's transmittal form generated by Prolog.
b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

1) Project name.
2) Date.
3) Destination (To:).
4) Source (From:).
5) Name and address of Architect.
6) Name of Contractor.
7) Name of firm or entity that prepared submittal.
8) Names of subcontractor, manufacturer, and supplier.
9) Category and type of submittal.
10) Submittal purpose and description.
11) Specification Section number and title.
12) Specification paragraph number or drawing designation and generic name for each of multiple items.
13) Drawing number and detail references, as appropriate.
14) Indication of full or partial submittal.
15) Transmittal number, numbered consecutively.
16) Submittal and transmittal distribution record.
17) Remarks.
18) Signature of transmitter.

E. Options: Identify options requiring selection by Architect.

F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

G. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 – PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Action Submittals: Submit seven paper copies of each submittal unless otherwise indicated. Architect, will return four copies. Informational Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will not return copies.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   a. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.

g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
a. Seven paper copies of Product Data unless otherwise indicated. Architect, will return four copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:
a. Seven opaque (bond) copies of each submittal. Architect will return four copies.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.
e. Specification paragraph number and generic name of each item.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    a. Number of Samples: Submit seven sets of Samples. Architect will retain three Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:
    a. Seven paper copies of product schedule or list unless otherwise indicated.

Architect will return four copies.

F. Site Prep Approval Sign-Off Sheet: Completed by contractor and signed off by Field Coordinator.

G. List of Subcontractors: Submit for approval as indicated in General Conditions.

H. Evidence of Insurance: Submit as indicated in Supplementary General Conditions.

I. Brand Names: Submit for review a list of brand name materials proposed for use under Section before any work under that Section is begun.

J. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

K. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "UA Construction Progress Documentation."

L. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
   1. Furnish additional breakdowns as required by Article 28 of the General Conditions.

M. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

O. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

P. Operation and Maintenance Manuals: Operation and Maintenance Manuals are to be submitted for review and approval during construction. They are to be consolidated for the entire project and submitted in the specified format once the shop drawings and product data submissions are complete but no later than 30 days prior to contract completion date.

Q. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

R. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

S. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

T. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

U. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

V. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

W. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

X. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Y. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

Z. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

AA. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

BB. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

CC. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit seven paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Submit for review as required in detail specifications, but only after affixing signature of approval thereof; otherwise material will be returned disapproved. Contractor’s approval stamp must represent that the item(s) complies with specifications criteria, and has been checked and coordinated with all parts of the Work. Revise and resubmit until Architect’s/Engineer’s release is secured.

C. All shop drawings and schedules, accompanied by a letter of transmittal containing project number, number of drawings, titles, or other pertinent data, shall be submitted to the Awarding Authority through the Architect in quintuplicate by the Contractor, with his stamp of approval thereon, sufficiently in advance of construction requirements to allow checking, correcting, re-submitting, and rechecking

D. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."

E. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with

an action stamp and will mark stamp appropriately to indicate action, as follows:

1. Not Subject to Review.
2. Approved.
3. Approved as Noted.
4. Revise/Resubmit.
5. Rejected/Resubmit.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Architect/Engineer will review submittals for design only, and will assume no responsibility for dimensions, quantities or erection procedures indicated. Contractor's responsibility for indicated deviations from contract requirements will not be relieved by Architect's/Engineer's review of shop drawings, etc. unless the deviation is specifically noted in the letter of transmittal, and express written approval is returned. Review of a separate item will not constitute review of an assembly in which the item functions. Submit data on all related items simultaneously so as to facilitate logical review of all items in that section are released. One copy of each submittal bearing the final review stamp of Architect/Engineer shall be kept at the project office and shall be maintained in good condition. No submittal other than those stamped "Approval as Noted" shall be on the job for any purpose.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review.

F. Submittals not required by the Contract Documents may be returned by the Architect without action.

G. Samples: Where required, submit two of each item clearly labeled as to manufacturer, quality and job. The Architect/Engineer will retain one sample for comparison with bulk shipments, and may procure certain test samples from stock piles at the job site. Failure of any item to meet specified requirements will be cause to reject for use under this contract any further materials of the same brand or make. Rejected material already incorporated shall be subject to removal and replacement, or at the Owner's option may be left in place and Contract price adjusted.

H. Samples for Color Selection: Unless the precise color and pattern is specified, wherever a choice exists, submit accurate color and all items well in advance of the need for the first selection (not later than 30 days after award). With very minor exceptions, no color selections will be made until samples for all items requiring selection have been submitted.

I. Operation and Maintenance Manuals: Operation and Maintenance Manuals are to be submitted for review and approval during construction. They are to be consolidated for the entire project and submitted in the specified format once the shop drawings and product data submissions are complete but not later than 30 days prior to contract completion date.

END OF SECTION 01 3300

SECTION 01 4000 - QUALITY ASSURANCE, CONTROL, & DOCUMENTATION

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes administrative and procedural requirements for quality assurance and quality control.

1.02 GENERAL

A. Control System: The Contractor shall establish and maintain a system for documenting, monitoring, inspecting, verifying, and testing of the work and that of his subcontractors to ensure that all applicable requirements of the contract documents are met. The Contractor shall be diligent to ensure that the quality of workmanship is satisfactory, that the installation meets all manufacturer requirements, that dimensional requirements are met, that defective materials are not used, and that all required protection and control and laboratory testing procedures are affected. Where specific testing procedures are not stipulated, the Contractor shall establish and conduct a test procedure to ensure adherence to specified quality.

B. Chain of Control: The Contractor shall plan, coordinate, execute, and examine the work to ensure the complete, workmanlike, and warrantable installation of all materials in a system or element of the construction.
   1. The Contractor shall plan, coordinate, execute, and examine the work to ensure that all underlying, substrate, or contiguous work is installed as required to meet the tolerances and requirements for the correct installation of subsequent work.
   2. It is the responsibility of the Contractor to advise the Architect no later than the submittal phase of any discrepancies in the requirements or tolerances of materials or components in a system or element of the construction.

PART 2 – PRODUCTS

2.01 QA / QC PROGRAM

A. The Contractor shall submit for Owner's Approval their program format 10 (ten) days from Notice to Proceed.

B. Once work has begun, the QA / QC manual must be kept up-to-date and approved by Owner's Field Coordinator and Project Manager prior to the current Pay Application being approved.

2.02 MOCKUPS

A. Mock-ups shall be used to judge workmanship, execution of details, and colors for all exterior material elements. No work shall be started on any of the exterior material elements until such time the mock-up is completed by the Contractor and accepted / approved by the City of Mobile.

2.03 DOCUMENTATION

A. Documentation shall be by specification section or by system or element of the construction. The documentation shall be formatted in a comprehensive and collated manner to ensure ease of use and reference. A Table of Contents shall be provided. The Contractor's system shall include, but is not limited to the following:

B. Pre-Installation Conference

C. Agenda shall include Review of items 1 through 13 below
   1. Inspection and Testing requirements
   2. Correct environmental conditions for execution of the work and protection of the completed

installation.

3. Schedule including required inspections.
4. Requirements and tolerances of underlying, substrate, or contiguous work.
5. Manufacturer's Recommendations, Requirements, and Instructions.
6. Review of requirements to ensure an enforceable warranty
7. *Manufacturers' Technical Representative shall be present whenever possible and when required by Specification Section*
8. Specifications
9. Disposition of Submittals, Product Data, Shop Drawings and Mockups (when required).
10. Test Results
11. Packaging labels from Materials where possible
12. Periodic, Dated Photos of the work being performed and any other documentation that pertains to the warranty of the material or structure
13. Samples of the material when reasonable or specified.

PART 3 – EXECUTION

3.01 PRE-CONSTRUCTION QUALITY CONTROL MEETING

A. The Contractor shall schedule a meeting with the Awarding Authority, Architect, Project Superintendent, and all major trade Superintendents to review the contractor's proposed QA/QC system and requirements for compliance.

3.02 INSPECTIONS

A. The Contractor shall make an initial inspection of each phase of work as soon as a representative portion has been completed, and the Contractor shall make follow-up inspections as required, to ensure that an acceptable quality of work is established and maintained.

B. The Contractor shall perform a pre-final inspection, prepare a punch list, and work off all items prior to A/E inspection. Contractor shall provide copy of completed report, certifying its completion to the Architect prior to the Architect beginning his inspections.

C. The Contractor shall coordinate and plan inspections by the Architect and Awarding Authority in a timely manner to ensure that all parties can be scheduled so as not to impede the flow of the work.

3.03 CLOSEOUT:

A. The documents generated through this process are to be submitted as part of the closeout documents.

B. Provide a list of the following for all equipment including but not limited to the following:
   1. Model Number
   2. Serial Number
   3. Description
   4. Contract Document Reference

C. Filter and Belt list for each air handler

END OF SECTION 01 4000

SECTION 01 4200 - REFERENCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700

ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372

APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association	(205) 733-4077

	(Formerly: American Wood Preservers' Association) www.awpa.com	
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation) www.internationalbadminton.org	6-03-9283 7155
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462

CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association	(800) 294-3462

	www.eima.com	(770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek.com	(800) 967-5352
FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Part of GSI)	

GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation (Now BWF)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510

ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.	(703) 281-6613

	www.mss-hq.com	
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900

NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300

PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	

SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. (Now TCNA)	
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society	(303) 939-9700

	www.masonrysociety.org	
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	

WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
UBC	Uniform Building Code (See ICC)	

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration	(866) 835-5322

	www.faa.gov	
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA)	(202) 272-0080
	Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	
CFR	Code of Federal Regulations	(866) 512-1800
	Available from Government Printing Office	(202) 512-1800
	www.gpoaccess.gov/cfr/index.html	
DOD	Department of Defense Military Specifications and Standards	(215) 697-2664
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-2664
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration	(202) 619-8925
	www.gsa.gov	
	Available from National Institute of Building Sciences	(202) 289-7800
	www.wbdg.org/ccb	
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards	(215) 697-2664

	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
UFAS	Uniform Federal Accessibility Standards	(800) 872-2253
	Available from Access Board	(202) 272-0080
	www.access-board.gov	

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation	(800) 952-5210
	www.dca.ca.gov/bhfti	(916) 574-2041
CCR	California Code of Regulations	(916) 323-6815
	www.calregs.com	
CPUC	California Public Utilities Commission	(415) 703-2782
	www.cpuc.ca.gov	
TFS	Texas Forest Service	(979) 458-6650
	Forest Resource Development http://txforestservice.tamu.edu	

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
2. Division 32 Section "Asphalt Paving" for construction and maintenance of asphalt pavement for temporary roads and paved areas.
3. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.

C. Water Service: Pay water-service use charges for water used by all entities for construction operations.

D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.

B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
3. Drinking water and private toilet.
4. Coffee machine and supplies.
5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
6. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from

adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service underground unless otherwise indicated.

G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.

1. Provide additional telephone lines for the following:

a. Provide a dedicated telephone line for each facsimile machine in each field office.

2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated.

C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
3. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Provide temporary parking areas for construction personnel.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

    a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

B. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

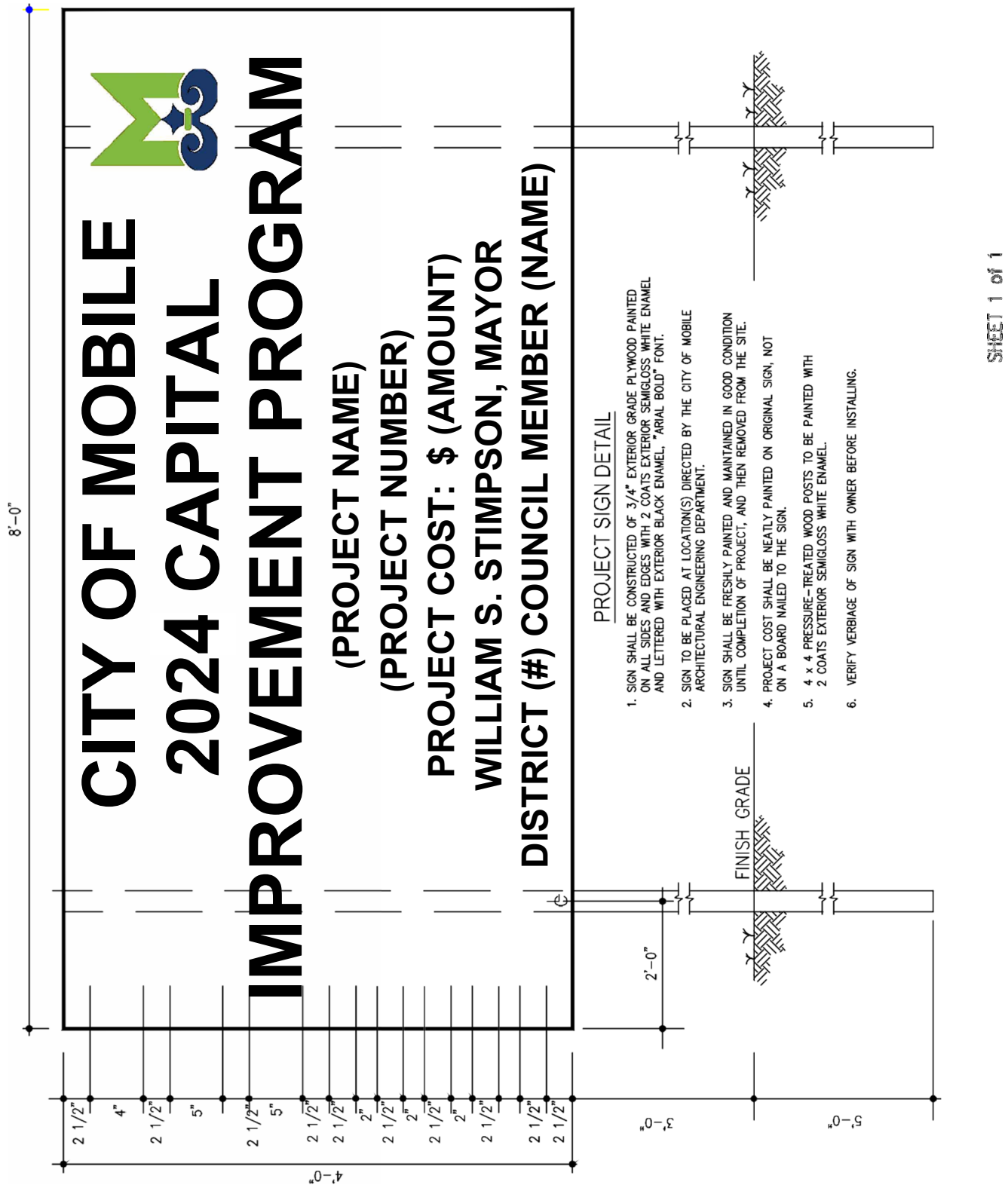
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 5000


CITY OF MOBILE
2024 CAPITAL
IMPROVEMENT PROGRAM
(PROJECT NAME)
(PROJECT NUMBER)
PROJECT COST: $ (AMOUNT)
WILLIAM S. STIMPSON, MAYOR
DISTRICT (#) COUNCIL MEMBER (NAME)
8'-0"
4'-0"
2'-0"
3'-0"
5'-0"
FINISH GRADE
2 1/2"
4"
5"
2"
PROJECT SIGN DETAIL
1. SIGN SHALL BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD PAINTED ON ALL SIDES AND EDGES WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL, "ARIAL BOLD" FONT.
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE CITY OF MOBILE ARCHITECTURAL ENGINEERING DEPARTMENT.
3. SIGN SHALL BE FRESHLY PAINTED AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT, AND THEN REMOVED FROM THE SITE.
4. PROJECT COST SHALL BE NEATLY PAINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. 4 x 4 PRESSURE-TREATED WOOD POSTS TO BE PAINTED WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL.
6. VERIFY VERBIAGE OF SIGN WITH OWNER BEFORE INSTALLING.
SHEET 1 of 1

SECTION 01 6000 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 General:

A. Material shall be new and without any indication of damage or overage. If usually packaged bring to job in original unbroken labeled containers. Materials not specified but required, shall be of a grade equal or superior to related parts of work.

B. Products include materials, equipment and systems.

C. Comply with Contract Documents and referenced standards as minimum requirements.

D. Do not use or remove from site any materials and equipment removed from the existing structure, except as specifically required or allowed by Contract Documents.

E. All construction procedures and materials used in the work for this project shall comply with the following:

1. Contract Documents

2. Applicable Manufacturer's Specifications

3. Accepted standards/practices

4. Applicable building codes, both national and local

F. Color Selections: The Designer'/Owner's color schedule will be prepared for color only; it will not justify deviations from Contract requirements (such as changing of finish material, type of paint, etc.) which must be made by Change Order. Where color numbers and names conflict, secure instructions before proceeding.

G. Foreign Materials: In accordance with State Law, provide only materials manufactured, mined or processed in the United States or its territories, provided same are available at reasonable prices.

1.02 WORKMANSHIP:

A. Work shall be performed by persons qualified to produce workmanship and quality specified.

B. The Construction Manager's designated Superintendent shall provide full-time on-site supervision.

1.03 MANUFACTURER'S INSTRUCTIONS:

A. Work shall be performed in accordance with the Material Manufacturer's specifications as modified by the Contract Documents.

B. Conflicts between the Contract Documents and the Material Manufacturer's specifications shall be brought to the attention of the Project Manager prior to beginning construction. Work in this area shall not proceed until conflicts are satisfactorily resolved by Project Manager.

C. Provide Material Safety Data Sheets (MSDS) for all materials brought on the site.

1.04 TRANSPORTATION AND HANDLING:

A. Transport products by methods to avoid product damage; deliver all materials with Manufacturer's labels intact and legible.

B. Provide equipment and personnel to handle products by methods to prevent damage.

1.05 STORAGE AND PROTECTION:

A. The following are considered minimum requirements. Additional storage and protection requirements are specified in individual sections of the specifications.

B. Store all materials so as to maintain clean, dry, weather tight conditions and to protect against loss, damage, and wetting. Materials indicating moisture contents above the specified level shall be marked, rejected for installation, and removed from the site.

C. Materials temporarily stored on the scaffold or floor shall be located in approved areas and shall be distributed in such a manner as to stay within the allowable load limits.

D. Materials subject to moisture intrusion and damage shall be stored on clean, dry, and raised platforms so as to prevent wetting or moisture absorption and yet provide sufficient ventilation to prevent condensation. These materials shall be covered so as to be completely weather tight. Factory-applied wrapping shall be unacceptable as the sole means of protection.

E. Any materials which when subject to moisture intrusion may have a detrimental effect on the installation or performance of other components of the roofing system, shall be stored as indicated in Items 1.05, B. and D.

1.06 PRODUCT OPTIONS:

A. The Contractor shall submit list of materials proposed in accordance with Section 01 3300

B. Product Selection: Provide products according to the following.

1. Products specified only by referenced standards: Any product meeting that standard.

2. Products specified by naming several manufacturers: Products of any named manufacturer meeting Specifications unless specific approval of other brand is obtained in writing. Comparison of substitute brands will be with the first name of those listed.

a. By requesting approval of or by making a substitution, the Contractor shall certify that the product substituted is in all respects equal to, and will function equally well in the project, as the product specified. The Architect/Engineer, at his discretion may require the certification in writing.

3. Whenever any material or piece of equipment is identified on the plans or in the Specifications by reference to a single manufacturer's name, model numbers, etc., without the phrase "or approved equal", this material or equipment shall be supplied as specified without consideration to any other manufacturer. Any deviation from this requirement must be approved in writing by the Designer prior to the receipt of bids.

4. When the Specifications and/or Drawings indicate two or more manufacturer's names or brands for materials or equipment to be used, it shall be assumed that the phrase "or approved equal" is inserted following the naming of manufacturers, whether such phrase occurs in the Specifications or not. However, if the Contractor desires to use a substitute, it must secure written approval by the Designer. If a request to substitute an "approved equal" is made by the Contractor, and not approved by the Designer, then it will be expressly understood that all such material and equipment so named or described by any one of the manufacturers listed in the Specifications and/or Drawings will be furnished in full accordance with the Contract Documents.

5. Brand Names: Mentioned herein to establish a standard of design and quality. Except when indicated in subsequent sections in regard to each particular item. Qualified pre-bid approval may be given to various vendors at their request on products for which pre-bid approval is not required; such approvals will be communicated only to the vendor.

   Where three or more manufacturers are listed, the product must be furnished by one of the manufacturers so listed unless specific approval of other brand is obtained in writing. Comparison of substitute brands will be with the first name of those listed.

1.07 SUBSTITUTIONS:

Prior to commencing work, the Project Manager will consider requests from the Contractor for substitutions. Substitutions will then be considered according to the procedures as presented in Section 01 6300 of this Project Manual.

1.08 INSTALLATION

Install, apply, connect, clean and operate all materials and equipment per manufacturer's directions and recommendations. In the event of conflict between specifications and manufacturer's directions, obtain instructions from Engineer.

1.09 REFERENCE TO APPLICABLE STANDARDS:

A. Whenever reference is made to codes, standard specifications, or other data published by regulating agencies or accepted organizations, it shall be understood that such reference is made to the latest edition (including addenda) published prior to the date of the Contract Documents, except as noted specifically otherwise by date in the Contact Documents. By reference, this data becomes a legal part of this specification and shall provide the standard for the work unless otherwise noted in this project manual.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 6000

SECTION 01 6005 - PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
1. Division 01 Section "Alternates" for products selected under an alternate.
2. Division 01 Section "Substitution Procedures" for requests for substitutions.
3. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics

that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6005

SECTION 01 6300 - SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Divisions 2 through 26 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      d. 6”x12” Samples of each finish material in proposed pattern and color.
      e. Certificates and qualification data.
      f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).

h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager's Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6300

SECTION 01 7300 - EXECUTION REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work” and “Project Record Documents” for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect / Engineer.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary of Work"

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Exterior Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials or painting products down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass, lenses or reflective surfaces.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01 7300

SECTION 01 7400 - CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 REMOVAL OF DEBRIS:

A. All debris and waste materials shall become the property of the Contractor, and the Contractor shall be responsible for removal of the debris from the project site on a daily basis.

B. Demolition debris shall be removed in covered trucks or other method that prevents debris, litter, dust, etc. from falling onto streets, sidewalks or soil. Streets, sidewalks and other public and private spaces shall be kept clean and free from demolition debris at all times.

C. The Contractor shall be responsible for the cleanup of streets, driveways, sidewalks, and landscaping. Failure to clean promptly (within one day's notice) will result in the Owner having areas cleaned and deducting costs for same from the Contractor's contract.

D. No storage of debris or trash will be allowed on the exterior of the building unless in an approved container.

E. The Contractor shall be responsible for cleanup of existing windows, roofs, etc. (if applicable).

F. All debris shall be documented (dump tickets acceptable). During project close-out, a debris report will be required. Debris Report must include weight of debris.

1.02 DUST AND DEBRIS:

A. The Contractor shall not allow debris and dust to accumulate for more than one day before removing such from adjacent public streets and driveways as a result of the work of this project. At no time shall any accumulation be allowed, which will create a hazard to safety or which will create bad public relations. No construction debris is allowed to run into existing storm water drains.

B. The measures to be used to prevent littering the pavement shall include (but does not constitute the only measure to be used, if necessary) the following:

1. Maintain dust control.

2. Wash and/or sweep paved areas.

3. Pick up droppings as they occur.

4. Clean existing windows, roofs and landscaped areas (if applicable).

C. Preventative measures shall be taken to prevent debris from falling onto vehicles from work performed at upper elevations (if applicable).

D. In facilities under use during the project, Contractor shall take necessary measures to limit dust intrusion into areas of the facility in use. Owner shall have sole discretion for judging if dust in areas under use by occupants is too severe.

1.03 CLEANING UP: Before final inspection and acceptance of the project, clean work under the contract, including adjacent pavements and parking deck concrete surfaces.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 7400

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL:

1.01 GENERAL REQUIREMENTS:

A. When project construction reaches 75% complete, a 75% Closeout Meeting with the City of Mobile (CoM) Project Manager and the Contractor is required to review in detail all requirements for completing and closing out the project. When project construction reaches 95% complete, a Closeout Meeting with CoM Contract Administrator, the Contractor, Project Architect/Engineer, and others as appropriate is required to further review requirements for project close out.

B. Except as noted, delivery of items listed hereunder are prerequisites for release of final retainage as indicated on the contractor's application for payment.

C. All required warranties and guarantees will commence upon date of Certificate of Substantial Completion.

D. Closeout Submittal Requirements:

1. (1) Copy of Operation and Maintenance manuals (properly tabbed and indexed). See General Conditions of the Contract and specification sections regarding Shop Drawings & Submittals. Operation and Maintenance manuals are to be submitted during construction but no later than 30 days prior to contract completion date.

2. (1) Closeout Binder labeled "Closeouts" including Mobile project name and job number with all applicable items in order as listed under "Project Closeout Items"

3. Electronic closeout submittals in PDF file format of the following:

    a) (1) copy of the Operation and Maintenance manuals

    b) (1) copy of all applicable "Project Closeout Items"

E. Projects must be closed within 30 (thirty) days of Certificate of Substantial Completion.
(This means all close out documents have been reviewed and accepted by The Awarding Authority.)

1.02 PROJECT CLOSEOUT ITEMS:

A. Furnish the following items in order to successfully close out a project:

1. As-Built Drawings and specification mark-ups must be reviewed by project team for completeness.

2. Operation and Maintenance Manuals

    a) GC to upload into active projects Closeout Documents folder on City of Mobile's e-Builder site *(PDF Format)*

    b) GC to submit one (1) hard copy with closeout binder

    c) A/E to provide confirmation on letterhead that all O&M's have been uploaded to Mobile's e-builder site

3. Completed Training sessions for Owner's personnel as required per project specifications (*Attendees sign-in sheets required*)
4. Certificate of Occupancy from City *(original required)*
5. Approved HVAC Test and Balance Report **and** Documented Functional Performance Testing by the Commissioning Agent *(if applicable)*
6. Control Drawings are to be complete and available for review *(if applicable)*
7. Fire Alarm Certification *(copy is acceptable)*
8. Carpet Certifications (ASTM Standards for Flame Spread and Smoke Development) – See Specs if applicable
9. State Elevator Inspection Report *(if applicable)*
10. Boiler Permit/Inspection Report *(if applicable)*
11. City of Mobile Project Manager to complete the following:

    a) Confirm Design Team submitted AutoCAD 3D (.dwg) files of the site plan, site utility plans, and site power plans to the city's Architectural Engineering Dept. Plans to be referenced to the Alabama West Zone Grid NAD 1983.

12. Construction Record Documents:

    a) "As-Built Drawings" – submitted electronically on a USB Flash Drive (PDF and AutoCAD .dwg Format)

       (1) All field red-lines incorporated, external references bound and "As-Built" indicated in title block.

       (2) Submit electronic copy to A/E for approval

    b) Control Drawings (Bond Copy) – submitted electronically on a USB Flash Drive (PDF Format)

    c) Final Conformance Specifications – submitted electronically on USB Flash Drive *(PDF and Microsoft Word Format)*

    d) PM to confirm all of the above as received prior to closeout with Contract Administrator.

13. Proof of Advertisement of Completion - Certified by a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama
14. Affidavit of Release of Liens from GC only, on AIA Document G706A form. Release of Liens - from GC and all subs
15. GC and Subcontractor Warranties - Standard (1) year & any extended that may be required by specific specification sections.
16. Extended Manufacturer's Warranties
17. Roof Warranties - Standard Five-Year (ABC Form C-9) plus additional warranties required in the specification sections.
18. Delivery of Maintenance Stock Items as Specified - See Specs for specific requirements - Furnish signed receipts

19. Receipt for return of all keys - Transmit to City of Mobile Project Manager
20. Elevator Requirements (if applicable, in addition to Item 8 above)
    a) Executed elevator maintenance agreement *(copy, if applicable)*
    b) Reminder: PM to confirm all elevator submittals are complete
21. Termite Contract (copy is acceptable)
22. Fully Executed CERTIFICATE OF SUBSTANTIAL COMPLETION, AIA Document G704
23. GC to provide copy of executed Final Change Order Form as part of close-out binder.
    a) Cover sheet only with all signatures, must include all reconciliations *(previous errors, allowances and /or unit prices).*
24. CONSENT OF SURETY FOR FINAL PAYMENT (*date of Power of Attorney must be same or later than date indicated on Consent of Surety*)
25. Certification that final punch lists items have been completed
26. Utilities: Confirmation that all have been transferred into "City of Mobile" name
27. Construction Debris Report: Submit estimated tons of construction debris hauled off from project site on GC letterhead.
28. Equipment List for Maintenance and Replacement Parts - Provide a list of all equipment *(i.e. water heaters, air handlers, etc.)* with model numbers, serial numbers and warranty periods. Include filter and belt list for each air handler unit
29. Minority and Woman-Owned Business (MWB) Subcontracts Form
30. Subcontracting and Major Supplier Plan Form

B. Items A.1 through A.10 above must be complete and reviewed by A/E prior to scheduling a final inspection with *City of Mobile* and are a condition precedent to issuing Certificate of Substantial Completion.

C. When applicable all Davis Bacon and DBE (Disadvantaged Business Enterprise) requirements must be reported and final submission on file with the *City of Mobile* before closeouts are considered complete.

D. GC is required to determine requirement for Submission of other documentation may be required in the Specifications and Construction Drawings.

E. All closeout Documents are to be submitted within 45 days of substantial completion. If not submitted within 45 days the Awarding Authority, with no further notice required, may elect, at its sole discretion, acquire all outstanding required documents, and the actual cost thereof will be deducted from the contract.

1.03 INSPECTIONS:

A. Final Inspection: For a Certificate of Substantial Completion (COSC) to be issued the Final Inspection must be conducted by the Architect, Engineers & *City of Mobile* Project Manager, and appropriate Public Officials upon notification by Contractor and concurrence by Architect, Engineer & City of Mobile that project is complete. Punch lists prepared at inspections shall be corrected within thirty days of the date of the COSC.

B. Year-End Inspection: To be conducted jointly by Architect, Engineer, City of Mobile Project Manager, and appropriate Public Officials approximately 1 year after completion and upon notice by Architect, Engineer, City of Mobile Project Manager, and Public Officials. Any and all defects will be expected to be remedied as soon as possible.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 7700

SECTION 01 7823 – OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:
1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of Operations and Maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable

item name. Include a complete electronically linked operation and maintenance directory.

b. Enable inserted reviewer comments on draft submittals.

2. Five paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 20 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 – PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11- inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-

reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.

2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.

8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance

procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 – EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work.

If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."

G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 7823

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:
1. Division 01 Section "Execution" for final property survey.
2. Division 01 Section "Closeout Procedures" for general closeout procedures.
3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:
1) Submit PDF electronic files of scanned record prints and one of file prints.
2) Submit record digital data files and one set(s) of plots.
3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:
1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as paper copy.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 7839

SECTION 01 7900 - DEMONSTRATION AND TRAINING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

B. Related Requirements:

1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

C. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Division 01 Section "Allowances."

D. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Division 01 Section "Unit Prices."

1.3 CLOSEOUT SUBMITTALS

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction

time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

B. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

END OF SECTION 01 7900

DIVISION 12 EQUIPMENT SCHEDULE - DATA SHEETS

City of Mobile Animal Services Facility

EQUIPMENT SCHEDULE

MARK	DESCRIPTION	PROVIDED BY:	INSTALLED BY:	HOOK UP BY:	POWER	WATER	DRAIN	AIR	Nat. Gas
001	GATOR KENNELS 48" DOUBLE-STACK KENNELS WITH GLASS DOORS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
002	GATOR KENNELS 48" DOUBLE-STACK KENNELS WITH SLOTTED DOORS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
003	GATOR KENNELS 36" DOUBLE-STACK KENNELS WITH GLASS DOORS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
004	GATOR KENNELS 48" CAT HOTEL WITH GLASS DOORS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
005	GATOR KENNELS 4'X5' SINGLE SIDED KENNEL RUNS WITH GLASS DOORS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
006	GATOR KENNELS 4'X6' SINGLE SIDED KENNEL RUNS WITH GLASS DOORS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
007	GATOR KENNELS 4'X6' & 4'X4' DOUBLE SIDED KENNEL RUNS WITH CENTRAL DIVIDER DOOR, AND GLASS DOORS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
008	GATOR KENNELS 4'X6' & 4'X4' DOUBLE SIDED KENNEL RUNS WITH CENTRAL DIVIDER DOOR, GLASS DOORS, AND COVERED TOPS	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
009	MIDMARK DOUBLE STACK ISO-CARE CAGES	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	NO	YES	YES	NO
010	DOUBLE BASIN DROP IN SINK WITH PRE RINSE FAUCET AND SWING FAUCET	CONTRACTOR	CONTRACTOR	CONTRACTOR	NO	YES	YES	NO	NO
011	TRISTAR FECAL SINK	CONTRACTOR	CONTRACTOR	CONTRACTOR	NO	YES	YES	NO	NO
012	DOUBLE BASIN DROP-IN SINK WITH SWING FAUCET	CONTRACTOR	CONTRACTOR	CONTRACTOR	NO	YES	YES	NO	NO
013	SINGLE BASIN DROP-IN SINK WITH SWING FAUCET	CONTRACTOR	CONTRACTOR	CONTRACTOR	NO	YES	YES	NO	NO
014	SINGLE BASIN SCRUB SINK WITH FOOT PEDAL ACTUATORS	CONTRACTOR	CONTRACTOR	CONTRACTOR	NO	YES	YES	NO	NO
015	SPEED QUEEN FRONT LOAD WASHER FF7011WN	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	YES	YES	NO	NO
016	SPEED QUEEN FRONT LOAD GAS DRYER DR7004WE	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	NO	NO	YES	NO
017	STANDARD 25CF REFRIGERATOR FREEZER OVER REFRIGERATOR	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	YES	NO	NO	NO
018	STAINLESS STEEL CAGE BANKS (TRANSFER FROM CURRENT SHELTER)	OWNER	OWNER	N/A	NO	NO	NO	NO	NO
019	DOUBLE DOOR NARCOTICS SAFE	CONTRACTOR	CONTRACTOR	N/A	NO	NO	NO	NO	NO
020	LIFT EXAM TABLE W/ SCALE	OWNER	OWNER	OWNER	YES	NO	NO	NO	NO
021	FLOOR SCALE	OWNER	OWNER	OWNER	YES	NO	NO	NO	NO
022	MIDMARK STEAM STERILIZER M11	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	YES	YES	NO	NO
023	MIDMARK QUICKCLEAN ULTRASONIC CLEANER QC6-01	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	YES	YES	NO	NO
024	MIDMARK WET/DRY TABLE	CONTRACTOR	CONTRACTOR	CONTRACTOR	NO	YES	YES	NO	NO
025	MIDMARK CENTER COLUMN AND CHASE (ELECTRICITY AND WATER SUPPLY RUN THROUGH CHASE)	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	YES	NO	NO	NO
026	MIDMARK 120 LED TREATMENT LIGHTS MOUNTED EACH SIDE OF THE CENTER COLUMN OVER THE WET TABLES	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	NO	NO	NO	NO
027	MIDMARK V-TOP HEATED SURGERY TABLE, ELECTRIC ADJUSTABLE	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	NO	NO	NO	NO
028	MIDMARK 255 LED PROCEDURE LIGHT 9' DUAL ARM LIGHT, CEILING MOUNTED	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	NO	NO	NO	NO
029	MIDMARK ELITE GROOMING TABLE - ELECTRIC	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	NO	NO	NO	NO
030	MIDMARK ELITE GROOMING TUB, WITH WALL MOUNT FAUCET, BLUE COIL HOSE, SINK DRAIN KIT, HARI TRAP, & PVC COATED TUB FLOORS	CONTRACTOR	CONTRACTOR	CONTRACTOR	NO	YES	YES	NO	NO
031	ANASTHESIA MACHINE	OWNER	OWNER	OWNER	YES	NO	NO	YES	NO
032	DIAGNOSTIC MACHINES	OWNER	OWNER	OWNER	YES	NO	NO	NO	NO
033	MICROSCOPE	OWNER	OWNER	OWNER	YES	NO	NO	NO	NO
034	SPEED QUEEN WASHER/EXTRACTOR - SYN030	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	YES	YES	NO	NO
035	SPEED QUEEN DRYER - ST055	CONTRACTOR	CONTRACTOR	CONTRACTOR	YES	NO	NO	NO	NO

Quote #11518

Robert,

Here is an updated quote for your project.

I adjusted the two kennels in Building A to be 4ft wide x 5ft deep.

I also added lids to the end kennels in Building B.

Our current lead-time is running about: 10-12 Weeks.

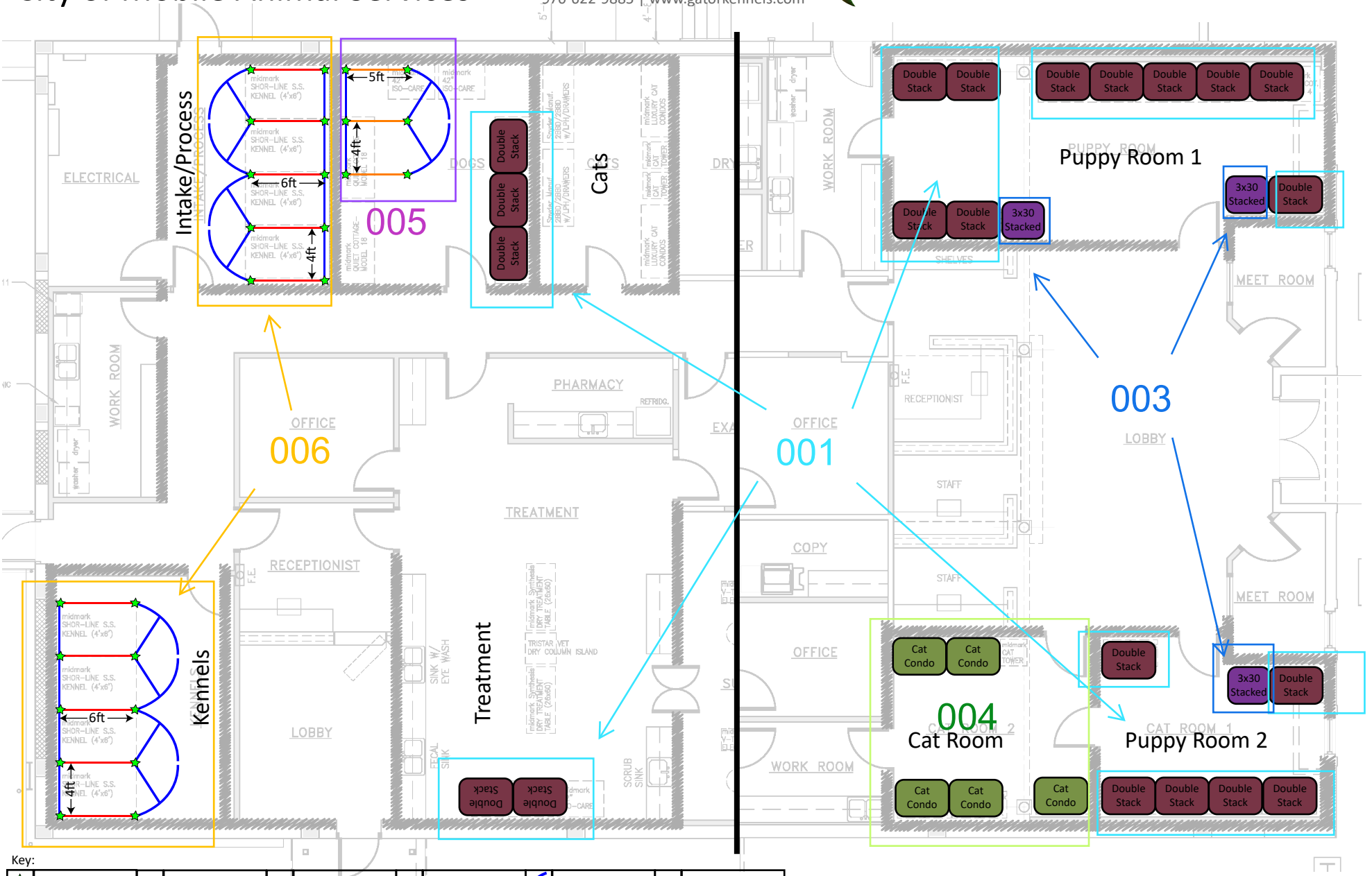
Follow the link below to pay by credit-card and get your project started.
If you wish to pay by check, please contact us so we can get your project in the schedule.
If you are paying via wire transfer - be sure to have your banker call us at (970) 622-9885 for the account information.

Let me know if you have any questions - or if I can help with anything else!

Robert Bryant
City of Mobile Animal Services

GATOR KENNELS
Manufacturer of Commercial Dog Kennels
970-622-9885 | www.gatorkennels.com

Quote Number: 11518-2 - A



Key:

Kennel Post-kit	Custom panel	3ft wide panel	5ft wide panel	4ft wide gate	Kennel Lid
Wall bracket	2ft wide panel	4ft wide panel	6ft wide panel	3ft wide gate	Transfer Gate

001 - 008

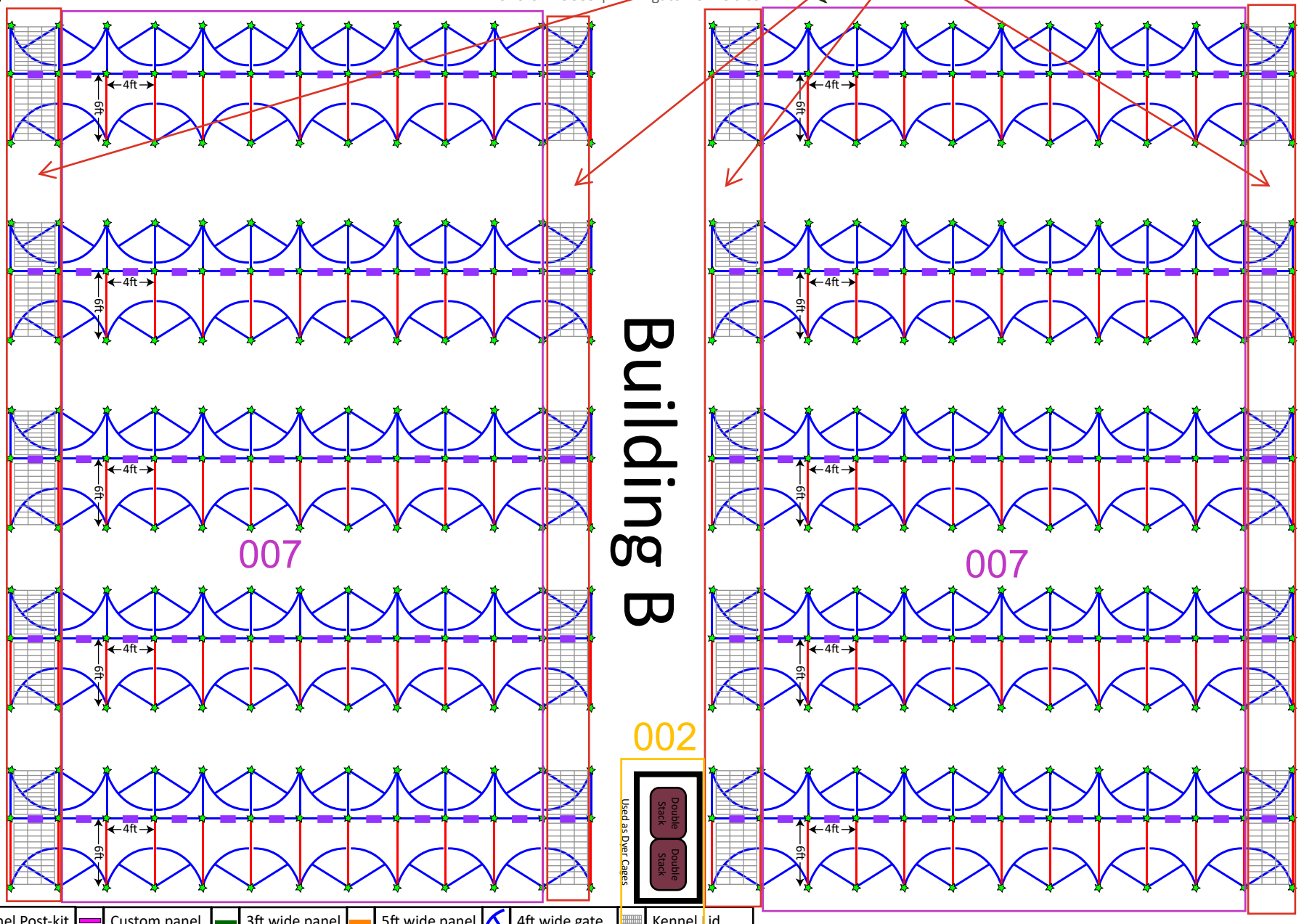
Robert Bryant

City of Mobile Animal Services

GATOR KENNELS
Manufacturer of Commercial Dog Kennels
970-622-9885 | www.gatorkennels.com

008

Quote Number: 11518-2 - B



Key:

Kennel Post-kit	Custom panel	3ft wide panel	5ft wide panel	4ft wide gate	Kennel Lid
Wall bracket	2ft wide panel	4ft wide panel	6ft wide panel	3ft wide gate	Transfer Gate



GATOR KENNELS

Returns and Warranty

Your kennels are a long-term investment.

Quality materials - sturdy construction - and materials that are easy to clean; adds longevity, value, and efficiency to your kennel facility.

Payment Terms

Gator Kennels collects sales tax for the state of Colorado. Your state may require additional Sales or Use Taxes on your purchase. Purchasers are responsible for any additional applicable taxes.

A $35 charge will be assessed for returned checks or insufficient funds. Reasonable collection and attorneys fees will be assessed to all accounts placed for collection in addition to the maximum interest allowed by law. **Refusal to complete payments voids any warranty**.

Cancellations

Kennel Orders (such as Cat-hotel, Double-stack kennels, Signature Series Kennels, and kennel gates) are not cancelable, either in whole or in part within 15 days of estimated ship-date. Kennel Orders cancelled before 15 days of estimated ship-date will incur restocking fees of 25% of product total. Any payments made above the restocking fee will be refunded within 30 days. Any custom-colored material cannot be refunded and customer will be charged the full amount of the material costs in addition to the 25% restocking fee.

Non-kennel orders (including-but not limited to: replacement parts and pet-related products) are cancelable. If the product has already shipped, the cost of shipping plus a 10% restocking fee will be deducted from the refunded amount. If the product has not shipped yet, a restocking fee will not incur and the full order amount will be refunded.

Return Policy & Repairs

All products being returned for any reason or delivered for repair service (whether or not pursuant to our Limited Warranty) must receive advance authorization from Gator Kennels, LLC. Contact us for any returns, questions, or warranty claims. Before any items are returned, Gator Kennels will require pictures of the product or component being returned.

All Kennel returns will incur restocking fees of 25% of product total. Any payments made above the restocking fee will be refunded within 30 days. Any custom-colored material cannot be refunded and customer will be charged the full amount of the material costs in addition to the 25% restocking fee.

Limited Warranty

Gator Kennels warrants to the initial purchaser only of products manufactured by it that such products are free from defects in materials or labor for three (3) years subject to the limitations and conditions set forth in this agreement: The warranty period shall run from the date of delivery to the customer. If within the applicable warranty period, a product proves to be defective, Gator Kennels will repair or replace the product, at Gator Kennels' sole discretion, conditional upon the customer's written notice of the defect within fifteen (15) days after its discovery. Upon receipt of the customer's notice, Gator Kennels shall advise the customer whether it plans to repair or replace the product. Gator Kennels' obligation is solely limited to repair or replacement of a defective product and in no event shall Gator Kennels be liable for transportation from or to Gator Kennels' offices or any other expense which may arise in connection with this Limited Warranty.

The customer agrees to comply with all instructions and specifications furnished by Gator Kennels relating to installation, care and application of products sold. The customer agrees that it will not modify, misapply, or misuse such products in any manner including one that would deviate from the products' intended use. Any repairs, alterations or service provided by parties other than Gator Kennels, or its authorized representative may void this Limited Warranty. The warranty does not apply if the kennel or its components have been (1) damaged through abuse, misuse or neglect, (2) damaged in an accident, (3) unreasonably used or used for any purpose for which it was not intended, (4) repaired or altered in any way from its original configuration, or (5)damaged due to any act of nature. Normal wear and tear, including: dents, slight warping, scratches, discoloration, fading, or (6) any damage from any animal is not covered under this warranty. Loss of parts or components removed from the kennel is not covered under the terms of this warranty.

Limitation of Liability

Under no circumstances shall Gator Kennels be liable to the customer for any incidental or consequential damages; including damages based upon lost goodwill, sales or profit, work stoppage, delays, or product failure. Gator Kennels' liability for any and all losses and damages sustained by the customer and others, shall not exceed the original purchase price of the products upon which liability is founded.

Product Improvements

Gator Kennels reserves the right to make improvements in design, materials, or specifications at any time, without incurring any obligation to owners of units previously sold.

Gator Kennels reserves the right to change these Terms of Sale without warning.

Gator Kennels LLC | 1828 East First Street | Loveland, Colorado 80537
Phone 970-622-9885 | Fax 970-622-9886 | © 2019 Gator Kennels LLC



HDPE Typical Properties

Property*	ASTM Test Method	Typical Values	
		English Units	Metric Units
	Physical Properties		
Density	D1505	59.6 lbs/ft³	0.955 g/cc
Melt Index, Condition 190°C / 2.16 kg	D1238	-	0.25 g/10 min
Polyethylene Classification	D4976	Group 2, Class 3, Grade 5	Group 2, Class 3, Grade 5
	Mechanical Properties		
Tensile Strength @ Yield	D638	4000 psi	27.6 MPa
Ultimate Elongation	D638	> 600%	> 600%
Tensile IMPact Strength	D1822	70 ft-lbf/in²	147 KJ/m²
Notched Izod IMPact Strength	D256	2.99 ft-lbf/in	159 J/m
Compressive Stress @ Yield	D695	1,500 psi	10.3MPa
ESCR, Condition A (10% Igepal), F_{50}	D1693	45 hours	46 hours
ESCR, Condition B (100% Igepal), F_{50}	D1693	35 hours	36 hours
Durometer Hardness	D2240	64 Shore D	65 Shore D
Flexural Modulus	D790	200,000 psi	1379 MPa
Coefficient of Friction, Static	D1894	0.31	0.31
Coefficient of Friction, Kinetic	D1894	0.22	0.22
	Thermal Properties		
Coefficient of Linear Thermal Expansion	E831	7 x 10^{-5} in/in/°F	1.26 x 10^{-4} cm/cm/°C
Decomposition Temperature	Union Carbide	~ 650°F	~345°C
Vicat Softening Temperature	D1525	257°F	125°C
Heat Deflection Temperature @66 psi	D648	171°F	77°C
Brittleness Temperature	D746	< -120°F	<-84°C
Glass Transition Temperature	Union Carbide	-193°F	-125°C
Continuous Use Temperature	---	-100°F to 180°F	-73°C to 82°C
Thermal Conductivity	Private Test	2.5 Btu-in/h-ft²-°F	.35 W/m-°K
Burn Rate	D635	1 in/min	25.4 mm/min
Ignition Temperature, Flash Conditions	D1929	645°F	341°C
Ignition Temperature, Self Ignition Conditions	D1929	660°F	349°C
Flame Spread	E84 Tunnel Test	98	98
Smoke Developed	E84 Tunnel Test	350	350
Fire Ranking	Underwriters Labs	UL94HB	UL94HB
	Electrical Properties		
Dielectric Strength	D149	510 V/mil	20.1 KV/mm
Dielectric Constant	D150	2.35	2.35
Volume Resistivity	D257	> 2.3 x 10^{15} ohm-in	>6 x 10^{15} ohm-cm

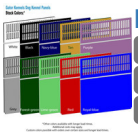
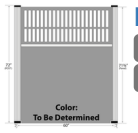
The nominal properties reported herein are typical of the product but do not reflect normal testing variance and therefore should not be used for specific purposes.

Typical Properties reported herein were determined on compression molded samples prepared in accordance with Procedure C of ASTM D4703 Annex A1

This quote was created by **Lily Patterson** on March 6th 2026. 001 - 008

Robert Bryant
855 Owen St
Mobile, Alabama 36604

Notes: Free Custom Logo for Non-Profit

		Unit Price	Qty	Extended
	**Kennel Post Kit**	~~175.00~~ -8.75 166.25	x 416	~~72,800.00~~ -3,640.00 69,160.00
	**Kennel Back or Side Wall Panel** Size (width x height): 4ft x 6ft Slotted:: Yes	~~315.00~~ -15.75 299.25	x 140	~~44,100.00~~ -2,205.00 41,895.00
	**Kennel Panel with Transfer Gates** Size (width x height): 4ft x 6ft Slotted: Yes Include 2 pulleys: No	~~405.00~~ -20.25 384.75	x 120	~~48,600.00~~ -2,430.00 46,170.00
	**Guillotine Transfer Door Cable and Pulley-kit** Kennel depth: 6ft	~~60.00~~ -3.00 57.00	x 120	~~7,200.00~~ -360.00 6,840.00
	**Kennel Back or Side Wall Panel** Size (width x height): 5ft x 6ft - kit Slotted:: Yes	~~340.00~~ -17.00 323.00	x 3	~~1,020.00~~ -51.00 969.00
	**Kennel Back or Side Wall Panel** Size (width x height): 6ft x 6ft - kit Slotted:: Yes	~~365.00~~ -18.25 346.75	x 140	~~51,100.00~~ -2,555.00 48,545.00
	**Kennel Gate with Custom Logo** Gate Size: 4ft wide gate (gate fits 48" wide space) Header Design:: Plain Gate Attachment: Standard Post Attachment **Notes:** Donor Headers* Double clipboards	~~540.00~~ -27.00 513.00	x 120	~~64,800.00~~ -3,240.00 61,560.00
	**Kennel Door with Custom Logo** Gate Size: 4ft wide gate (gate fits 48" wide space) Header Design:: Plain Gate Attachment: Standard Post Attachment **Notes:** Donor Headers* Double clipboards	~~700.00~~ -35.00 665.00	x 130	~~91,000.00~~ -4,550.00 86,450.00
	**Double-stack Kennels** Gate Type: Slotted Gate Design: Custom logo/design (email us your logo/design) **Notes:** *dryer cages*	~~3,800.00~~ -190.00 3,610.00	x 2	~~7,600.00~~ -380.00 7,220.00
	**Double-stack Kennels** Gate Type: Glass Gate Design: Custom logo/design (email us your logo/design) **Notes:** Dogs, Puppy Rooms 1 & 2, Treatment 2 @ 3x30	~~4,000.00~~ -200.00 3,800.00	x 24	~~96,000.00~~ -4,800.00 91,200.00

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	**Cat Hotel** Gate Type: Glass Gate Design: Custom logo/design (email us your logo/design)	~~4,300.00~~ -215.00 4,085.00	x 5	~~21,500.00~~ -1,075.00 20,425.00
	**Kennel Lid** Size:: 4x4	~~300.00~~ -15.00 285.00	x 20	~~6,000.00~~ -300.00 5,700.00
	**Kennel Lid** Size:: 4x6	~~360.00~~ -18.00 342.00	x 20	~~7,200.00~~ -360.00 6,840.00

Subtotal	$	518,920.00
Discount		-25,946.00
Shipping		Free
Total	***$***	***492,974.00***

Proceed To Checkout

This quote is in US Dollars. Exchange rates change constantly. Contact us if you need a different currency.

About this Quote/Questions?

- If you want to proceed with purchasing this project; simply click the checkout button above. If you want to make changes to your quote, reply to this email with the changes you'd like to make or Call 970-622-9885.
- Pricing is subject to change at any time.
- If you have any questions about your quote request please contact us at quotes@gatorkennels.com or call us at 970-622-9885 from: 9am to 5pm MDT.



2025 Product Catalog

Visit our Website

GATOR KENNELS

Manufacturer of Commercial Dog Kennels

About Gator Kennels

Gator Kennels is one of the leading dog kennel manufacturers - producing the most stylish custom dog kennels in the United States! We build all of our kennels to order to ensure that each animal has the proper amount of space and all of its needs are met.

Purchase your dog kennels and kennel supplies directly from the manufacturer for the best quality and customer service.

Materials

One thing that sets us apart from other kennel manufacturers are the materials that we use. By using materials that do not rot, rust, or absorb water; we ensure your investment will last as long as possible.



Nonflammable - will not continue to burn when source of flame is removed.

- UL 94v0



The product is nonflamable and will not continue to burn after ignition without an external fire source.



Water / Urine resistant - Will not absorb water/urine.



Mold / Microbe resistant - The materials are FDA approved for use in the food industry due to their natural anti-microbial properties.



No Silicone - We do not use silicone simply because it does not last. It dries out over time. If ingested by cats or dogs, a trip to the veterinarian is required.



No lead or other heavy-metals - no dangerous metal coatings the dogs can ingest. Materials sourced in the USA and guaranteed to be free from harmful heavy metals.



Recyclable - The kennel structure is made from 35% post-industrial recycled materials. Most of the kennel structure is recyclable (Aluminum and HDPE).



Sourced and manufactured in the USA - The materials are sourced from U.S. manufacturers and assembly performed in the USA.

Kennels

We can create full kennel systems to fill your facility with rows of kennels - kennels back-to-back or kennels surrounding a play-area. You can also use our kennel components to attach the kennels to your existing walls - saving money and space! Finally, if you have walls already in-place, use our gates to complete your kennel system.

Check out some layout ideas here:

Kennel Layouts

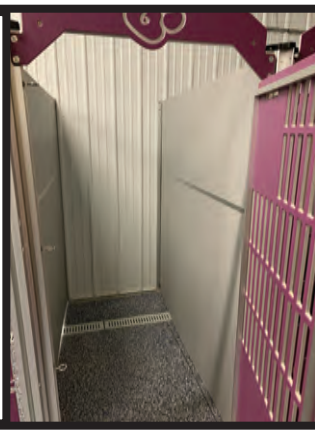




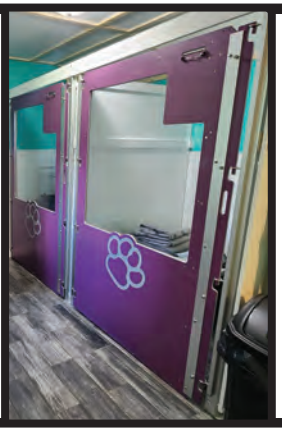
Freestanding Kennels

Kennels Attached to Existing Walls











Kennel Gates Only



Custom Dog Kennels

Our kennels are sold by the component, so you only pay for the parts or pieces that you need. The kennels can attach to each other - saving you pieces, space, and money!

We only use quality material to ensure the kennels will last a lifetime. Incorporating our low maintenanace, high quality, and professional kennels into your facility; it allows you to focus on your customers, guests, and patients.

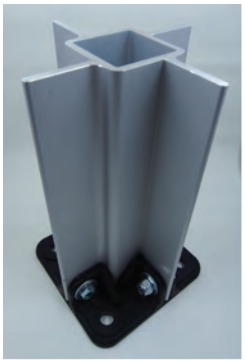
Let us help you with your layout - or check out our website for some of the common layouts we see often!

Kennel Post Kit

-The kennel posts are the backbone of the kennels
-Gates and panels can be easily attached to the post to create the kennel layout of your choice!
-They are made from Anodized Aluminum which will not rust and is easy to clean!

Post measures: 5” x 5” x 72” tall.
Post-kit ships with the foot, skirt, cap and concrete anchors.

$175.00 each







Wall Bracket

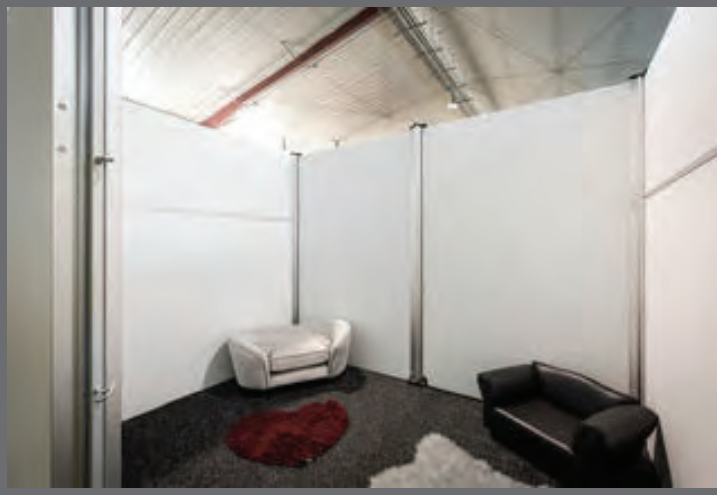
-Utilize your existing walls as part of the kennel and save money!
-Use this wall bracket at the back of the kennel to attach panels to your wall or at the front of the kennel to attach a gate.

Wall bracket measures: 2½” x 2½” x 72” tall.

$50.00 each

Dog Kennel Panels

Attach this panel to a kennel post to create a side or back to your dog kennel or kennel run. Each panel is solid ½-inch thick HDPE Plastic. The solid panel reduces fence-fighting since the dogs cannot see each other. Also reduces cross-contamination as the dogs cannot nose each other through the fence. Pre-drilled holes and inserted nuts means you have less hardware to assemble.



Panel Features:

- ½" thick HDPE Plastic.
- Panel has rubber gasket to seal to the floor.
- Lower 4' is solid to reduce fence-fighting.
- Upper 2' can be slotted for ventilation (costs additional $25.00/panel).

Available Sizes And Starting Prices:

1ft wide x 6ft tall:	$ 90
2ft wide x 6ft tall:	$190
3ft wide x 6ft tall:	$265
4ft wide x 6ft tall:	$290
5ft wide x 6ft tall:	$315
6ft wide x 6ft tall:	$340



For color options, visit our website
Custom colors possible with orders over certain sizes and longer lead-times.

Kennel Gates and Doors

The gate/door is where everything happens in a kennel! That is why Gator Kennels gates are designed to take the abuse, are easy to clean, and have useful features built in! These dog kennel gates are constructed from rugged ½" thick HDPE plastic for a durable gate that looks more inviting. Our single piece construction method eliminates the weak-spots that the dogs inevitably find and break.





Kennel Gates Starting at $430.00

Slotted gates allow more ventilation than the glass doors.

½ Slotted Gates:

-Solid bottom portion allows the more timid pups to duck behing and feel safe, while still leaving exellent visibility into the kennels through the top slotted portion.

Full Slotted Gates:

-Allows great visualization in and out of the kennels at all times.

Kennel Doors Starting at $590.00

Tempered glass doors allow the best visualization into the kennels.

½ Glass Doors:

-Solid bottom portion allows the more timid pups to duck behind and feel safe, while still leaving exellent visibility into the kennels through the top glass portion.

Full Glass Doors:

Allows great visualization into the kennels at all times.

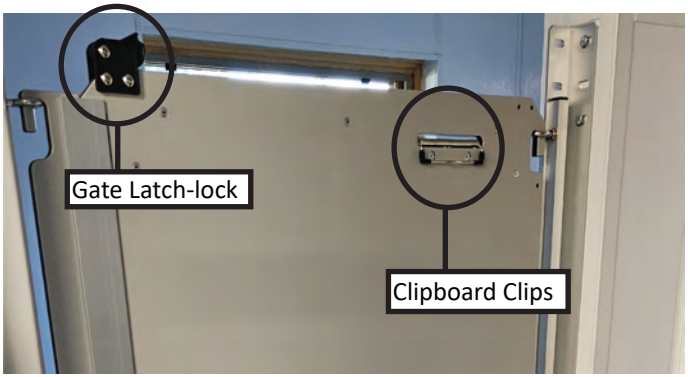




The kennel gate/door is meant for a 36" or 48" wide opening. Other sizes may differ in cost. Contact us for more info.

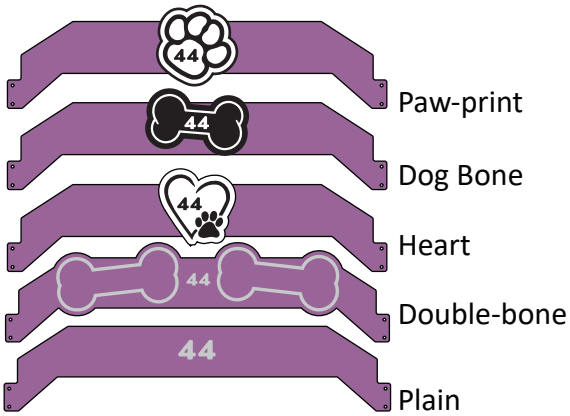
Kennel Gates and Doors - Standard Features

- Clip-board clip - to keep track of the critter's needs.
- Secure gate-latch - includes a secondary lock for even more security.
- Gates swing either direction and can be switched if you remodel or change your mind!
- Single Paw Print or Running Paw Prints





The piece above the gates is called the header.
Five designs for you to choose from:



This is a great place to add the kennel numbering (at no extra charge) to make identification easy. You can also change the colors of the paw-print, dog bone, and heart number tags!
Email us or visit our website for stock colors

Holes in Latches

We added these holes in the latches for those smart pups that learn how to open the latch lock!


Open Latch


Closed Latch


Locked Latch

The holes line up where you can add a carabiner or a combination lock for an extra secure kennel!

Kennel Gate Add-Ons

With Gator Kennels you can truly make the gates yours! You can choose to add upgrades to your gates such as custom logos/designs and fast feeders.

Your gates can be as unique as you wish!

Custom Logo/Design:

Customize your gates with your custom logo! The design is engraved into each gate for a permanent design that will not fade, scratch or wash off!







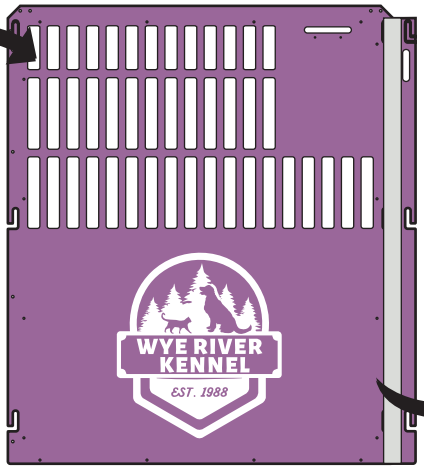
We only charge a one-time project total of $75 to draw up your logo! And we keep your logo/design on-file, so if you come back for more gates, you do not need to pay the fee a second time!

$75/project

The original logo



The converted logo applied to a gate



The final logo on their gate!



Send us your logo or design in any file format: ai, pdf, jpg, png, and we will convert it into our gate software so we can see what it might look like on a gate! We will send you renderings of what your gates will look like before we build anything.

Kennel Add-Ons

Lockers

-Lockers help you stay organized by keeping your guests' belongings directly in their kennel!
-might include food, medications, toys, etc...
-Built into the width of the kennel, no extra space is needed
-Take up about 1.3 square ft in the front of the kennel

Note: -Lockers are only available for kennels 4ft wde or larger.
-The size of the locker can not be changed.

$335 -only adds $225 to a 4ft wide kennel, as the price of the gate drops $110.



Front view of lockers



Locker closed



Top view of lockers

Transfer Gate

-Transfer gates keeps dogs from entering or exiting the kennel.
-They help seal the opening from weather.
-The rails allow the gate to slide easily without the need for lubrication!
-Unlike other gates made from metal, ours will not bind, collect hair, or rust!
-½" thick door made from HDPE Plastic with ¾" anodized aluminum slide-rails.

Note: -Color choice is for the gate only, NOT the rails. The slide rails (included) are always natural silver aluminum color.
-Rope/Cable is a separate product.
-Anchors or bolts to attach the rails are NOT included (as we do not know the exact construction of your walls to provide the appropriate anchor).



Starting at $90.00

Kennel Add-Ons

Pulley Kit for Transfer Doors

-Built into the kennel to open transfer doors from outside each kennel.
-Pulley kit includes 2 bars with pulleys installed, cable, 2 bolts to attach front bar, and 2 screws to attach back bar.



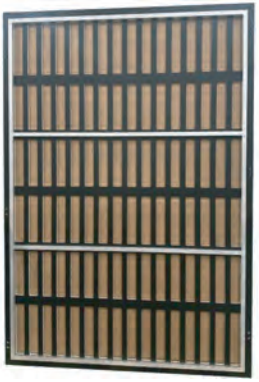




$60 each

Kennel Lid

-These lids keep the clever dogs and jumpers from escaping.
-Constructed from the same material as the kennel gate, the lid lets light and ventilation through while keeping the dogs contained.





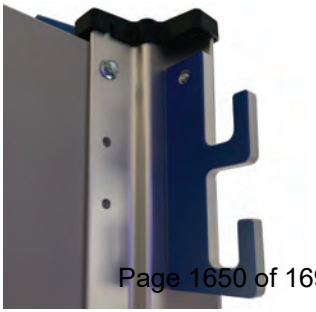
Starting at $300

Available Sizes:

3ft x 4ft & 4ft x 4ft: $300.00
3ft x 5ft & 4ft x 5ft: $330.00
3ft x 6ft & 4ft x 6ft: $360.00

Leash Hook

-Hang your guests' leash/color directly onto their kennel!
-Leash hooks bolt directly onto the post next to the gates



$5 each

Stacked Kennels & Cat Condos

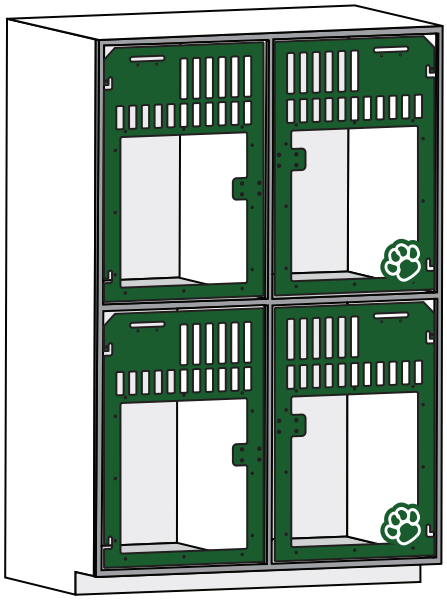
Make the most out of your space with Gator Kennels stacked kennels and cat condos!

Fully assembled systems shipped right to you!

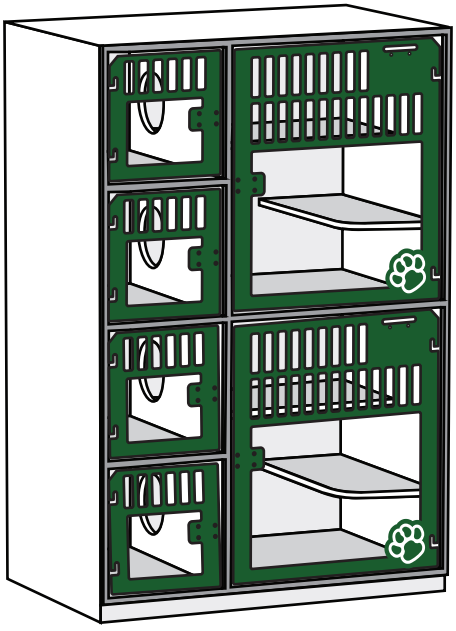
Double Stacked Kennels

001 - 003

-4ft wide, 30in deep, and 6ft tall.
-Water-tight, with a drip-lip to keep fluids from running out of the front of the kennel.
-Each double stacked kennel has the option to house 4 small dogs at once, or 2 small/medium dogs at once; removing the center diving panels. (No tools needed)
-On wheels to move when needed. Front wheels lock.
-Available with slotted gates - great for grooming, as you can hang a cage-dryer.
-Available with glass doors - great for boarding, with great visualization into each kennel.



Starting at $3,800



Starting at $4,300

Cat Condos/Hotels

004

-4ft wide, 30in deep, and 6ft tall.
-Water-tight, with a drip-lip to keep fluids from running out of the front of the kennel.
-Each cat condo can hold 2 cats at a time.
-Each section is split into 3 rooms, 2 16in wide, 1 for a litter box, the other for sleeping/eating the large section is 32in wide and 33in tall, with 2 shelves for resting and playing.
-Rooms are accessed through cat portals.
-Over 15sq ft of space for each cat (including the shelves)
-On wheels to move when needed. Front wheels lock.
-Available with glass doors - great for vizualization into each space.



Kennel Post Replacement Parts

Our kennels use posts as the backbone of the structure.

If you have parts of the post-kit that wear-out, you don't have to buy the entire kit - just pick out the component that you need:



Concrete Anchors

Concrete sleeve-anchor with nut and washer.

Features:

- 3/8 Diameter x 3 inch length.
- Full-length sleeve for fast-engagement.
- Stainless Steel.

$2.00



Post Foot

Give your kennel posts a good placement on your floor with this post foot. All-plastic construction to eliminate rust. Easy post alignment with the vertical tabs.

$8.00



Post Skirt

Built from a new blend of plastics - this dust-cover is more chemical-resistant than ever! Keep the dog hair from gathering around the hard-ware at the bottom of the post.

$5.00



Post Cap

This rigid Cap covers the top of the post to keep dog hair from entering the post.

$3.50

Kennel Gate Replacement Parts

The gate is where everything happens in a kennel! That is why our gates are designed to take the abuse - but dogs will be dogs and sometimes things wear out.

If you have parts of the Kennel Gate that wear-out, you don't have to buy the entire gate - just pick out the component that you need:





Latch-lock

Some dogs have learned how to activate the latch. This lock keeps them from lifting the latch.

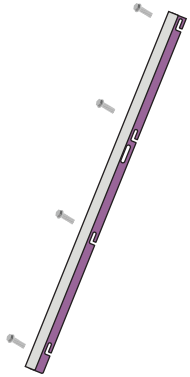
$7.50



Eyebolt

Part of our gate-latch and hinge that the gate drops into. Includes a nut to keep everything tight. (Stainless Steel)

$1.00



Latch-kit

This is everything you need to completely replace the gate-latch. Includes the plastic piece, two straps and is pre-assembled - ready to bolt to your gate!

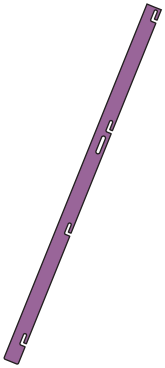
$50.00



Clipboard clip

It is nice to keep track of the boarding cards, medical paperwork, etc right on the kennel. This clip keeps everything handy.

$2.50



Latch

Most of the time, it's just the plastic part of the latch that wears out. Instead of buying the whole kit, just buy the plastic piece here.

$20.00



Stacked Kennel Latch

Replacement latch that fits on the Double-stack kennels and Cat-condos

$8.00



Assembly Instructions

The basic installation steps are always the same for our Kennels - regardless of your layout. The only difference is the measurements between the posts.

Check our website to find common layouts and the specific dimensions for them. As well as blogs and resources for getting ready for your kennels.

Download the full set of instructions here:

Assembly Instructions

Tools Needed:

- Hammer Drill with 3/8 Masonry bit
- Hammer
- 1/2 inch socket or end-wrench
- 7/16 inch socket or end-wrench
- 3/8 inch socket or end-wrench
- Phillips Screwdriver

If you are attaching to your existing walls - you will need the appropriate anchor(s) to attach the wall-brackets

Some useful items to have are:

- Chalk-line or way to draw straight lines over long distances
- Power-driver or cordless drill with socket-driver bit

Basic Kennel Assembly Directions:

1. Anchor a post-foot in one corner.
2. Measure to the next post.
3. Once you get 4 post-feet in place, you can start to construct the rest of the kennel.
4. Bolt the panels to the posts.
5. Attach the header-piece to the posts.
6. Drop the gate into the eye-bolts you want to act as the hinge.

For detailed instructions visit
www.gatorkennels.com/kennel-assembly-instructions

Kennel Care

Gator Kennels are constructed from materials that are naturally anti-microbial and easy to clean. We know the kennels are a big investment so we use materials that are designed to last as long as possible. However, there are still some chemicals and practices that can damage or prematurely age the kennels.

Here are some things to avoid:

- The use of cleansing products containing Chlorides, Bromides, Iodides, and Thiocyanates can discolor and prematurely corrode the kennel (specifically the hardware). Some of these chemicals are also harmful to the animals housed in the kennels and if not rinsed correctly, can cause chemical burns!
- Animal hair should be removed. Hair can hold unwanted bacteria, urine, and molds. This increases the smell and promotes disease.
- Do not use steel-wool pads on any surface as you will scratch off any protective finish and possibly damage the kennel itself.

These steps should prolong the life of the kennels:

- Any cleansing agent you do use should be thoroughly rinsed and NOT allowed to 'air-dry'.
- Clean off urine as soon as possible.
- Let the kennels dry between use. This not only helps protect the kennel - but it reduces the potential for bacteria or mold cross-contamination.

We found some of the best cleansers to use on the kennels is:
Dawn® Dish soap or Scrubbing Bubbles®!
Professional cleansers such as Wysiwash® can be used - just be sure to rinse!

Why we like Dawn® Dish soap:

- Dawn® dish soap was developed specifically to break down oils.
  Dogs secrete oils through their skin - and rub it all over the kennels.
  The oil tends to attract dirt, hair, and grime.
  By breaking down these natural oils, the dirt, hair, and grime does not have anything to stick to - allowing for easier cleaning!
- Dawn® dish soap is less irritating to skin and eyes than other chemicals

Why we like Scrubbing Bubbles®:

- Scrubbing Bubbles® was developed specifically to clean HDPE and aluminum - The same exact materials our kennels are made from!

Quotes & Ordering

Contact Us

Quoting:

The first step to getting your project started is to contact us so we can build you a quote. You can either call or email us, or even fill out the contact form on our website with the dimensions of your facility, the quantity and size of the kennels, as well as any extra gate features or kennel add-ons. We will draw up a layout that will accompany the quote which will break down each part and piece you will need to complete your project. We love helping to make kennels dream become a reality, so don't hesitate to reach out to us! All of our kennel projects are made to order, please contact us for current lead times.

Payments:

Payments can be made using a credit through our secure website or calling us. You can also mail checks and money orders to us. Please read below for lender suggestions if you do not have your own.

Payment Terms:

Gator Kennels collects sales tax for the state of Colorado. Your state may require additional Sales or Use Taxes on your purchase. Purchasers are responsible for any additional applicable taxes. A $35 charge will be assessed for returned checks or insufficient funds. Reasonable collection and attorneys fees will be assessed to all accounts placed for collection in addition to the maximum interest allowed by law. Refusal to complete payments voids any warranty.

Kennel Financing:

Feel free to use your own source of financing! Gator Kennels is not a lender but has partnered with the leading finance companies in the marketplace to provide competitive rates across a large spectrum of financial needs. Be sure to tell them Gator Kennels sent you their way!

Centra Funding:

Kevin Anderson
kevin@centrafunding.com
Toll-free: (888) 779-4629 Ext 219
Direct: (772) 559-8193

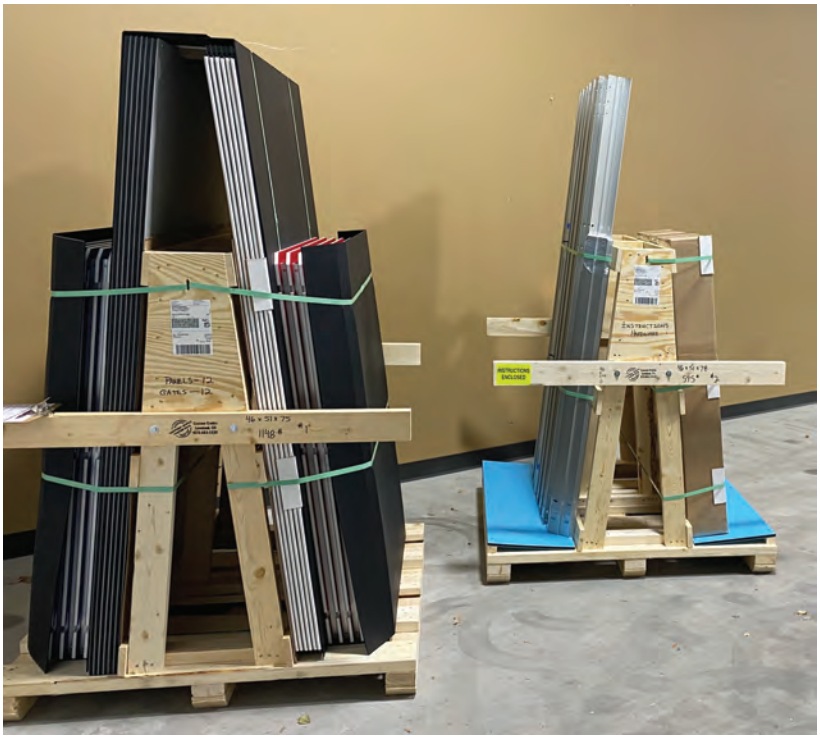
Gator Kennels is not affiliated in any way with this company. Nor does Gator guarantee this lender can provide the funding you need. This contact is just for discussion and is not a commitment to lend any funds. Additionally, Gator Kennels is not liable for any terms of any agreement between you and the lender. You are NOT obligated to use this lender.

Shipping

We have a really good relationship with Fed Ex Freight to help get your kennels to you - no matter where you are in the country.

Fed Ex Freight offers a number of helpful tools to get your kennels to you:

• Tracking number
- This helps us track your kennels as they head your way.
• Call before Delivery
- Most of the time you will know the truck is coming; but just to be sure, Fed Ex will call to make sure you are there. This does have a small extra fee.
• Liftgate at delivery
- This helps lower the kennels off the truck without need of a forklift.



Shipping Details:

• All kennels are shipped via Fed Ex Freight using a 48ft to 53ft semi-tractor trailer.
• The truck will be equipped with a lift-gate to lower the kennels off the truck (included in shipping price).
• If other arrangements need to be made, additional charges may apply and must be scheduled in advance.
• We will contact you before the project ships.
• If the project cannot be shipped for any reason; Gator Kennels will charge a nominal fee (to be determined based on the project size).
• You are still required to pay the balance due on the project by the original ship-date.

"First I want to thank you for your great service.
Fed ex man-"I have never seen anything packaged so great like this ! This was a great job"
Carpenter-" Wow! This is really package great. Have never seen anything come this well packaged"
(when opening the crates)" I have never seen anything so marked to great detail; must be women packaging this for them" LOL
Just wanted to pass on the awesome work you and your team did!!!"
-Renalda B.

Featured Projects

Knox and the Hound

Knox and the Hound ordered Gator Kennels for their facility. The purple adds the perfect pop of color! The lockers built next to each gate allows storage of the guests' belongings.





Jordan Detection K9

Jordan Detection K9 upgraded their facility with Gator Kennels.
The sleek color looks very professional, especially with their custom logo!
The half slotted gates allow for visualization and ventilation into the kennels at all times.

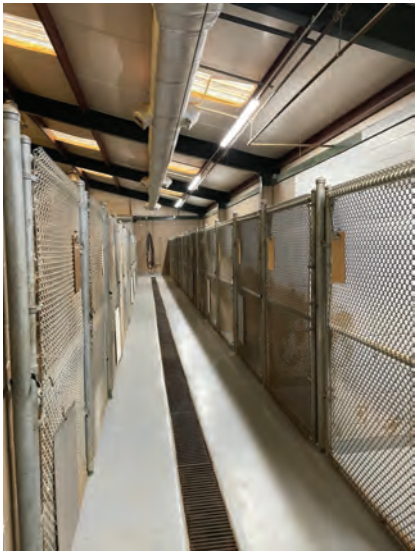
Featured Projects

Check out more projects here:

Kennel Projects

Morgan County Animal Services

Morgan County Animal Services had old, rust chain-link kennels. They updated their facility with half glass doors! These doors were custom built to fit the width of each existing wall opening. The red bone on their header adds the perfect pop of color to their facility!







Back Roads Kennels

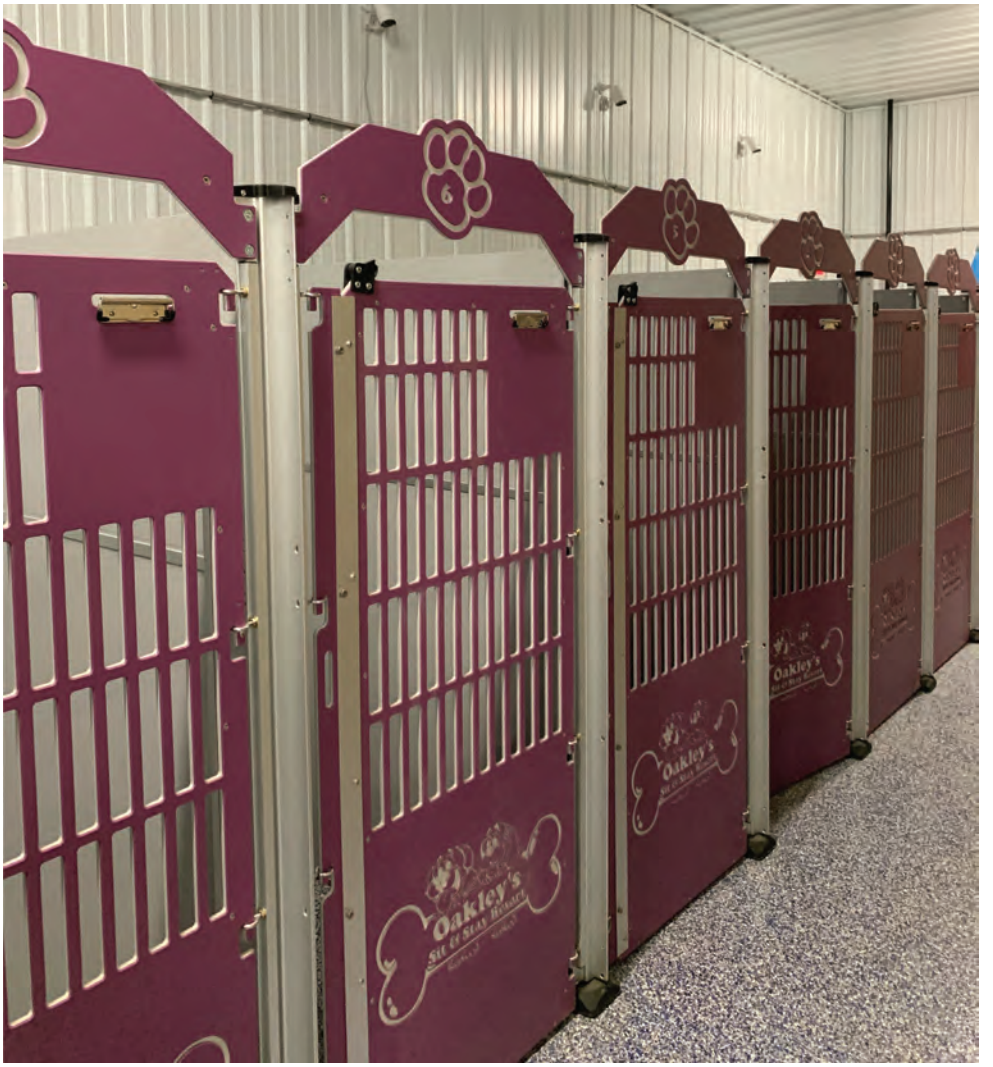
Back Roads Kennel ordered Gator Kennels for their facility. The grey kennels look so professional! The half glass doors allow visualization into the kennels at all times. These extra large kennels give the pups lots of room to move around!





GATOR KENNELS

815 14th St SW
Suite C110
Loveland, CO 80537



Dog Kennels and Kennel Accessories

All prices within this catalog subject to change.

ISO-Care® Quarantine Cages

A comfortable containment solution for isolating animals with contagions or quarantine restrictions.

A growing number of veterinary hospitals and animal shelters are choosing the ISO-Care® (D399609) for isolating animals due to contagious diseases or quarantine requirements. ISO-Care's innovative tempered glass design keeps all discharge within the unit – no more messy leaks! A two-tiered drainage system keeps wastes and liquids away from animals, exiting through ISO-Care's floor drain, which can be connected to a sewer outlet. A built-in fan vents contaminated air. A standard light provides added visibility to healing animals.

Available in single or double-deck configurations. Units ship completely assembled and ready for operation.

10010778-316	Single stack 30 ¼" W x 45 ⅞" H x 31" D Aurora color	$3,369.00
10010779-316	Double Stack 30 ¼" W x 81 ½" H x 31" D Aurora color	$6,269.00
10010780-316	Single stack 42"W x 45 ⅞"H x 31" D Aurora color	$3,550.00
10010781-316	Double stack 42"W x 81 ½" H x 31"D Aurora color	$6,632.00

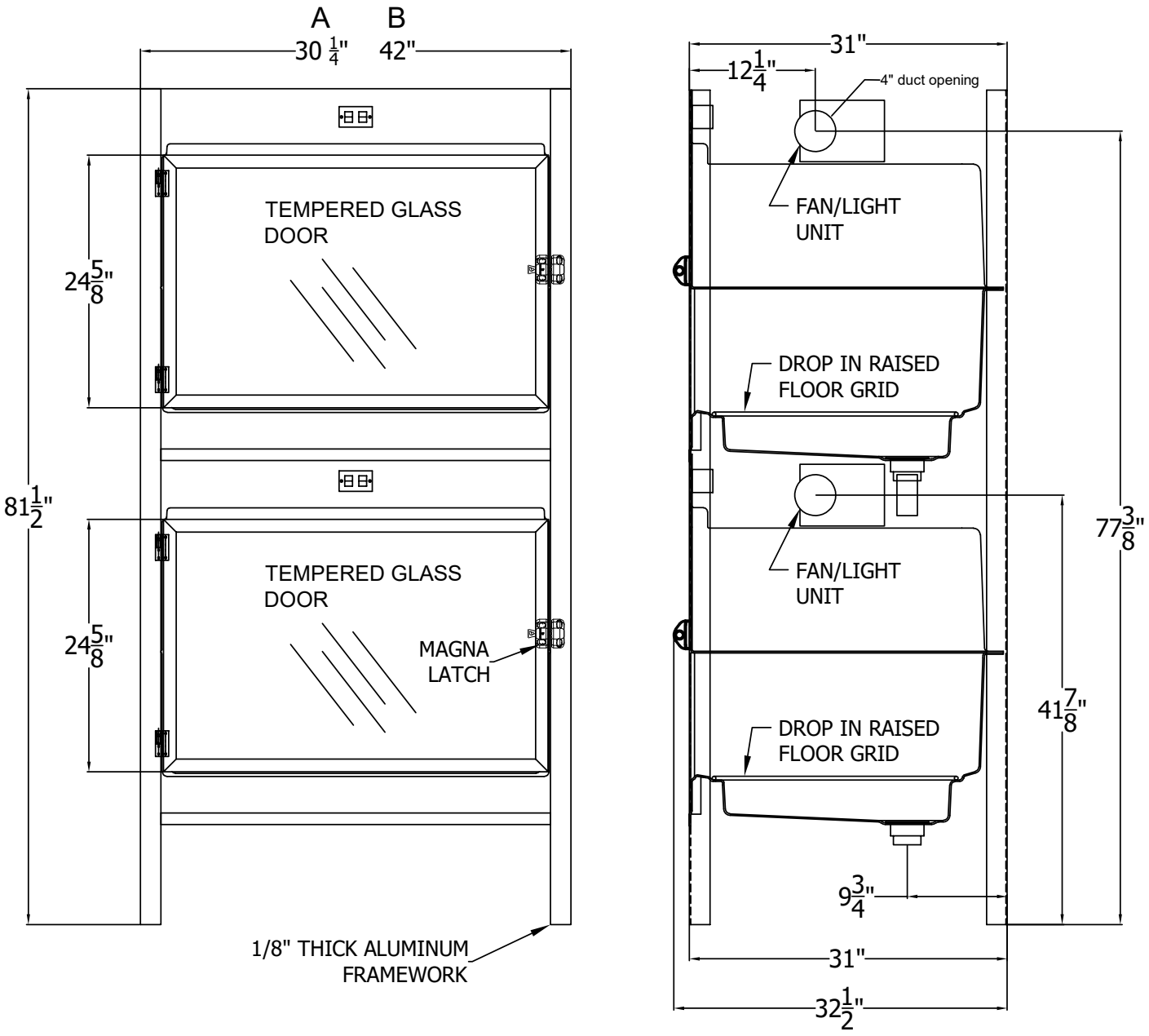








Shipping Weight:
A: 179 lb
B: 207 lb



NOTE:
All dimensions are ± 1/8"

© 2020 Midmark Corporation, Miamisburg, Ohio USA
MKT-00402

Sinks + Faucets

Surgeon's Scrub Sinks

- Durable 16-gauge stainless steel construction
- Wall mounting bracket included
- Faucet options available



Single Surgeon's Scrub Sink

Outside: 31" wide x 23 ½" deep x 16 ½" tall with back splash
Inside: 28" wide x 20" deep x 10 ½" tall

106-1133-10	Single Surgeon's Scrub Sink	$1,398.00



Double Surgeon's Scrub Sink

Outside: 43" wide x 23 ½" deep x 16 ½" tall with back splash
Inside: 40" wide x 20" deep x 10 ½"tall

106-2133-10	Double Surgeon's Scrub Sink	$1,941.00

Faucets for Scrub Sinks

Infrared Faucet and Mixing Valve

107-5292-02	Infrared Faucet and Thermostatic Mixing Valve	$1,425.00



Gooseneck Faucet

107-4292-00	Gooseneck Faucet	$238.00



Valves

(A) Double Pedal Valve

107-3292-00	Double Pedal Valve	$714.00

(B) Knee Action Faucet Valve

107-2292-00	Knee Action Faucet Valve	$1,755.00

(C) Foot Action Faucet Valve

107-3392-00	Foot Action Faucet Valve	$556.00







Sinks + Faucets

Faucets

- These faucets are recommended for Midmark Stainless Steel Wet Treatment Tables.
- Faucets mount on standard 8" centers.



Note: Sprayer head is now all chrome, not black.

Single Lever Faucet with 84" Sprayer Hose*

107-0112-00	Single Lever Faucet and 84" Sprayer Hose	$396.00
107-9093-06	Replacement 84" Hose	$161.00



Gooseneck Swivel Sink Faucet, Deck Mounted with 84" Sprayer Hose*

107-4112-01	Gooseneck Swivel Sink Faucet, Deck Mounted with 84" Sprayer Hose	$598.00

Gooseneck Faucet with Heavy Duty Angled Sprayer

107-4112-02	Gooseneck Faucet, Heavy-Duty Angled Sprayer	$868.00



Eye Wash Station

Faucet-Mounted

Faucet-mounted eyewashes convert any faucet into an emergency eyewash station without interfering with normal faucet operation.

- Outlet heads are mounted 3" apart and deliver a soft, aerated flow of water.
- Body has $^{55}/_{64}$"-27 female thread. Furnished with three adaptors ($^{15}/_{16}$"-27, $^{13}/_{16}$"-27 and $^{3}/_{8}$" NPS)

107-8492-00	Faucet Mounted Eye Wash	$208.00



Deck Mounted

Eyewash for mounting on counter next to sink.

- Spray heads swivel 90° from storage to operational position. Water flow is activated by flag handle.
- ½" IPS chrome plated brass stay-open ball valve. Valve is US-made with chrome plated brass ball and Teflon® seals

107-8192-00	Deck Mount 90° Swivel Eye Wash with Stay Open Ball Valve	$761.00



015











Find a Retailer

FRONT LOAD WASHERS

FF7011WN

★★★★★ 5.0

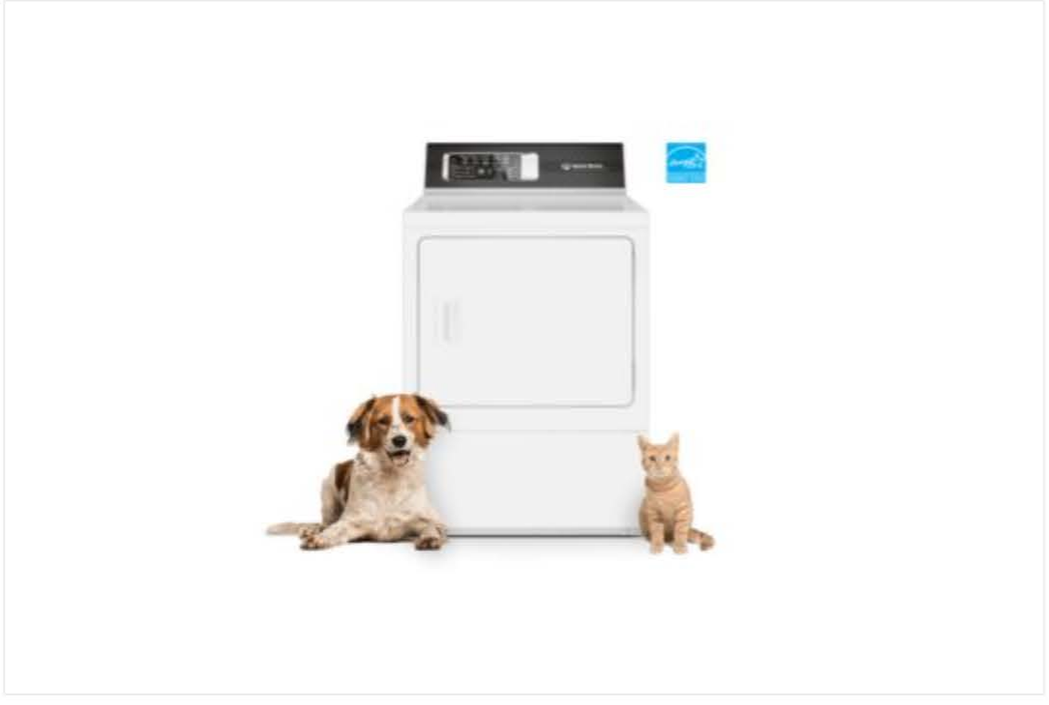
FF7 White Front Load Washer with Pet Plus™ | Sanitize | Fast Cycle Times | Dynamic Balancing | 5-Year Warranty

Product Code: FF7011WN

$2,449 MSRP

WHERE TO BUY

5 YEAR WARRANTY
ALL PARTS & IN-HOME LABOR



Find a Retailer

ELECTRIC DRYERS

DR7004WE

4.6

DR7 Sanitizing Electric Dryer with Pet Plus™ | Steam | Over-dry Protection Technology | ENERGY STAR® Certified | 7-Year Warranty

Product Code: DR7004WE

$1,649 MSRP

WHERE TO BUY

7 YEAR WARRANTY
ALL PARTS & IN-HOME LABOR

Narcotic Cabinets

Synthesis® Cabinetry - Narcotic Cabinets



Stylish Synthesis overhead cabinets can be outfitted with a narcotics safe for the secure storage of controlled substances and other medicines. The Synthesis upper cabinet and narcotics safe are built from 18-gauge steel with sizes ranging from 18"–24" in width and 24"–30" in height to maximize your workspace.

- Narcotic Safe is made from 18-gauge steel.
- Outer upper cabinet frame is made from 18-gauge steel with a ¾-inch thick MDF board front panel door.
- Narcotic Safe equipped with key lock.
- Outer cabinet front panel available with keyed or keyless lock options.
- Contact Midmark Sales for pricing.

Free-Standing or Wall-Mount Narcotic Cabinets



A

019



B

C

Available in three sizes, these cabinets are compliant with DEA guidelines for the secure storage of Schedule III, IV, and V controlled substances when a separate outer door is also used, such as inside a drawer or cabinet within a locked office or in a locked refrigerator/ freezer within a locked office. Heavy duty 20-gauge steel. Beige in color.

- High security pick-resistant tubular lock.
- Four keys per lock included.
- Unique lock sequences—all cabinets are keyed differently.
- Full length stainless steel pinned door hinges prevent pin removal.
- Predrilled holes in the back for mounting on a wall, cabinet or other solid surface (wall mounting hardware included).
- Narcotics cabinet is delivered ready to use (door handle must be customer installed).
- Durable heat-sealed powder coat finish.

190-0200-02	**(A)** Mini Narcotics Safe, Weight: 5 lb, 7"W x 9"H x 6"D	$504.00
190-0200-03	**(B)** Small Narcotics Safe, Powder Coat, Antimicrobial Paint, Weight: 15 lb, 12"W x 16"H x 9"D	$912.00
190-0200-04	**(C)** Large Narcotics Safe, Powder Coat, Weight: 43 lb, 23 ½"W x 29 ½"H x 10 ½"D, Not returnable	$1,201.00

019

MUST BE INSTALLED IN A LOCKED CABINET

midmark®
Designing better care.



Designed for durability, workflow and efficiency

INTUITIVE USER INTERFACE

Navigate cycle setup and other processes in your preferred language—English, French or Spanish—with a clear, fingerprint-resistant 5-inch touchscreen you can utilize while wearing gloves. Choose a style—light or dark mode. Logical step-by-step instructions simplify performing and recording device care activities. Determine cycle status from a distance with a progressing color-coded LED light bar, large cycle-countdown clock and audible cues.

DURABLE DESIGN

Midmark sterilizers have been designed for durability, including an increased device life of 25,000 cycles thanks to a completely reengineered chamber. This can reduce the frequency of required maintenance by users and certified technicians by more than half.

DIFFERENT SIZES TO FIT YOUR NEEDS

Choose from two sizes to accommodate your instrument processing: select the M11® for maximum capacity and efficiency, or the M9® when you need high capacity but are tighter on space.

ROBUST CYCLE OPTIONS

Preset and custom cycle options help simplify clinical workflow to accommodate unique instrument instructions for use (IFUs).

WRAPPED
270ºF, 4 MIN

NEW
WRAPPED
275ºF, 3 MIN

DELICATE
250ºF, 30 MIN

UNWRAPPED
270ºF, 3 MIN

5 CUSTOM CYCLES*
250ºF–275ºF, 3 MIN–45 MIN



*Validation of the sterility of items processed using a custom cycle is the responsibility of the user.









022

M9® PHYSICAL DIMENSIONS:	
Overall Length with Plug	20.5 in (52.0 cm)
Overall Width	15.8 in (40.1 cm)
Overall Height	16.6 in (42.2 cm)
Support Surface Requirements	19.8 in x 23.5 in (50.3 cm x 59.7 cm)
Chamber	9 in (diameter) x 15 in (depth) (22.9 cm x 38.1 cm)
Standard Tray, Large (Usable tray area)	7 5/16 in x 12 in x 7/8 in (18.6 cm x 30.5 cm x 2.2 cm)
Standard Tray, Small (Usable tray area)	5 5/8 in x 12 in x 7/8 in (14.3 cm x 30.5 cm x 2.2 cm)
WEIGHTS:	
Weight with Empty Reservoir	82 lb (37.2 kg)
Weight with Shipping Carton	92 lb (41.7 kg)
ELECTRICAL RATING*	
115 V models	115 VAC, 12 amps, 50/60 Hz
FUSE RATINGS:	
115 VAC	F1—15 amps, 250 V, Fast Acting, 0.250 in Dia x 1.250 in L (6.35 mm x 31.75 mm) F2—15 amps, 250 V, Fast Acting, 0.250 in Dia x 1.250 in L (6.35 mm x 31.75 mm) F3—2.5 amps, 250 V, Time Delay/Slow-Blow, 0.205 in Dia x 0.787 in L (5.20 mm x 20.00 mm)
Safety Valve Setting	43 psi (296 kPa)
Heat Emission	5275 kJ (5000 BTU) / hr during operation
Water Reservoir Capacity	4.1 liters (1.1 gallons) to Full mark Usable volume is 2.3 liters (0.6 gallons)
Pollution Degree	II (IEC 60664-1:2020)
Overvoltage Category	II (IEC 60664-1:2020)

M11® PHYSICAL DIMENSIONS:	
Overall Length with Plug	23.5 in (59.7 cm)
Overall Width	17.8 in (45.2 cm)
Overall Height	18.6 in (47.2 cm)
Support Surface Requirements	21.8 in x 26.5 in (55.4 cm x 67.3 cm)
Chamber	11 in (diameter) x 18 in (depth) (27.9 cm x 45.7 cm)
Standard Tray, Large (Usable tray area)	9-1/8 in x 15-1/4 in x 7/8 in (23 cm x 38.7 cm x 2.2 cm)
Standard Tray, Small (Usable tray area)	6-3/4 in x 15-1/4 in x 7/8 in (17 cm x 38.7 cm x 2.2 cm)
WEIGHTS:	
Weight with Empty Reservoir	99 lb (44.9 kg)
Weight with Shipping Carton	131 lb (59.4 kg)
ELECTRICAL RATING*	
115 V models	115 VAC, 12 amps, 50/60 Hz
FUSE RATINGS:	
115 VAC	F1—15 amps, 250 V, Fast Acting, 0.250 in Dia x 1.250 in L (6.35 mm x 31.75 mm) F2—15 amps, 250 V, Fast Acting, 0.250 in Dia x 1.250 in L (6.35 mm x 31.75 mm) F3—2.5 amps, 250 V, Time Delay/Slow-Blow, 0.205 in Dia x 0.787 in L (5.20 mm x 20.00 mm)
Safety Valve Setting	43 psi (296 kPa)
Heat Emission	5275 kJ (5000 BTU) / hr during operation
Water Reservoir Capacity	5.3 liters (1.4 gallons) to Full mark Usable volume is 3.0 liters (0.8 gallons)
Pollution Degree	II (IEC 60664-1:2020)
Overvoltage Category	II (IEC 60664-1:2020)

PART NUMBERS

M9-053 Midmark M9 Steam Sterilizer (115V)
M11-053 Midmark M11 Steam Sterilizer (115V)
M11-051 Midmark M11 Steam Sterilizer (230V)

COMPANION ACCESSORIES

9A307001 Cool Hand Tool
91703001 Vertical Cassette Rack, M11-05X
9A694001 Autofill 115V
9A586001 VistaCool™ Unit
9A698001 USB Kit

***Note:** A separate (dedicated) circuit is recommended for this sterilizer. The sterilizer should not be connected to an electrical circuit with other appliances or equipment unless that circuit is rated for the additional load.

VistaCool™ is a trademark of Crosstex International, Inc.

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007-10485-00 Rev B1 (3/25)

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Instrument Processing

Next Generation Midmark® Steam Sterilizers

Improve workflow and get your team back to the work they love with intuitive sterilizer technology. Midmark Steam Sterilizers are designed for durability, workflow and efficiency.

- User-friendly interface
- Fingerprint-resistant 5" touchscreen
- Preset and custom cycle options
- Device reminders and notifications

Next Generation Midmark M11® Steam Sterilizer

022

- Automatic door
- Chamber size: 11" x 18"
- Sterilizer weight: 99 lb (44.9 kg)
- Shipping weight: 131 lb (59.4 kg)
- Includes 6-slot pouch rack and 16 oz. bottle of SpeedClean
- ASME certified*

M11-053	Midmark M11 Steam Sterilizer 115V (USA)	$9,312.00
M11-051	Midmark M11 Steam Sterilizer 230V (USA)	$9,312.00



Next Generation Midmark M9 Steam Sterilizer

- Automatic door
- Chamber size: 9" x 15"
- Sterilizer weight: 82 lb (37.2 kg)
- Shipping weight: 92 lb (41.7 kg)
- Includes 5-slot pouch rack and 16 oz. bottle of SpeedClean
- ASME certified*

M9-053	Midmark M9 Steam Sterilizer 115V (USA)	$8,122.00



Note: This product has limited availability outside of the US. For confirmation, please contact Midmark Customer Experience.

*ASME Section VIII Division 1. See **midmark.com** for details.

Midmark Sterilizer Accessories (-05X Series)

Accessories



Cool Hand Tool



Vertical Cassette Rack, M11-05X



SpeedClean



Autofill 115V



VistaCool™ Direct-to-Drain System



USB Kit

Next Generation Sterilizer Accessories

9A307001	Cool Hand Tool (Tray and Cassette Removal Tool)	$45.00
9A703001	Vertical Cassette Rack, M11-05X	$151.00
002-0396-00	SpeedClean (One 16 oz bottle)	$33.00
002-0396-05	One Case SpeedClean (Twelve 16 oz bottles)	$163.00
9A694001	Autofill 115V	$432.00
9A694002	Autofill 230V	$432.00
9A586002	VistaCool™ Direct-to-Drain System	$1,441.00
9A586007	VistaCool™ Adapter	$175.00
9A698001	USB Kit	$819.00

Extended Warranties*

XX-EP-M11-D	Parts Only Plan	$310.00
XX -EPL-M11-D	Parts and Labor Plan	$465.00
XX-EP-M9-D	Parts Only Plan	$310.00
XX-EPL-M9-D	Parts and Labor Plan	$465.00

*Customers can purchase a 1, 2 or 3 year extended warranty. The price listed is price per year. See Extended Warranty Information for details.

ANIMAL HEALTH

QuickClean™ Ultrasonic Cleaner

midmark
Designing better care.



Recessed units not shown

POWERFUL CLEANING. CONSISTENT RESULTS.

Providing powerful, effective cleaning and consistent results, the QuickClean Ultrasonic Cleaner is one piece of equipment your team shouldn't be without. The QuickClean's cutting-edge technology can help you create a safer, more efficient work environment by decreasing worker exposure to contaminants and potential sharps injuries while reducing the time and effort needed for cleaning.

- 150% higher efficacy than Soniclean
- Customized cycle times from 1 to 99 minutes
- Full-size safety basket included
- 3-year limited warranty

LEAP

Powerful Technology

The QuickClean unit cleans thoroughly and consistently throughout the entire bath using Frequency-Leap technology. This advancement in cleaning efficiency helps ensure all of your instruments are fully cleaned the first time, every time, no matter where they are placed in the basket.

Simple Operation

The QuickClean is easy to use right out of the box, so you can get your staff up and running with minimal training time. Features like options for preset or customized settings, intelligent software that remembers the last cycle settings, a digital LCD control panel that displays prompts, and a fluid sensor that ensures the bath always has enough water all help simplify your processes and increase productivity.

Range of Sizes and Design Options

The QuickClean comes in three table top sizes (1.2, 3.3 and 6.6 gal) and two recessed options (3.3 and 6.6 gal), so you can choose the option that best fits your configuration and workflow. The stainless steel finish and attractive design coordinate well with any décor.

SPECIFICATIONS

QuickClean Model Numbers:	Table Top Unit: QC1-01	Table Top Unit: QC3-01 Recessed Unit: QC3R-01	Table Top Unit: QC6-01 Recessed Unit: QC6R-01
Capacity:	1.2 gal/4.5 L	3.3 gal/12.5 L	6.6 gal/25 L
Table Top Units Overall Length: Overall Width: Overall Height:	 13.5" (34.5 cm) 10.2" (26 cm) 10.4" (26.5 cm)	 14.7" (37.5 cm) 16.5" (42 cm) 10.4" (26.5 cm)	 21.6" (55 cm) 16.5" (42 cm) 14.3" (36.5 cm)
Tank Size:	11.8" L x 5.9" W x 5.9" H (30 x 15 x 15 cm)	13" L x 11.8" W x 5.9" H (33 x 30 x 15 cm)	19.9" L x 11.8" W x 7.9" H (50.5 x 30 x 20 cm)
Recessed unit cut out size:	N/A	15.55" x 14.37" (39.5 x 36.5 cm)	22.48" x 14.37" (57.1 x 36.5 cm)
Table Top Unit Weight:	12.7 lb (5.76 kg)	18.6 lb (8.42 kg)	29.6 lb (13.44 kg)
Table Top Shipping Weight:	14.6 lb (6.64 kg)	20.9 lb (9.50 kg)	32.6 lb (14.78 kg)
Recessed Unit Weight:	N/A	22.3 lb (10.10 kg)	32.9 lb (14.92 kg)
Recessed Unit Shipping Weight:	N/A	24.6 lb (11.18 kg)	35.8 lb (16.26 kg)
Operating Frequency:	32-38 kHz	32-38 kHz	32-38 kHz
Temperature up to:	140°F / 60°C	140°F / 60°C	140°F / 60°C
Stainless Steel Safety Basket:	Included	Included	Included
Electrical Requirements	**Input:** 115 V +/- 10%, 60 Hz, 110 W, 1.0 A **Output:** 100 W	**Input:** 115 V +/- 10%, 60 Hz, 210 W, 1.8 A **Output:** 200 W	**Input:** 115 V +/- 10%, 60 Hz, 410 W, 3.6 A **Output:** 400 W
Standards	UL 61010-1:2012; CAN/CSA C22.2 No. 61010-1:2012; EN 60601-1-2:2007; EN 61326:2013; FCC CFR 47 Part 15 part B	UL 61010-1:2012; CAN/CSA C22.2 No. 61010-1:2012; EN 60601-1-2:2007; EN 61326:2013; FCC CFR 47 Part 15 part B	UL 61010-1:2012; CAN/CSA C22.2 No. 61010-1:2012; EN 60601-1-2:2007; EN 61326:2013; FCC CFR 47 Part 15 part B
Limited Warranty	3 Years	3 Years	3 Years

ACCESSORIES AND SERVICE PARTS



Beaker Accessories
9A612001 - QC1
Two-Beaker Accessory

9A613001 - QC3/QC3R
Four-Beaker Accessory

9A614001 - QC6/QC6R
Six-Beaker Accessory



Extra Safety Baskets
002-10007-00 - QC1 Safety Basket
002-10008-00 - QC3/QC3R Safety Basket
002-10009-00 - QC6/QC6R Safety Basket



Cleaning Solutions
9A296001 Midmark General Purpose Cleaner (32 oz)
9A297001 Midmark Tartar and Stain Remover (32 oz)
9A298001 Midmark Enzymatic Cleaner (32 oz)

007-10277-00 Rev. A1 (10/19)
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midmark™

Instrument Processing

QuickClean® Ultrasonic Cleaners

Providing powerful cleaning and consistent results, QuickClean® Ultrasonic Cleaners are an ideal solution for your animal hospital. Cutting-edge technology and streamlined controls help you efficiently and safely process instruments, reducing the time and effort needed for cleaning.

- Simple to operate
- Digital LCD control panel
- Preset cycles and fluid-level sensor
- Three tabletop and two recessed models
- Frequency-leap technology helps ensure consistent cleaning
- Full-size safety basket
- 3-year limited warranty



QC1-01	QuickClean® 1.2 Gal Tabletop	$1,482.00
QC3-01	QuickClean® 3.3 Gal Tabletop	$2,544.00
QC3R-01	QuickClean® 3.3 Gal Recessed	$2,867.00
QC6-01	QuickClean® 6.6 Gal Tabletop	$3,900.00
QC6R-01	QuickClean® 6.6 Gal Recessed	$4,161.00
002-10007-00	QC1 Repl. Safety Basket	$114.00
002-10008-00	QC3/QC3R Repl. Safety Basket	$179.00
002-10009-00	QC6/QC6R Repl. Safety Basket	$255.00
9A612001	QC1 Beaker Accessory Kit	$195.00
9A613001	QC3/QC3R Beaker Accessory Kit	$261.00
9A614001	QC6/QC6R Beaker Accessory Kit	$334.00

023



9A296001	Midmark General Purpose Cleaner (32 oz)	$85.00
9A297001	Midmark Tartar and Stain Remover (32 oz)	$85.00
9A298001	Midmark Enzymatic Cleaner (32 oz)	$85.00

SPECIFICATIONS	QC1-01	QC3-01	QC6-01
Capacity	1.2 Gal/4.5 L	3.3 Gal/12.5 L	6.6 Gal/25 L
Overall Length	13.5" (34.5 cm)	14.7" (37.5 cm)	21.6" (55 cm)
Overall Width	10.2" (26 cm)	16.5" (42 cm)	16.5" (42 cm)
Overall Height	10.4" (26.5 cm)	10.4" (26.5 cm)	14.3" (36.5 cm)
Tank Size	11.8" L x 5.9" W x 5.9" H (30 x 15 x 15 cm)	13" L x 11.8" W x 5.9" H (33 x 30 x 15 cm)	19.9" L x 11.8" W x 7.8" H (50.5 x 30 x 20 cm)
Recessed Unit Cut Out Size	N/A	15.55" x 14.37" (39.5 x 36.5 cm)	22.48" x 14.37" (57.1 x 36.5 cm)
Tabletop Unit Weight	12.7 lb (5.76 kg)	18.6 lb (8.42 kg)	29.6 lb (13.44 kg)
Tabletop Shipping Weight	14.6 lb (6.64 kg)	20.9 lb (9.50 kg)	32.6 lb (14.78 kg)
Recessed Unit Weight	N/A	22.3" lb (10.10 kg)	32.9 lb (14.92 kg)
Recessed Unit Shipping Weight	N/A	24.6 lb (11.18 kg)	35.8 lb (16.62 kg)
Electrical Requirements	Input: 115VAC +/- 10%, 60 Hz, 110W, 1.0A Output: 100W	Input: 115V +/- 10%, 60 Hz, 210W, 1.8A Output: 200W	Input: 115VAC +/- 10%, 60 Hz, 410W, 3.6A Output: 400W

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design@midmark.com
Phone: 1-800-MIDMARK

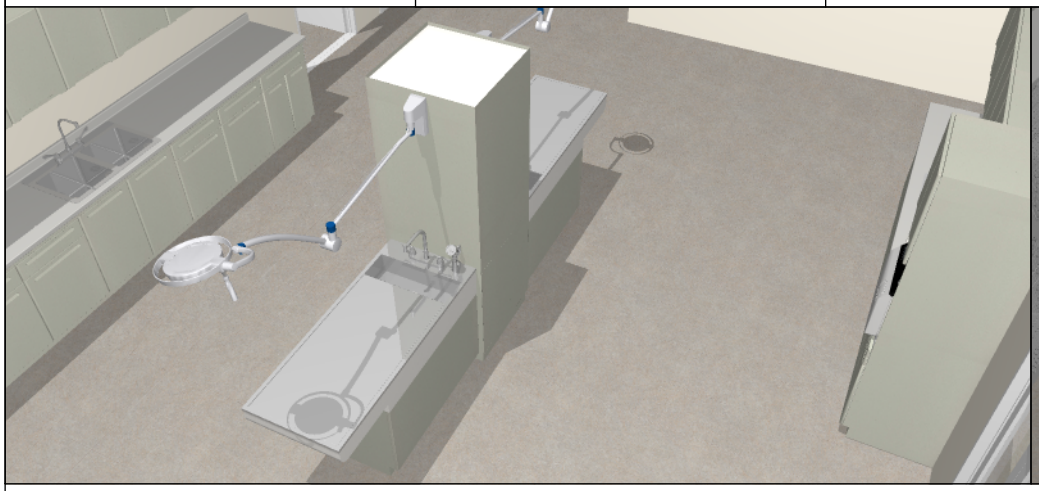
Project Name: City of Mobile Animal Services Facility **Project #:** A253675 **Phase:** 01 **Rev:** 3

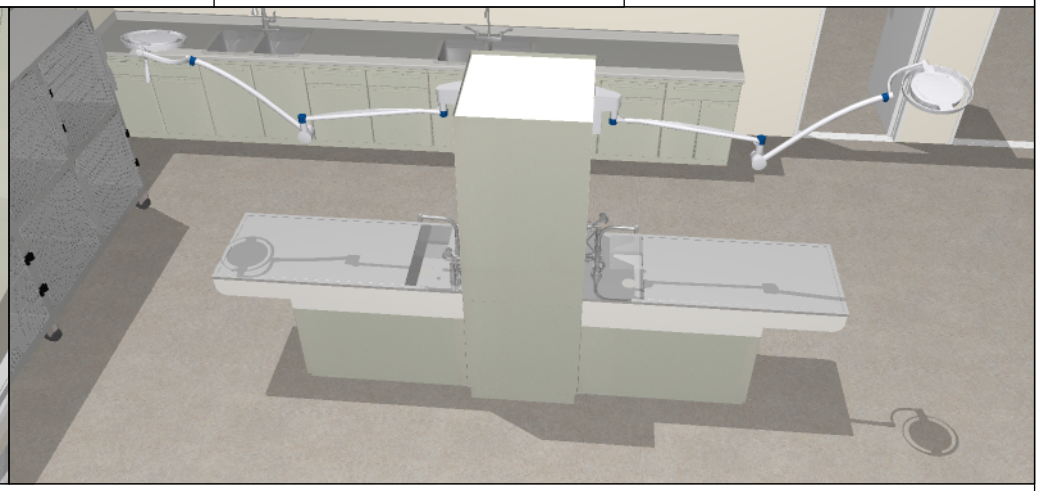
Base Finish:	XXX-TBD Solid	**Tasklights:**	N/A	**Sinks:**	N/A
Upper Finish:	N/A	**Top Material:**	None	**Faucets:**	Faucet & Sprayer
Panel Styles:	Cove	**Top Profile:**	N/A	**Grommets:**	N/A
Handles:	N/A	**Top Color:**	N/A	**Ultrasonics:**	N/A
Locks:	N/A	**Note:**	N/A	**Note:**	N/A
Key Number:	N/A	**Note:**	N/A		

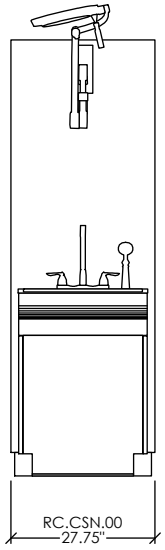
Signed Drawings Required To Process Order

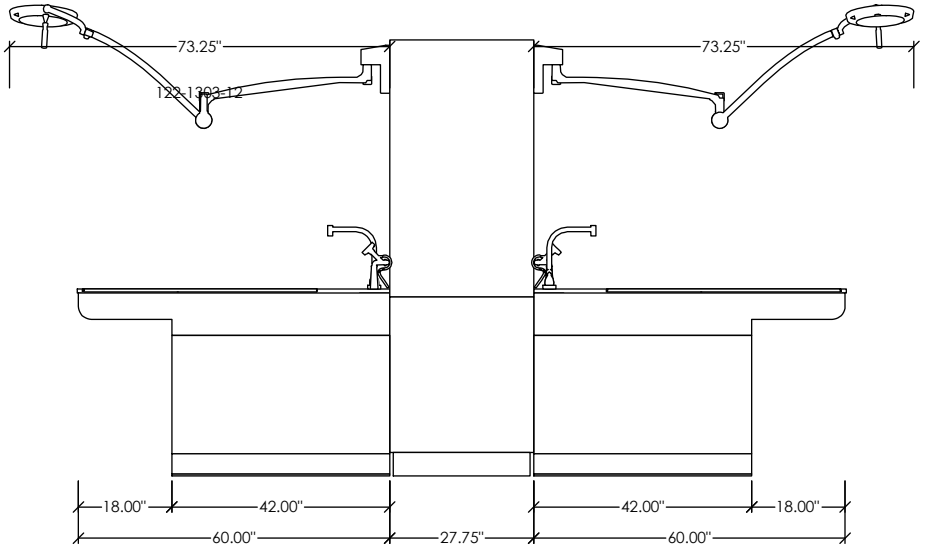
024 - 025

(Signature) (Date)









Treatment

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Phone: 1-800-MIDMARK

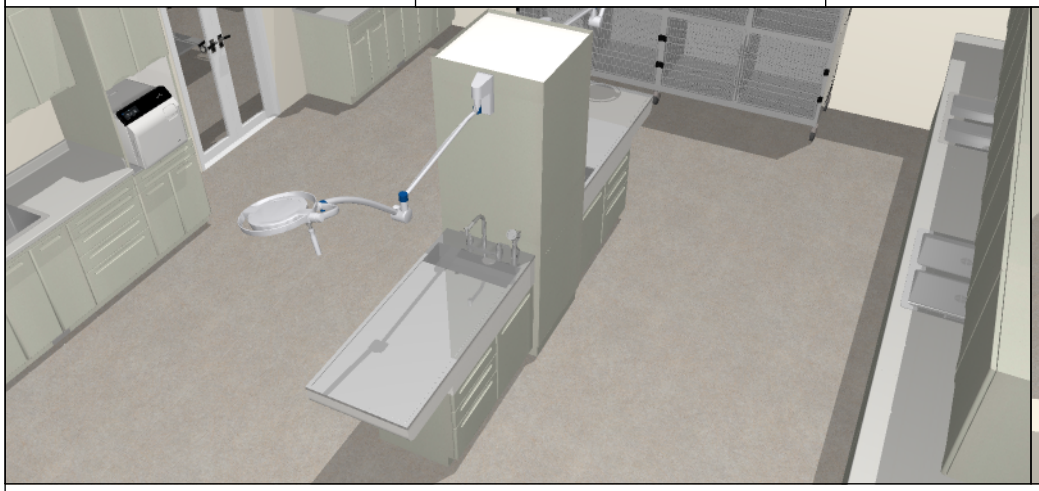
Project Name: City of Mobile Animal Services Facility **Project #:** A253675 **Phase:** 01 **Rev:** 3

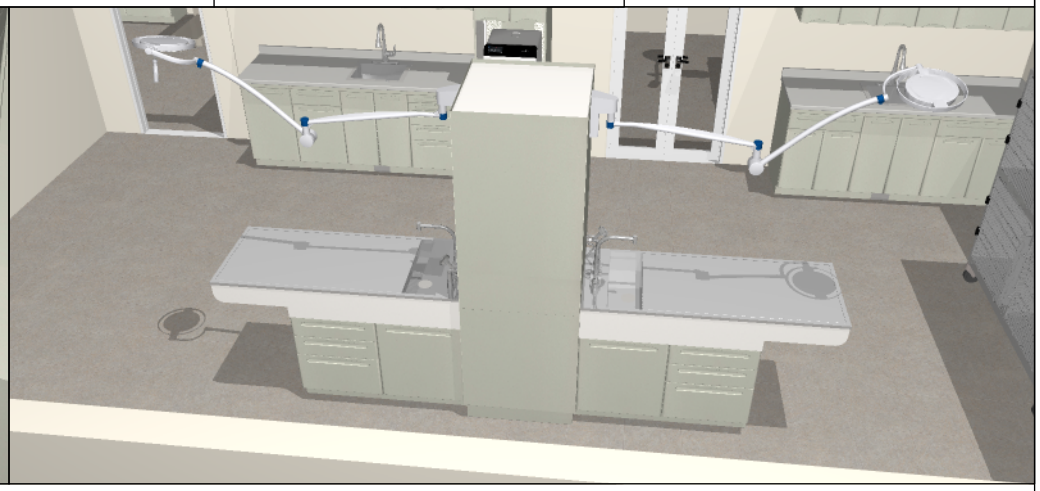
Base Finish:	XXX-TBD Solid	**Tasklights:**	N/A	**Sinks:**	N/A
Upper Finish:	N/A	**Top Material:**	None	**Faucets:**	Faucet & Sprayer
Panel Styles:	Cove	**Top Profile:**	N/A	**Grommets:**	N/A
Handles:	N/A	**Top Color:**	N/A	**Ultrasonics:**	N/A
Locks:	N/A	**Note:**	N/A	**Note:**	N/A
Key Number:	N/A	**Note:**	N/A		

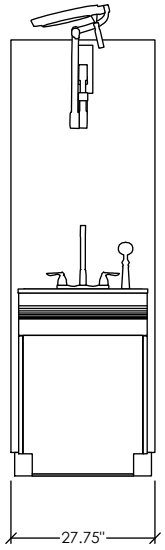
Signed Drawings Required To Process Order

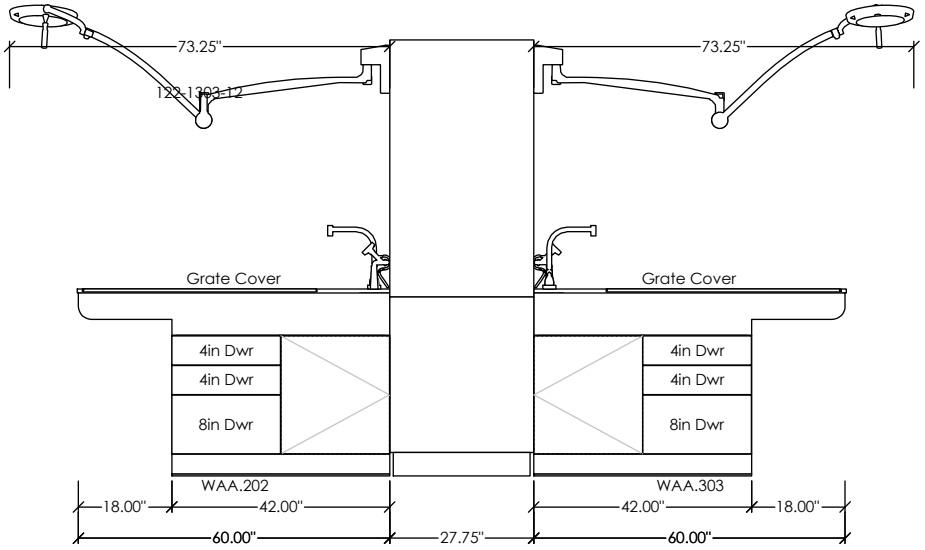
024 - 025

(Signature) (Date)









Treatment

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Phone: 1-800-MIDMARK

Project Name: City of Mobile Animal Services Facility **Project #:** A253675 **Phase:** 01 **Rev:** 3

Equipment List

Signed Drawings Required To Process Order

024 - 025

(Signature) **(Date)**



Part Number	QTY	Description
M11-053	1	Midmark M11 Steam Sterilizer (115V) AH
122-1303-12	2	Midmark 130 Treatment Light, Wall Mount

Treatment

Synthesis® Cabinetry

Veterinary Treatment Chase

Our space-saving chase designs allow you to have the equipment you need, where you need it, without sacrificing floor space. Maximize the open floor space in your treatment area with a treatment chase to help create the most efficient, effective space possible.

- The treatment chase units are pre-configured to arrive at your hospital ready for installation
- Wall mount light plates bolt securely to the chase unit so your procedure light can be positioned where you need it with no sag or drift
- Plumbing and electrical lines are neatly concealed within the chase
- A pentagonal configuration is also available that has convenient 4" access panels





Synthesis® Fixed-Height Wet Tables

025

WT 12 . C 791 . A D

- Table Type
- Storage Configuration
- Panel Style
- Cabinetry Finish
- Handle Style
- Tub Depth

Available in both Cove (C) and Renew (R) door styles.

Select your cabinet color finishes on page 186.

Open-end design is standard to support plumbing installation. To order a solid/closed end table, contact your Midmark Sales Representative.

- Tub Depths: D = Deep 5" S = Shallow 3"
- Includes a faucet and sprayer

Note: Custom configurations are available upon request. Please contact your Midmark Portfolio Manager for more information on the right configuration for your hospital.

WT12.CXXX.AD	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (4) 4" Drawer	$5,043.00
	Thermofoil Metallic upcharge	$167.00
WT12.RXXX.AD	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (4) 4" Drawer	$5,195.00
WT12.CXXX.AS	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (3) 4" Drawer, 8" Drawer	$5,248.00
	Thermofoil Metallic upcharge	$137.00
WT12.RXXX.AS	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (3) 4" Drawer, 8" Drawer	$5,404.00
WT22.CXXX.AD	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (4) 4" Drawer	$5,043.00
	Thermofoil Metallic upcharge	$167.00
WT22.RXXX.AD	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (4) 4" Drawer	$5,195.00
WT22.CXXX.AS	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (3) 4" Drawer, 8" Drawer	$5,248.00
	Thermofoil Metallic upcharge	$137.00
WT22.RXXXAS	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (3) 4" Drawer, 8" Drawer	$5,404.00



Shown with 3" Shallow Tub WT12.R312.AS



WT22.C807.AD

Synthesis® Fixed-Height Wet Tables

WT 32 . C 791 . A D

- Table Type
- Storage Configuration
- Panel Style
- Cabinetry Finish
- Handle Style
- Tub Depth

Available in both Cove (C) and Renew (R) door styles.

Select your cabinet color finishes on page 186.

Open-end design is standard to support plumbing installation. To order a solid/closed end table, contact your Midmark Sales Representative.

- Tub Depths: D = Deep 5" S = Shallow 3"
- Includes a faucet and sprayer

Note: Custom configurations are available upon request. Please contact your Midmark Portfolio Manager for more information on the right configuration for your hospital.

WT32.CXXX.AD	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (2) 4" Drawer, 8" Drawer	$4,713.00
	Thermofoil Metallic upcharge	$167.00
WT32.RXXX.AD	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (2) 4" Drawer, 8" Drawer	$4,841.00
WT32.CXXX.AS	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, 4" Drawer, (2) 8" Drawer	$4,918.00
	Thermofoil Metallic upcharge	$137.00
WT32.RXXX.AS	48", RH with 18" Overhang, with Faucet and Sprayer, RH Door, 4" Drawer, (2) 8" Drawer	$5,050.00
WT42.CXXX.AD	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (2) 4" Drawer, 8" Drawer	$4,713.00
	Thermofoil Metallic upcharge	$167.00
WT42.RXXX.AD	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (2) 4" Drawer, 8" Drawer	$4,841.00
WT42.CXXX.AS	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, 4" Drawer, (2) 8" Drawer	$4,918.00
	Thermofoil Metallic upcharge	$137.00
WT42.RXXX.AS	48", LH with 18" Overhang, with Faucet and Sprayer, LH Door, 4" Drawer, (2) 8" Drawer	$5,050.00



WT32.C804.AD



WT42.C791.AD

Synthesis® Fixed-Height Wet Tables

WT 52 . C 791 . A D

Table Type | Storage Configuration | Panel Style | Cabinetry Finish | Handle Style | Tub Depth

Available in both Cove (C) and Renew (R) door styles.

Select your cabinet color finishes on page 186.

Open-end design is standard to support plumbing installation. To order a solid/closed end table, contact your Midmark Sales Representative.

- Tub Depths: D = Deep 5" S = Shallow 3"
- Includes a faucet and sprayer

Note: Custom configurations are available upon request. Please contact your Midmark Portfolio Manager for more information on the right configuration for your hospital.

WT52.CXXX.AD	60", with 18" Overhang, with Faucet and Sprayer, RH Door, (4) 4" Drawer	$5,533.00
	Thermofoil Metallic upcharge	$169.00
WT52.RXXX.AD	60", with 18" Overhang, with Faucet and Sprayer, RH Door, (4) 4" Drawer	$5,756.00
WT52.CXXX.AS	60", with 18" Overhang, with Faucet and Sprayer, RH Door, (3) 4" Drawer, 8" Drawer	$5,554.00
	Thermofoil Metallic upcharge	$140.00
WT52.RXXX.AS	60", with 18" Overhang, with Faucet and Sprayer, RH Door, (3) 4" Drawer, 8" Drawer	$5,772.00
WT62.CXXX.AD	60", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (4) 4" Drawer	$5,533.00
	Thermofoil Metallic upcharge	$169.00
WT62.RXXX.AD	60", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (4) 4" Drawer	$5,756.00
WT62.CXXX.AS	60", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (3) 4" Drawer, 8" Drawer	$5,554.00
	Thermofoil Metallic upcharge	$140.00
WT62.RXXX.AS	60", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (3) 4" Drawer, 8" Drawer	$5,772.00



WT52.R312.AD



Shown with 3" Shallow Tub

WT62.C807.AS

Synthesis® Fixed-Height Wet Tables

WT 72 . C 791 . A D

- Table Type
- Storage Configuration
- Panel Style
- Cabinetry Finish
- Handle Style
- Tub Depth

Available in both Cove (C) and Renew (R) door styles.

Select your cabinet color finishes on page 186.

Open-end design is standard to support plumbing installation. To order a solid/closed end table, contact your Midmark Sales Representative.

- Tub Depths: D = Deep 5" S = Shallow 3"
- Includes a faucet and sprayer

Note: Custom configurations are available upon request. Please contact your Midmark Portfolio Manager for more information on the right configuration for your hospital.

WT72.CXXX.AD	60", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (2) 4" Drawer, 8" Drawer	$5,220.00
	Thermofoil Metallic upcharge	$169.00
WT72.RXXX.AD	60", RH with 18" Overhang, with Faucet and Sprayer, RH Door, (2) 4" Drawer, 8" Drawer	$5,389.00

Note: Not available in Shallow Tub Depth



WT72.C804.AD

WT82.CXXX.AD	60", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (2) 4" Drawer, 8" Drawer	$5,220.00
	Thermofoil Metallic upcharge	$169.00
WT82.RXXX.AD	60", LH with 18" Overhang, with Faucet and Sprayer, LH Door, (2) 4" Drawer, 8" Drawer	$5,389.00

Note:: Not available in Shallow Tub Depth



WT82.C791.AD

Wet Table Accessories

9A583000	Stainless Steel Grate Cover – 48"	$364.00
9A583001	Stainless Steel Grate Cover – 60"	$409.00
016-1300-00	Gooseneck Faucet	$516.00
014-0637-00	Spray Assembly	$485.00

Treatment Lights



Midmark 120, LED Treatment Light

- Light intensity: 3,717 footcandles (40,000 lux), at a distance of 39.4"
- Color temperature: 4,500 K
- Light head diameter: 11.4"
- Made up of 12 LEDs
- Life cycle of LEDs: >60,000 hours
- 3-year limited warranty

026



122-1203-13-08	120 Treatment Light, Single Ceiling Mount, 8'	$3,585.00
122-1203-13-09	120 Treatment Light, Single Ceiling Mount, 9'	$3,585.00
122-1203-13-10	120 Treatment Light, Single Ceiling Mount, 10'	$3,585.00
122-1203-14-08	120 Treatment Light, Dual Ceiling Mount, 8'	$8,761.00
122-1203-14-09	120 Treatment Light, Dual Ceiling Mount, 9'	$8,761.00
122-1203-14-10	120 Treatment Light, Dual Ceiling Mount,10	$8,761.00
122-1203-12	120 Wall Mount Light	$2,897.00
122-1203-11	120 Mobile Light	$2,968.00
122-9240-93	120 Sterilizable Handle with adapter	$219.00



Midmark 130, LED Treatment Light

- Light intensity: 5,576 footcandles (60,000 lux), at a distance of 39.4"
- Color temperature: 4,500 K
- Light head diameter: 13"
- Made up of 19 LEDs
- Life cycle of LEDs: >60,000 hours
- 3-year limited warranty





122-1303-13-08	130 Treatment Light, Single Ceiling Mount, 8'	$4,244.00
122-1303-13-09	130 Treatment Light, Single Ceiling Mount, 9'	$4,244.00
122-1303-13-10	130 Treatment Light, Single Ceiling Mount,10'	$4,244.00
122-1303-14-08	130 Treatment Light, Dual Ceiling Mount, 8'	$10,452.00
122-1303-14-09	130 Treatment Light, Dual Ceiling Mount, 9'	$10,452.00
122-1303-14-10	130 Treatment Light, Dual Ceiling Mount, 10'	$10,452.00
122-1303-12	130 Wall Mount Light	$3,638.00
122-1303-11	130 Mobile Light	$3,812.00
122-9240-93	130 Sterilizable Handle with adapter	$219.00

midmark®

www.midmark.com
design@midmark.com
Phone: 1-800-MIDMARK

Project Name: City of Mobile Animal Services Facility **Project #:** A253675 **Phase:** 01 **Rev:** 3

Equipment List

Signed Drawings Required To Process Order

027-028

(Signature) **(Date)**



Part Number	QTY	Description
255-024	2	9' Dual Light, Ceiling, Midmark
100-3071-21-10	2	60in V-Top Surgery Table With Electric Column, Heated Top, With Casters

Surgery

Surgery Tables

Midmark® Surgery Tables offer the versatility of either V-top or flat top with heated or non-heated work surfaces and electric or hydraulic patient positioning. The low-profile weighted base allows you to get close to the work surface while either standing or sitting. The one-hand fingertip control easily adjusts side panels and table top via pneumatic cylinders to adjust your patient as needed, 20" width and available in 50"or 60" lengths.

V-Top Surgery Table with Adjustable Electric Column

027

- Self-contained electric column (Column is covered by full 2-year limited warranty)
- Height adjustable from 29 ½" to 41 ½"
- Electric lift column quietly and smoothly raises and lowers
- Optional heated top
- Available Accessories: rail extensions to accommodate larger animals and casters for easy mobility.



Note: This product has limited availability outside of the US. For confirmation, please contact Midmark Customer Experience.

Width: 20", Length: 50" or 60", Base: 18"x 24"

100-3041-21	50" with Heated Top	$5,904.00
100-3041-21-10	50" with Heated Top and Casters	$6,054.00
100-3041-01	50" without Heated Top	$5,037.00
100-3041-01-10	50" without Heated Top, with Casters	$5,187.00
100-3071-21	60" with Heated Top	$6,327.00
100-3071-21-10	60" with Heated Top and Casters	$6,477.00
100-3071-01	60" without Heated Top	$5,213.00
100-3071-01-10	60" without Heated Top, with Casters	$5,363.00

V-Top Surgery Table with Adjustable Hydraulic Column

- Self-contained hydraulic column
- Height adjustable from 33 ½" to 39 ½"
- Optional heated top
- Available Accessories: rail extensions to accommodate larger animals and casters for easy mobility



Note: This product has limited availability outside of the US. For confirmation, please contact Midmark Customer Experience.

Width: 20", Length: 50" or 60", Base: 18"x 24"

100-4041-21	50" with Heated Top	$5,871.00
100-4041-21-10	50" with Heated Top and Casters	$6,021.00
100-4041-00	50" without Heated Top	$5,007.00
100-4041-00-10	50" without Heated Top, with Casters	$5,158.00
100-4071-21	60" with Heated Top	$6,324.00
100-4071-21-10	60" with Heated Top and Casters	$6,474.00
100-4071-00	60" without Heated Top	$5,172.00
100-4071-00-10	60" without Heated Top, with Casters	$5,322.00

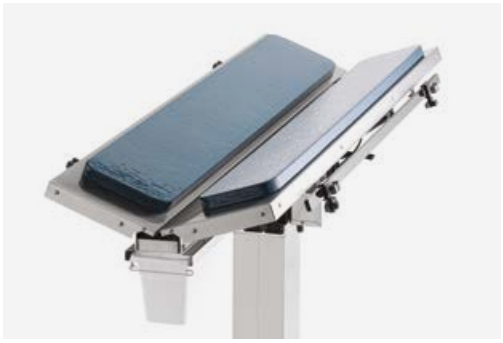
Surgery Table Accessories

Stat-Mats™ Prep/Exam Pad

Provides conductive warmth and cushioned comfort for animals during short or long procedures.



- A beneficial and cost effective solution that addresses the concern of patient heat loss in the veterinary clinic or animal hospital.
- Constructed from high-quality insulating materials, Stat-Mats™ prevent body heat loss that occurs from contact with cold surfaces.
- Closed cell foam and polyurethane coating provide a durable, long lasting surface that does not break down and is moisture resistant.
- Seamless coating means no bacteria build-up and easy cleaning.
- Waterproof and stain resistant.



803-0200-00	Stat-Mats, 20"W x 44"L x 1"H, 8 lb	$748.00
803-0201-00	Stat-Mats, 20"W x 44"L x ½"H, 8 lb	$616.00
803-0202-00	Stat-Mats, 20"W x 30"L x 1"H, 6 lb	$540.00
803-0203-00	Stat-Mats, 15"W x 50"L x 1"H, 7 lb	$698.00
803-0204-00	Stat-Mats, 40"W x 15"L x 1" H , 7lb	$526.00
803-0205-00	Stat-Mats, V-Top; 2-Piece, 5 lb 1"H x 7" W x 54" L/1" H x 8" W x 54"L	$801.00

Rail Extension Kit



200-3041-01	Rail Extension Set, with Cleats for 50" Surgery Tables ONLY	$286.00

IV Rod

200-3041-09	IV Rod Assembly Kit for Surgery Tables	$183.00

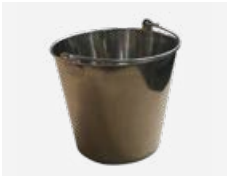
Caster Sets





200-3041-34	Caster Set - Plate, 4 Locking For Surgery Tables (Oct 2018–Present)	$155.00

Collection Pail



190-9000-04	12 ½ quart stainless steel pail	$188.00

Procedure Lights

Midmark 255 LED Procedure Light

- Significantly more light intensity than similar products at 7,500 footcandles, an excellent color rendering index of 95 out of 100, and a color temperature of 4,400 K
- Counterbalanced design allows easy positioning of the light, precisely where you want it, without drifting
- 16 LEDs reflecting evenly off of 1,040 reflective facets will reduce the disruption of shadows while you work, producing an even distribution of light for uninterrupted illumination
- Turn the light on/off and adjust light intensity from controls on each side of the light head
- LEDs have 100 times longer life than most halogen lamps while consuming less energy, resulting in significant savings year after year
- Sleek contours, a sealed light head and an autoclavable handle help save maintenance time and increase product life
- Standards:
  - ANSI/AAMI ES60601-1:2005+A2 (R2012) +A1
  - EN 60601-1-2:2015
  - IEC 60601-1-6:2010
  - IEC 6060-2-41:2009
  - RoHS compliant
  - CAN/CSA-C22.2 No. 60601-1:14
  - CAN/CSA-C22.2 No. 60601-1-6:11
  - CAN/CSA-C22.2 No. 60601-2-41-11



255 LED Procedure Light, Single, Ceiling Mount

255-021	255 LED Procedure Light Single Mount, 8' (2.4 m) ceiling	$4,283.00
255-022	255 LED Procedure Light Single Mount, 9' (2.7 m) ceiling	$4,283.00

255 LED Procedure Light, Mobile

255-025	255 LED Procedure Light, Mobile	$4,283.00

Ceiling Mount Adapter Kit

- Converts an 8' or 9' system to a 10' (3.05 m) mount height
- One required per light arm

002-1865-00	10' Ceiling Mount Adapter Kit	$465.00
9A584001	Conversion Kit with Cover	$183.00

Below 8'	255-025	Mobile Procedure Light
8' to 9'	255-021 255-023	8' Single or Dual Light
9' to 10'	255-022 255-024	9' Single or Dual Light
Above 10'	255-025 002-1865-00	Mobile Procedure Light or 10' Ceiling Mount Adapter Kit

Note: The following model numbers are recommended based on the following ceiling heights (measured from the bottom of the ceiling surface to the floor).

Midmark 255 LED Procedure Light, Dual Ceiling Mount



255-023	255 LED Procedure Light, Dual Mount, 8' (2.4 m) ceiling	$8,565.00
255-024 028	255 LED Procedure Light, Dual Mount, 9' (2.7 m) ceiling	$8,565.00

Midmark 255 LED Procedure Light, Wall Mount



255-026	255 LED Procedure Light, Wall Mount	$5,769.00

Extended Warranties*

XX-EP-255-D	Parts Only Plan	$140.00
XX-EPL-255-D	Parts and Labor Plan	$240.00

*Customers can purchase a 1, 2, 3 or 4 year extended warranty. The price listed is price per year. See Extended Warranty Information for details. Plans only apply to 255 and 250 models.

Exam Light



Midmark 250, LED Exam Light

- LED technology for up to 25,000 hours of useful bulb life
- 45% less energy consumed than equivalent halogen lights
- 4,000 K color temperature
- 1,800 footcandle intensity (19,375 lux)
- Exam light weight: 20 lb
- Shipping weight: 25 lb

250-003	250 LED Exam Light	$512.00
9A621001	Caster Base Accessory	$82.00



Caster Base Accessory

Extended Warranties*

XX-EP-250-D	Parts Only Plan	$10.00
XX-EPL-250-D	Parts and Labor Plan	$20.00

*Customers can purchase extended warranty. The price listed is price per year. See Extended Warranty Information for details.

Grooming Tables

029

Elite Grooming Table

Designed with enhanced ergonomic features, the Elite Grooming Tables allows you to more easily lift your clients on a secure, coated tabletop. The pivoting grooming arm is highly adjustable, enabling you to work more comfortably.

Tables are designed for animal use only.

- Pivoting grooming arm travels 180° around the end of the table.
- The arm locks into five positions horizontally, any position between 22" and 39" vertically. The loop hook has six position choices. All features allow the groomer to operate the table efficiently and comfortably.
- Proprietary polyurethane coated tabletop provides a secure and comfortable surface for the pet. Plus, it's durable and easier to clean.
- You can operate our smooth and quiet lifting system from both sides of the table.
- Bright color lasts because of the powder coated, heavy-gauge steel construction.
- Silicone ball at end of grooming arm protects pets and prevents floor damage.
- The actuator lifts up to 200 lb from 20" to 41" high.
- Large 26"W x 42.44"L tabletop.
- This table is MET/ UL Certified.



903-3220-42

Elite Grooming Table Part Numbers

903-3220-19	Electric Lift, Plum	$2,225.00
903-3220-20	Electric Lift, Green	$2,225.00
903-3220-21	Electric Lift, Orange	$2,225.00
903-3220-22	Electric Lift, Pink	$2,225.00
903-3220-10	Electric Lift, Silver Vein	$2,225.00
903-3220-42	Electric Lift, Blue	$2,225.00
903-3220-75	Electric Lift, Grey	$2,225.00
903-3220-36	Hydraulic Lift, Plum	$2,159.00
903-3220-37	Hydraulic Lift, Green	$2,159.00
903-3220-38	Hydraulic Lift, Orange	$2,159.00
903-3220-39	Hydraulic Lift, Pink	$2,159.00
903-3220-11	Hydraulic Lift, Silver Vein	$2,159.00
903-3220-44	Hydraulic Lift, Blue	$2,159.00
903-3220-73	Hydraulic Lift, Grey	$2,159.00

Colors Available

PLUM | GREEN | ORANGE | PINK | BLUE | GREY | SILVER VEIN

Grooming Tubs

030

Elite Grooming Tub

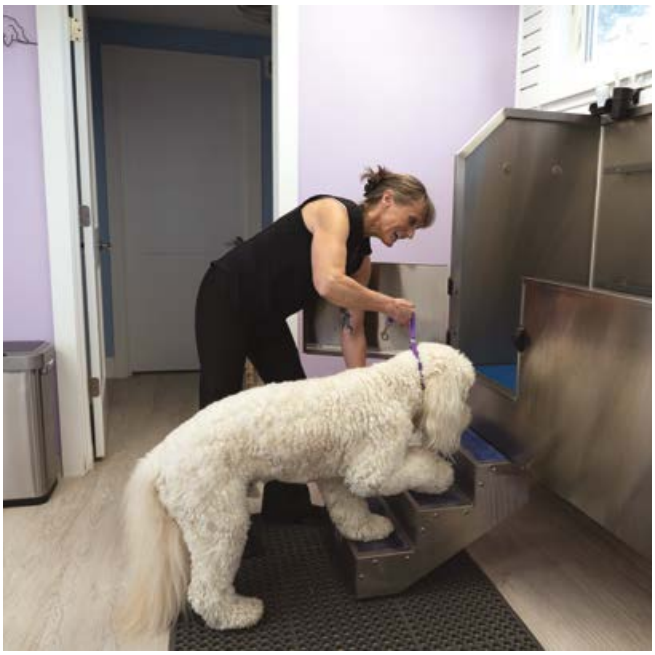
The Elite Grooming Tub is packed with features like slip-resistant steps that enable larger grooming clients to enter and exit the tub without heavy lifting on your part. The tub's durable construction features a 1" square tube frame that provides added strength to the one-piece backsplash. Made of stainless steel, the tub remains stable whether it is free-standing or placed against a wall, while adjustable feet allow you to place the tub on almost any surface.

- Constructed with radiused corners along all the corners of the tub.
- 45° angles on the front edges add an element of safety and aesthetic appeal.
- Steps slide in and slide out with the touch of your foot, allowing you to keep your hands free and limit bending.
- Slip-resistant tread on steps.
- Adjust the tub floor to the higher rails when bathing small dogs. This will help create a more ergonomic workspace.
- Door is completely removable and features the hinges that are used on our cages.
- Door latch is easy to use and constructed of the same long lasting material as our hinges.
- Sliding restraint ring design allows dogs to be turned around in the tub without detaching the safety lead.
- Removable Supply Caddy comes with 2 plugs to close unused mounting holes.
- **Includes:** Supply Caddy, 2 PVC coated tub floor panels, and restraint ring.
- Hair Trap, Drain Insert and plumbing fixtures sold separately.
- 55 ¼"W x 60"H x 24"D

904-0702-40	Elite Grooming Tub, Left Hand Door, Right Hand Drain	$6,870.00
904-0702-41	Elite Grooming Tub, Right Hand Door, Left Hand Drain	$6,870.00



OUR MOST POPULAR GROOMING TUB



Grooming Accessories

Wall Mount Faucet, Stainless Steel Hose



- 12" swing-away nozzle and self-closing spray head
- Flexible, 96" Stainless steel hose extends for easy cleaning of those hard to reach areas
- Wall mount hanger hook holds hose and spray head when not in use
- Does not include Backflow Preventer

804-0006-82	Stainless Steel Hose	12 lb	$1,282.00

Wall Mount Faucet, Blue Coil Hose 030



- Lightweight spray head helps reduce fatigue when bathing pets
- Flexible hose extends for cleaning hard to reach areas
- Wall mount hanger hook holds hose and spray head when not in use

804-0139-00	Blue Coil Hose	8 lb	$856.00

Backflow Preventer and ³/₈" Vacuum Breaker



- ⅜" diameter IPS male inlet and female outlet
- Double-check assembly is designed to prevent backflow
- 2 ⅜" length from top to bottom
- **This is a replacement part for 804-0139-00 Wall Mount Faucet, Blue Coil Hose**

804-0006-56	Backflow Preventer and ⅜" Vacuum Breaker	8 oz	$246.00

Sink Drain Kit with Strainer Basket 030



- 3 ½" in diameter
- Recessed sink drain kit for tub tables
- Comes with strainer basket

804-0008-25	Sink Drain Kit and Strainer Basket	1 lb	$70.00

Hair Trap 030



- Removable plastic filtering system
- Intercept the fur before it clogs your plumbing

704-0702-26	Hair Trap	3 lb	$397.00

Grooming Accessories

030

PVC Coated Tub Floors





Our coated tub floors provide sure footing for pets while bathing or dipping. The notched floor piece features easy drain access.

- Designed to be used in our Elite Grooming Shower or Tub and Classic Grooming Tub. Use two pieces per tub or shower—one solid and one with a notch. **Note:** The products listed above come standard with this set of floors.
- Floor is coated with approximately 1/8" thick non-toxic PVC coating, which is approved for animal use.
- Sturdy frame and 3 ¾" legs with a heavy-gauge perforated sheet steel.
- Openings are approximately 3/8" diameter after PVC coating.

317-0098-57	30"L Grill Tub Floor Piece, Solid	$207.00
317-0098-58	30"L Grill Tub Floor Piece, with Notch	$269.00

Anti-Fatigue Mat



Thick anti-fatigue mat to help minimize leg and back discomfort common after long hours of grooming.

- Constructed of dual-density, closed-cell foam that distributes your weight without feeling "unstable."
- Gives your muscles a rest as they adjust to the flexibility of the mat, promoting circulation.
- Mats are ½" thick with tapered and rolled edges.
- Embossed pebble surface with a black color. Cleans easily with soap and water.

803-0100-05	48"W x 24"L Mat	5 lb	$191.00
803-0100-07	36"W x 24"L Mat	7 lb	$147.00

Rear Grooming Arm



The Rear Grooming Arm provides an additional position to secure the pet during grooming.

- Arm made out of 1", 11-gauge Stainless steel.
- 1" square tube holds up when other arms collapse under pressure.

803-3221-00	Elite Grooming Arm, Rear	6 lb	$662.00
803-3221-08	Big Top Grooming Arm, Rear	6 lb	$673.00

Speed Queen
The Proven Performer in Laundry

034



SPEED QUEEN® ON-PREMISES LAUNDRY SOLUTIONS

Softmount Washer-Extractor

SYN030

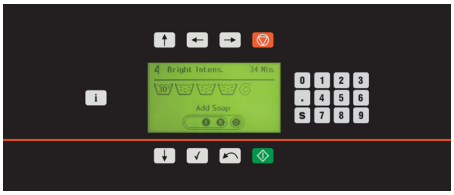
30 lb (14 kg)

Built for Reliable Performance

The powerful operation of a washer-extractor often required that the machine be bolted to the floor. Softmount washer-extractors offer an alternative for specialized applications, such as second floors, where hardmount units aren't an option. The heavy duty suspension absorbs vibrations without the need for special foundations. The inverter drive system delivers low energy use, high extraction speed, lower noise and fewer imbalances. Softmount washer-extractors offer an attractive, sleek, modern design with a slanted control panel for ease of operation.

- High G-Force extraction reduces drying times
- Inverter drive handles a wide variety of fabric types
- Stainless steel construction increases strength and durability
- Upfront soap box for ease of use
- Large door opening for easy loading





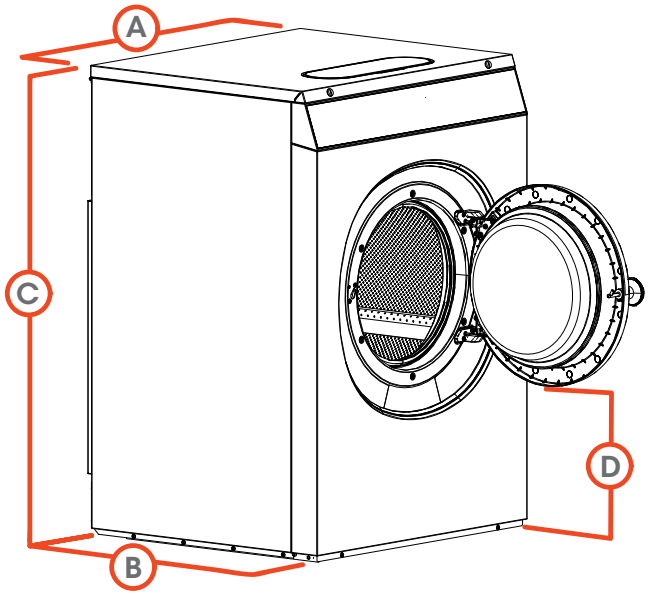
QED Select Control

QED Select control comes with 99 preset programs. Multilingual, versatile and easy to use, the customizable wash programs help managers tailor their wash process for specific loads and linen types. Users can easily follow the status of every phase of the wash cycle and modify data and parameters at any time to monitor for maximum efficiency. The result? Your laundry received the best possible care because operators have the utmost cycle control.

Softmount Washer-Extractor 034

Specifications

		SYN030
Control Option		QED Select
Capacity - lb (kg)		30 (14)
Overall Width - in (mm)		31.29 (795)
Overall Depth - in (mm)		37.2 (945)
Overall Height - in (mm)		48.22 (1225)
Cylinder Diameter - in (mm)		24.4 (620)
Cylinder Depth - in (mm)		17.72 (450)
Cylinder Volume - cu. ft (liters)		4.8 (135)
Door Opening Size - in (mm)		16.14 (410)
Door Bottom to Floor - in (mm)		13.46 (342)
Wash Speed - RPM		49
Extractor Speed - RPM		1075
Extract G-Force		400
Water Inlet Connection - in (mm)		2 x 0.75 (19)
Steam Inlet Connection - in (mm)		0.5 (13)
Drain Diameter - in (mm)		3 (76)
Motor Power Consumption - HP (kW)		2.01 (1.50)
Voltage Wires/Circuit Breaker - FLA*	200-240/50/60/1/3**	15-10.1 (1 Ph) 15-10.1 (3 Ph)
Shipping Dimensions Approx.- in (mm)	Width	32.87 (835)
	Depth	38.78 (985)
	Height	52.95 (1345)
Net Weight - lb (kg)		563 (255)
Shipping Weight - lb (kg)		606 (275)
Agency Approvals		CSA



A.	Overall Width - in (mm)	31.29 (795)
B.	Overall Depth - in (mm)	37.2 (945)
C.	Overall Height - in (mm)	48.22 (1225)
D.	Door Bottom to Floor - in (mm)	13.46 (342)

* Circuit breaker and amp draw data shown are for models without electric heat. Consult factory for other configurations. Manufacturer strongly recommends using a circuit breaker instead of fuses.

** Operates on single or three phase systems as single phase

For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management systems at Alliance Laundry Systems are registered to ISO 9001.

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SPEED QUEEN® ON-PREMISES LAUNDRY SOLUTIONS

Single Tumble Dryer

ST055

55 lb (25kg)

Tumble Dryers

Our single pocket tumble dryers are designed with fewer moving parts, so that you'll face fewer maintenance problems and less wear and tear. We make it easier with a large, easy-to-clean lint compartment and a heavy-duty door hinge designed to withstand heavy usage.

- High-performance heater box increases energy efficiency, reduces drying times and provides a more comfortable operating environment.
- Precise drying performance with OPT (over-dry prevention technology).
- Large easy-to-clean lint compartment.
- Reversing option available.
- Quantum® gives you complete laundry control to reduce costs and increase throughput.





Quantum® Control

Revolutionary Quantum® technology combines equipment controls, programming and wireless networking into one complete OPL management system, giving you total control over your laundry room from any computer, anywhere in the world. Advanced diagnostics and audit data reports help you catch errors before they become bigger issues. Quantum is designed to help your reduce costs, decrease your downtime and increase your throughput.



Dual Digital Control

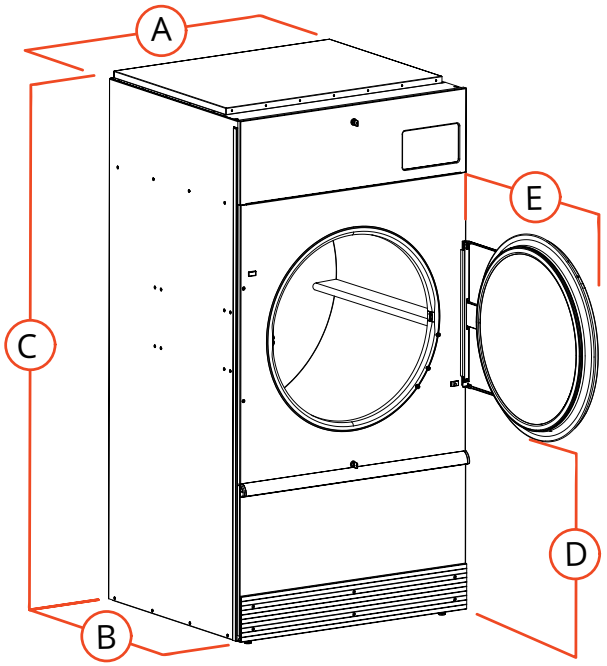
With features that include one-touch cycle repeat, automatic extended tumble and large digital countdown display, it's simple to set your drying time, temperature and cool down on the fly.

Single Tumble Dryer

035

Specifications

			ST055
Control Option			Quantum, Dual Digital
Capacity - lb (kg)			55 (25)
Overall Width - in (mm)			34.5 (876)
Overall Depth - in (mm)			53.1 (1350)
Overall Height - in (mm)			66.7 (1700)
Cylinder Diameter - in (mm)			33.0 (838)
Cylinder Depth - in (mm)			35.0 (889)
Cylinder Volume - cu. ft (liters)			17.3 (490)
Reversing Cylinder			Standard
Door Opening Size - in (mm)			26.9 (683)
Heat Input Power		Gas Models - Per Pocket	112,000 Btu/hr
		Electric Models	27kW
Gas Connections* - in (npt)			0.5
Air Outlet - in (mm)			8 (200)
Motor - HP		Fan	0.5
		Cylinder	0.5
Airflow - cfm			700 (330)
Electrical Specs - amps	Gas & Steam		
	B	100-120V/50/60/1	12
	X	200-240V/50/60/1/3	7
	N	440-480V/50/60/3	3
	Electric		
	G	230-240V/50/60/3	67
	L	460-480V/50/60/3	34
Shipping Dimensions Approx.- in (mm)		Width	35.5 (900)
		Depth	57.0 (1450)
		Height	70.5 (1790)
Net Weight - lb (kg)		Gas	438 (199)
		Electric	426 (194)
Shipping Weight - lb (kg)		Gas	478 (217)
		Electric	466 (212)
Agency Approvals			CSA



A.	Overall Width - in (mm)	34.5 (876)
B.	Overall Depth - in (mm)	53.1 (1350)
C.	Overall Height - in (mm)	66.7 (1700)
D.	Door Bottom to Floor - in (mm)	26.9 (680)
E.	Door Swing - in (mm)	31.9 (810)

* LP gas available for 75 lb capacity only. Field conversion kits available for other capacities.

Tumble dryer models are made to suit a variety of electrical service characteristics. See your Speed Queen distributor for specifications.
For further details on installation, refer to Installation, Operation and Maintenance instructions supplied with the tumble dryer. Amperage ratings available in Installation Manual.

For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management systems at Alliance Laundry Systems are registered to ISO 9001.

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(https://www.tristarvet.com/wp-content/uploads/2015/07/Sinks-Fecal.jpg)

STAINLESS STEEL VETERINARY FECAL STATION

SKU: 300-80 Right Drain Board | 300-81 Left Drain Board

Category: Fecal Stations in Stainless Steel (https://www.tristarvet.com/product-category/surgery/sinks/fecal/)

Call us for more information

877-459-7827 (tel:877-459-7827)

REQUEST A CATALOG (/REQUEST-A-CATALOG/)

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DESCRIPTION

STAINLESS STEEL FECAL STATION FOR VETERINARIANS

TriStar Vet's exclusive veterinary fecal sinks are unique in the industry and specifically designed for the safe handling of fecal and lab samples. Heavy-duty stainless steel construction provides durability and easy cleaning. Equipped with a convenient side drainboard, our fecal sink gives you a place to work without contaminating countertops. Perform your tests on the drainboard and simply wash away samples when you're done!

KEY FEATURES OF OUR VETERINARY FECAL SINKS

- 33" x 21 1/2" overall
- 15" L x 15" W x 9 1/2" D Clean sink
- 6" L x 15" W x 5" D Fecal sink with 6" L x 15" W drainboard
- Constructed of 16 gauge type 304 stainless steel
- Faucet sold separately

Contact us for design assistance at 877.459.7827 (tel:877.459.7827) or sales@tristarvet.com (mailto:sales@tristarvet.com).

KEEP CLIENTS CLEAN AND HEALTHY WITH HIGH-QUALITY VETERINARY SINKS

To keep patients clean during routine check-ups and surgical procedures, veterinarians need quality veterinary sinks that are made with their staff and clients in mind.

Traditional fecal testing procedures leave room for contamination, putting both the sample and staff at risk. With the fecal sink TriStar solution, you can perform all of your sample tests directly in the drainboard area, easily washing away all fecal matter when you're finished.

With our vet fecal sinks, you'll never worry about messy clean ups or contaminated countertops.

Here's how you can use our innovative sinks to conduct tests of fecal samples:

- Prepare the fecal sample on our unique stainless steel drainboard/work surface that is built into the sink.
- Still working in the drainboard area, add the fecal sample and reagent onto a slide and run the test. **There's no need to place sample materials on the counter!**
- Easily wash everything down the drain.

UPGRADE YOUR CLINIC WITH EXCLUSIVE FECAL SINK TRISTAR VET SOLUTIONS

At TriStar Vet, our pet care experts carefully design and manufacture veterinary fecal sinks, dog wash sinks, and other equipment solutions for veterinarians (https://www.tristarvet.com/) across North America. Our stainless steel fecal sinks are built with easy maintenance, long-term durability, and safety in mind.

Searching for high-quality solutions for your vet clinic? Contact us today for a free personal consultation at 877.459.7827 or sales@tristarvet.com (mailto:sales@tristarvet.com).

RELATED PRODUCTS



Veterinary Fecal Sink...

(https://www.tristarvet.com/product/veterinary-fecal-sink/)



Fecal Faucet

(https://www.tristarvet.com/product/fecal/)

GET MORE INFO TODAY!

ANIMAL CARE EQUIPMENT DESIGNED WITH UNIQUE FEATURES THAT MAKE LIFE EASIER.

Veterinarians across the U.S. and Canada recommend our highly durable stainless steel equipment to their colleagues. Why? Because our veterinary tables, dog kennel designs, professional dog grooming supplies and other tools provide convenient, ergonomic benefits you can't find anywhere else.

CALL US AT 877-459-7827 (tel:877.459.7827) OR CONTACT US TODAY to REQUEST A FREE CATALOG FROM OUR WEBSITE.